

Village of Carol Stream

BOARD MEETING

AGENDA

JANUARY 7, 2013

8:00 P.M.

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

B. MINUTES:

1. Approval of the Minutes of the December 17, 2012 Village Board Meeting.
2. Approve, and not release, the Minutes of the December 17, 2012 Executive Session of the Village Board Meeting.

C. AUDIENCE PARTICIPATION & PUBLIC HEARINGS:

1. Resolution No. 2629, Honoring David Michaelsen for his Service on the Village of Carol Stream Plan Commission/Zoning Board of Appeals. *Chairman David Michaelsen's term on the PC/ZBA has expired, and he has chosen not to seek reappointment.*
2. Swearing in of David Hennessey to the Plan Commission/Zoning Board of Appeals.
3. Public Hearing: Preannexation Agreement for 28W310 Trieste Lane. *Request from Mark and Jean Mondrala to enter into a preannexation agreement to allow connection to the Carol Stream water system.*
4. Proclamation Honoring the 150th Anniversary of the Signing of the Emancipation Proclamation.

D. SELECTION OF CONSENT AGENDA:

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

E. BOARD AND COMMISSION REPORTS:

F. OLD BUSINESS:

G. STAFF REPORTS & RECOMMENDATIONS:

H. ORDINANCES:

1. Ordinance No. _____, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Decreasing the Number of Class F Liquor

Village of Carol Stream

BOARD MEETING

AGENDA

JANUARY 7, 2013

8:00 P.M.

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

Licenses from 7 to 6 and by Increasing the Number of Class A Liquor Licenses from 8 to 9.

Roccovino's II, Inc. has applied for a Class A (full package on premise) liquor license to replace its current Class F (beer and wine on premise) liquor license.

2. Ordinance No. _____, Approving an Annexation Agreement (Mondrala Property-28W310 Trieste Lane). See C-3

I. RESOLUTIONS:

J. NEW BUSINESS:

1. 2013 Carnival & Proposed Summer Concert Series Calendar
A proposal for both a 4-day summer carnival at the Town Center from Thursday, June 27th through Sunday, June 30th as well as a summer concert series event calendar that includes some recommended bands for consideration and feedback.

K. PAYMENT OF BILLS:

1. Regular Bills: December 18, 2012 through January 7, 2013.
2. Addendum Warrants: December 18, 2012 through January 7, 2013.

L. REPORT OF OFFICERS:

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

M. EXECUTIVE SESSION:

N. ADJOURNMENT:

LAST ORDINANCE: 2012-12-43 **LAST RESOLUTION:** 2628

NEXT ORDINANCE: 2013-01-01 **NEXT RESOLUTION:** 2629

AGENDA ITEM

12-17-2012 VB

B-1 1-7-13

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES

Gregory J. Bielawski Municipal Center, Carol Stream, DuPage County, IL

December 17, 2012

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

Present: Mayor Frank Saverino, Sr. and Trustees Mary Frusolone, Tony Manzzullo, Greg Schwarze and Matt McCarthy

Absent: Trustees Don Weiss and Pam Fenner

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

Mayor Frank Saverino, Sr. led those in attendance in the pledge of allegiance.

MINUTES:

Trustee McCarthy moved and Trustee Frusolone made the second to approve the Minutes of the December 3, 2012 Village Board Meeting. The results of the roll call vote were as follows:

Ayes: 4 Trustees Frusolone, Manzzullo, Schwarze & McCarthy

Nays: 0

Absent: 2 Trustees Weiss & Fenner

Trustee Schwarze moved and Trustee Manzzullo made the second to approve and not release the Minutes of the December 3, 2012 Executive Session of the Village Board meeting. The results of the roll call vote were as follows:

Ayes: 4 Trustees Frusolone, Manzzullo, Schwarze & McCarthy

Nays: 0

Absent: 2 Trustees Weiss & Fenner

AUDIENCE PARTICIPATION AND PUBLIC HEARINGS:

Recognition for Service to the Village of Carol Stream:

Mayor Saverino, the Village Board and those in attendance recognized State Senator Millner, State Senator Pankau, State Representative Ramey, State Representative Coladipietro and DuPage County Board Member Dirk Enger for their service to the Village of Carol Stream.

Christmas Sharing:

The Village of Carol Stream held its annual Christmas Sharing event on December 13th. During the event, 270 families and 539 children received food, toys and Christmas stockings. The Mayor and Trustees joined Manager Breinig in thanking the many individuals and businesses that donated food, toys and time to help make the event successful. The Carol Stream Youth Council was given special thanks for providing Christmas stockings and Lutheran Church of the Master for hosting the event.

The Youth Council wishes to say thank you for the help received with their Christmas Sharing Project:

The Youth Council thanked those who helped distribute over 500 stockings to Christmas Sharing recipients.

CONSENT AGENDA:

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

Ayes: 4 Trustees Frusolone, Manzzullo, Schwarze & McCarthy

Nays: 0

Absent: 2 Trustees Weiss & Fenner

Trustee McCarthy moved and Trustee Frusolone made the second to place the following items on the Consent Agenda established for this meeting. The results of the roll call vote were as follows:

Ayes: 4 Trustees Frusolone, Manzzullo, Schwarze & McCarthy

Nays: 0

Absent: 2 Trustees Weiss & Fenner

1. Reciprocal Reporting Agreement–Community Unit School District 200
2. Motion to approve Wheaton Bank & Trust Company as a depository for Village funds
3. Motion to receive Audit Report No. 49 issued by the Illinois Department of Transportation covering use of Motor Fuel Tax funds by the Village for the period beginning January 1, 2011 through December 31, 2011
4. Award of Contract Digital Archive Management (Conversion, Storage and Retrieval) – Laserfiche/Avante – TKB Associates, Inc.
5. Memorandum of Understanding (MOU) Among DuPage River Salt Creek Workgroup (DRSCW) Members to Exclude the Purchase and Use of Coal Tar Sealants (CTS)
6. Ordinance No. 2012-12-43, Amending Section 13-3-13 of the Village Code Pertaining to Water and Sewer Rates
7. Resolution No.2623, Accepting a Plat of Easement for Stormwater Management and Conveyance – 570 S. Gary Avenue, American Legion Hall

8. Resolution No. 2624, for Maintenance for Streets and Highways by Municipality under the Illinois Highway Code–Lies Road LAPP Project
9. Resolution No. 2625, for Maintenance for Streets and Highways by Municipality under the Illinois Highway Code–Fullerton Avenue LAPP Project
10. Resolution No. 2626, Authorizing Execution of a Financial Reimbursement Intergovernmental Agreement between the Village of Carol Stream and Bloomingdale Township for Mosquito Abatement Services
11. Resolution No. 2627, Declaring Surplus Property Owned by the Village of Carol Stream
12. Resolution No. 2628, Accepting a Plat of Roadway Dedication
13. Raffle License Application – Corpus Christi Catholic Church
14. Raffle License Application – American Legion Post 76
15. Appointment of Plan Commission/Zoning Board of Appeals Chairperson
16. Appointment of David Hennessey to the Plan Commission/Zoning Board of Appeals
17. Payment of Regular & Addendum Warrant of Bills
18. Receipt of 2013 Schedule of Meetings
19. Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month Ending November 30, 2012

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

| | | |
|----------------|---|--|
| <i>Ayes:</i> | 4 | <i>Trustees Frusolone, Manzullo, Schwarze & McCarthy</i> |
| <i>Nays:</i> | 0 | |
| <i>Absent:</i> | 2 | <i>Trustees Weiss & Fenner</i> |

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

Reciprocal Reporting Agreement–Community Unit School District 200:

The Village Board approved the Police Department request for a Reciprocal Reporting Agreement with School District No. 200 concerning the exchange of information and the reporting of issues of mutual concern.

Motion to approve Wheaton Bank & Trust Company as a depository for Village funds:

The Village Board approved Wheaton Bank & Trust Company as a depository for Village funds and authorized Village staff to enter into a contract and any other such documents for the provision of banking services for a three (3) year term with an optional renewal period of three (3) years in accordance with terms and conditions identified in the Village's Request for Proposal dated October 12, 2012

Motion to receive Audit Report No. 49 issued by the Illinois Department of Transportation covering use of Motor Fuel Tax funds by the Village for the period beginning January 1, 2011 through December 31, 2011:

The Village Board received Audit Report No. 49 issued by the Illinois Department of Transportation covering use of Motor Fuel Tax funds by the Village for the period beginning January 1, 2011 through December 31, 2011.

Award of Contract Digital Archive Management (Conversion, Storage and Retrieval) – Laserfiche/Avante – TKB Associates, Inc.:

The Village Board approved a staff recommendation to waive formal bidding and award the contract for digitally archiving Village documents to Laserfiche (software provider) and TKB Associates, Inc. (software integrator/trainer) in the amount of \$32,283 under GSA bid pricing.

Memorandum of Understanding (MOU) Among DuPage River Salt Creek Workgroup (DRSCW) Members to Exclude the Purchase and Use of Coal Tar Sealants (CTS):

The Village Board approved a Memorandum of Understanding (MOU) among DuPage River Salt Creek Workgroup (DRSCW) members to exclude the purchase and use of Coal Tar Sealants (CTS) on Village streets.

Ordinance No. 2012-12-43, Amending Section 13-3-13 of the Village Code Pertaining to Water and Sewer Rates:

The Village Board approved Ordinance No. 2012-12-43, amending Section 13-3-13 of the Village Code Pertaining to Water and Sewer Rates. This ordinance increases the standard billing rate for water services from \$4.78 to \$5.37 per 1,000 gallons metered. The \$0.59 rate increase is a direct pass-through of the Village's additional cost of purchasing water through the DuPage Water Commission and is in response to a series of multi-year rate increases imposed by the City of Chicago in 2012. The new rates will take effect January 1, 2013.

Resolution No.2623, Accepting a Plat of Easement for Storm Water Management and Conveyance – 570 S. Gary Avenue, American Legion Hall:

The Village Board approved Resolution No.2623, accepting a plat of easement for storm water management and conveyance for 570 S. Gary Avenue, American Legion Hall as required by the DuPage County Countywide Storm Water Management and Flood Plain Ordinance.

Resolution No. 2624, for Maintenance for Streets and Highways by Municipality under the Illinois Highway Code–Lies Road LAPP Project:

The Village Board approved Resolution No. 2624, for maintenance for streets and highways by municipality under the Illinois Highway Code–Lies Road LAPP Project in the amount of \$146,739.32.

Resolution No. 2625, for Maintenance for Streets and Highways by Municipality under the Illinois Highway Code–Fullerton Avenue LAPP Project:

The Village Board approved Resolution No. 2625, for maintenance for streets and highways by municipality under the Illinois Highway Code–Fullerton Avenue LAPP Project in the amount of \$134,784.20.

Resolution No. 2626, Authorizing Execution of a Financial Reimbursement Intergovernmental Agreement between the Village of Carol Stream and Bloomingdale Township for Mosquito Abatement Services:

Several municipalities recently worked with Bloomingdale Township to prepare an updated intergovernmental agreement and secure pricing for mosquito abatement services. This agreement provides pricing for the next three years. The Village Board approved Resolution No. 2626, authorizing execution of a financial reimbursement intergovernmental agreement between the Village of Carol Stream and Bloomingdale Township for mosquito abatement services in the amount of \$33,638 (2013), \$34,479 (2014), \$35,341 (2015).

Resolution No. 2627, Declaring Surplus Property Owned by the Village of Carol Stream:

The Village Board approved Resolution No. 2627, declaring surplus property owned by the Village of Carol Stream consisting of street sweeper brooms and various cellular phone equipment as surplus for sale or disposal to E-Cycle.

Resolution No. 2628, Accepting a Plat of Roadway Dedication:

The Village Board approved Resolution No. 2628, accepting a Plat of Roadway Dedication for Armstrong Park Real Estate parcel.

Raffle License Application – Corpus Christi Catholic Church:

The Village Board approved a raffle license application for Corpus Christi Catholic Church and waiver of application fee and Manager's fidelity bond for their raffle to be held at Corpus Christi Catholic Church on Sunday, January 20, 2013.

Raffle License Application – American Legion Post 76:

The Village Board approved a raffle license application for American Legion Post 76 for their annual weekly raffles held at 570 S. Gary Avenue, Carol Stream, Illinois.

Appointment of Plan Commission/Zoning Board of Appeals Chairperson:

The Village Board concurred with Mayor Saverino's appointment of Angelo Christopher as Chairperson due to the resignation of Dave Michaelson.

Appointment of David Hennessey to the Plan Commission/Zoning Board of Appeals:

The Village Board concurred with Mayor Saverino's appointment of David Hennessey to the Plan Commission/Zoning Board of Appeals to fill the vacancy due to the resignation of the Dave Michaelson.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved the payment of the Regular Bills dated December 17, 2012 in the amount of \$426,778.90. The Village Board approved the payment of the Addendum Warrant of Bills from December 4, 2012 – December 17, 2012 in the amount of \$454,404.52.

Receipt of 2013 Schedule of Meetings:

The Village Board approved the schedule of meetings for calendar year 2013.

Non Consent Agenda Items:**DuPage Convention & Visitors Bureau Membership:**

The DuPage Convention & Visitors Bureau (DCVB) recently chose to move from a membership base to a municipal base for participation. Since the inception of the DCVB the Village of Carol Stream has not been a member. The change results in the DCVB seeking a defined portion of the hotel/motel tax the Village receives from stays at the two hotels in the community. The DCVB is demanding \$13,480 from the Village. The request is derived by taking one quarter of one percent of one fifth of hotel tax receipts.

Currently, the Holiday Inn and Hampton Inn pay a fee for individual DCVB memberships. The fee is \$12 per room per year and amounts to \$3,696. The hotels have been advised that if the Village does not pay the DCVB \$13,480, they will be expected to make the payment. Moreover, the DCVB has advised that failure to make the payment will result in the loss of leads provided by DCVB that can result in room bookings. At present, the loss of this information will have an undetermined impact.

Hotel/Motel tax receipts are revenues placed in the General Fund and as such help fund core services (Police, Public Works, etc.). The DCVB request comes at a time when the Village has reduced its budget and staffing in response to the economy. The Village as a home rule community can legally use these funds, as it has, to fund operating expenses.

Staff believes that loss of DCVB resources might adversely impact the two hotels in Carol Stream. The exact impact is unknown because the DCVB provides leads to the hotels. Each hotel then independently decides to act upon those leads and whether to book the stay(s). Staff believes a six-month trial should be undertaken with the intent to determine measurable benefits of membership. The DCVB has assured that it is implementing new software capable of tracking leads and stays. This will provide the metrics necessary to assess the direct value of membership. In addition, staff intends to use the trial year to obtain information on the DCVB and its sources and uses of funds. The hotel/motel tax revenues sought by the DCVB are tax dollars and transparency and accountability should be central to their use.

The hotels have advised that they have received six-month invoices from the DCVB for their pro-rata share of one half of \$13,480. The invoices are due January 1, 2013. The hotels have agreed to pay their prior payments if the Village pays the balance. The proposed sharing of costs would be as follows: Village= \$4,892; Holiday Inn = \$1,152; Hampton Inn = \$696.

Trustee Schwarze questioned why the Village was being asked to give the hotels money when the Village is not in the business of making money, whereas that is the primary business of the hotels. He stated that if a business saw something out there that would help make them more money why would not they pay for it themselves instead of asking the Village to pay for it. Manager Breinig stated the request for money was being made by the DCVB which decided to change their membership dues formula and not the hotels. If the Village does not make up the difference between what the hotels pay the DCVB and the total membership dues of \$6,740 there is a fear the hotels would be cut off from receiving any leads on future hotel stays. The contribution by the Village would allow the Village and hotels to assess the effectiveness of the DCVB during the trial

period. The hotels were not prepared for the large, abrupt unbudgeted increase in membership dues.

The Village would remit the difference to each hotel and they would pay the DCVB. Staff concurs with the request to assist our hotels with membership in the DCVB for the six-month period identified. Ongoing participation in the DCVB as well as an evaluation of options will occur during the six months. It was noted that sufficient additional hotel/motel tax revenue is currently projected in FY12/13 to cover the unbudgeted, unanticipated \$4,892.00 expenditure.

Mayor Saverino stated the Village is starting to see more of these types of requests for Village funding as other organization's funds dry up. He mentioned that this happened to Kay McKeen from SCARCE.

Trustee McCarthy moved and Trustee Manzzullo made the second to approve payment of the balance of the new DCVB fees (\$4,892) for the two Carol Stream hotels for the past 6 months on a six-month trial basis to determine the benefits of DCVB membership. The results of the roll call vote were as follows:

| | | |
|---------|---|--|
| Ayes: | 4 | Trustees Frusolone, Manzzullo, Schwarze & McCarthy |
| Nays: | 0 | |
| Absent: | 2 | Trustees Weiss & Fenner |

Report of Officers:

Trustee Frusolone commented on the tragic shootings in Newtown, Connecticut and asked residents to please pray for the victims and their families.

Trustee Manzzullo asked everyone to pray for those in Newtown, Connecticut and to please pray for our troops. He wished everyone a Merry Christmas and Happy New Year.

Trustee Schwarze stated that the Village Board approved item G.6. on tonight's agenda not use coal tar sealants on Village roads, which the Village has not been doing for some time. He wished everyone a Merry Christmas and Happy Holidays and encouraged everyone to shop Carol Stream during the holidays.

Trustee McCarthy asked everyone to say a prayer for those in Newtown, Connecticut. He advised residents that they should have received an Opt-Out letter from the Village's electric aggregation supplier, First Energy. If they have not received the letter they should call First Energy at 1-866-636-3749. He closed by wishing everyone a merry Christmas and happy New Year.

Village Clerk Beth Melody wished everyone a Merry Christmas and Happy New Year.

Village Manager Breinig stated the Opt-Out period for electric aggregation ends on 12/27/12. A second Opt-Out notice will be sent by ComEd allowing residents a second opportunity to leave ComEd. Residents who do not act to Opt-out will remain in with

First Energy at the 40% savings over ComEd's current rate. The Martin Luther King celebration will be held on Monday January 21, 2013 at Wheaton Christian Center at 7:00 p.m. On behalf of staff Manager Breinig wished the Village Board and community a Merry Christmas and Happy New Year and noted staff looks forward to working with the Board in 2013.

Mayor Saverino stated the Village Board passed a water rate increase this evening because the City of Chicago raised their rates for DuPage Water Commission members. The Village only passed on the rate increase from the City of Chicago and nothing more. He thanked those residents who decorated their homes with Christmas lights. He stated he attended 2 ribbon cutting ceremonies last week: Hot Dog Palace on Gary Avenue and VNA Health Care on Schmale Road. On behalf of the Village Board, Mayor Saverino thanked former Plan Commission Chairman, Dave Michaelsen for his 10 years of service to the Village. He stated that Dave Hennessey has been re-appointed to the Plan Commission having just served on the Board of Fire and Police Commission.

Mayor Saverino encouraged families to try to resolve their problems at home before they escalate into tragedy. Family conflict resolution and assistance is available from the Village Social Service Division. He thanked the Village Board and staff for a wonderful working relationship and wished all a Happy, Healthy, Merry Christmas and a safe New Year.

At 9:03 p.m. Trustee McCarthy moved and Trustee Schwarze made the second to adjourn the meeting to Executive Session to discuss Section 2.C.11 of the Open Meetings Act, Probable or Imminent Litigation. The results of the roll call vote were as follows:

| | | |
|----------------|----------|---|
| <i>Ayes:</i> | <i>4</i> | <i>Trustees Frusolone, Manzzullo, Schwarze & McCarthy</i> |
| <i>Nays:</i> | <i>0</i> | |
| <i>Absent:</i> | <i>2</i> | <i>Trustees Weiss & Fenner</i> |

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

Beth Melody, Village Clerk

AGENDA ITEM
C-1 1-7-13

RESOLUTION NO. 2629

**A RESOLUTION HONORING DAVID MICHAELSEN FOR
HIS SERVICE ON THE VILLAGE OF CAROL STREAM
PLAN COMMISSION/ZONING BOARD OF APPEALS**

WHEREAS, David Michaelsen was appointed to the Plan Commission/Zoning Board of Appeals on August 6, 2001; and

WHEREAS, David Michaelsen was appointed as Chairman of the Plan Commission/Zoning Board of Appeals on July 2, 2007;

WHEREAS, during his tenure as Chairman, David Michaelsen led 68 meetings of the Plan Commission/Zoning Board of Appeals, at which 158 applications were reviewed;

WHEREAS, during his service to the Plan Commission/Zoning Board of Appeals, David Michaelsen participated in the review of significant developments including The Home Depot, Lowe's, the Fountains at Town Center mixed-use development, Easton Park, the Park District Recreation Center and the Caputo's redevelopment, and;

WHEREAS, David Michaelsen has made the decision not to seek re-appointment to his position as Chairman of the Plan Commission/Zoning Board of Appeals.

NOW, THEREFORE, BE IT RESOLVED 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:

1. David Michaelsen's service to the Village of Carol Stream, as both a member and Chairperson of the Plan Commission/Zoning Board of Appeals, is hereby recognized and commended.
2. David Michaelsen is wished the very best of happiness and health in the future.

This Resolution shall be in full force and effect from and after its passage and as approved by law.

PASSED AND APPROVED THIS 7th DAY OF JANUARY, 2013.

AYES:

NAYS:

ABSENT:

Pamela Fenner, Mayor Pro-Tem

ATTEST:

Beth Melody, Village Clerk

AGENDA ITEM
C-3 1-7-13

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

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

DATE: January 3, 2013

RE: **Agenda Item for the Village Board Meeting of January 7, 2013
Preannexation Agreement for Water Service Connection for the
Mondrala Property at 28W310 Trieste Lane**

PURPOSE

The purpose of this memorandum is to present the referenced agreement to the Village Board and recommend approval.

BACKGROUND

The Village of Carol Stream recently completed the Southwest Water Main Extension Project, bringing its public water supply system into the Southwest Planning Area, which includes the unincorporated areas to the southwest of the Village's boundaries. As per the direction of the Village Board, any property owner along the route of the new water main may apply for a permit from the Village of Carol Stream to connect to the public water system. However, it is a condition of approval of such connection that the property owner(s) first enter into a preannexation agreement with the Village of Carol Stream for future annexation of the property at such time as it becomes contiguous to the Village boundary.

DISCUSSION

The proposed preannexation agreement, which is attached to the approval ordinance contained in the Village Board's packet, is the Village's standard form of agreement developed for use with single residential lots. The agreement has been approved by the Village Attorney. Mr. and Mrs. Mondrala have reviewed the agreement and find it acceptable, with no changes.

RECOMMENDATION

Staff recommends approval of the attached agreement. If the Village Board concurs with the staff recommendation and the proposed preannexation agreement, they should approve the ordinance prepared for that purpose.

RJG:bg

t:\preannexation agreements\mondrala\vb memo.docx

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Corporate Authorities of the Village of Carol Stream, DuPage County, Illinois, will hold a public hearing at 8:00 P.M. on Monday, January 7, 2013, at the Village Hall, 500 North Gary Avenue, Carol Stream, Illinois, to consider a proposed annexation agreement providing for the annexation of the property legally described below pursuant to the provisions of Chapter 65, Article 11, Section 11-15.1-1, et seq. of the Illinois Compiled Statutes, 65 ILCS 5/11-15.1-1 et seq., which annexation agreement shall contain, among other provisions, provisions relating to, but not limited to, the following:

a) Annexation of the subject property. The subject property is legally described as follows:

Lot 2 in Patvic Subdivision, being a resubdivision of Lot 3 in Trieste Lane Subdivision, being a subdivision of the Southwest 1/4 of the Southeast 1/4 of Section 26, Township 48 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded on January 18, 1995, as Document R93-11632, in DuPage County, Illinois.

P.I.N. 01-26-403-029
The property comprises a tract of land containing approximately 0.92 acres and is located in unincorporated DuPage County at 28W310 Trieste Lane, West Chicago, Illinois.

A map of the Subject Property is on file with the Village Clerk and is available for public inspection in the Clerk's Office of the Village Hall during normal business hours.

b) Upon annexation, the subject property shall be zoned R-1 Single Family Residential, under the provisions of the Carol Stream Zoning Ordinance.

c) Other miscellaneous provisions.

A copy of the proposed annexation agreement is on file and available for public inspection in the office of the Village Clerk during normal business hours at the Village Hall, 500 North Gary Avenue, Carol Stream, Illinois. Amendments and modifications to said proposed annexation agreement may be made either before or after the public hearing thereon and before the signing thereof.

All persons appearing at said public hearing will be given an opportunity to be heard. Such public hearing may be continued from time to time by the Corporate Authorities of the Village of Carol Stream without further notice, except as may be required by the Illinois Open Meetings Act.

/s/ Beth Melody
Village Clerk
Published in Daily Herald
December 22, 2012 (4325358)

RECEIVED
COMMUNITY DEVELOPMENT
DEPT

CERTIFICATE OF PUBLICATION
Paddock Publications, Inc.
Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **DAILY HERALD**. That said **DAILY HERALD** is a secular newspaper and has been circulated daily in the Village(s) of Addison, Bensenville, Bloomingdale, Carol Stream, Glendale Heights, Glen Ellyn, Itasca, Keeneyville, Lisle, Lombard, Medinah, Naperville, Oak Brook, Oakbrook Terrace, Roselle, Villa Park, Warrenville, West Chicago, Wheaton, Winfield, Wood Dale

County(ies) of DuPage
and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the **DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 7150, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published December 22, 2012 in said **DAILY HERALD**.

IN WITNESS WHEREOF, the undersigned, the said **PADDOCK PUBLICATIONS, Inc.**, has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY *Laulla Baltz*
Authorized Agent

Control # 4325358

AGENDA ITEM

C-4 1-7-13

PROCLAMATION

Honoring the 150th Anniversary of the Signing of the Emancipation Proclamation

WHEREAS, January 1, 2013 marked the 150th Anniversary of the signing of the Emancipation Proclamation by our nation's 16th President Abraham Lincoln; and

WHEREAS, this historic act by President Lincoln courageously declared that "all persons held as slaves in rebellious areas shall be then, thenceforward and forever free"; and

WHEREAS, with this document, President Lincoln lent moral force to the effort by the Union Army to enlist those slaves who sought refuge behind Union lines in the battle to reunify the Confederate states and end, for all times the property status imposed on slaves by their slaveholders; and

WHEREAS, this historic wartime proclamation was seen as an 'act of justice' in that it sought to reunite disaffected slaves as full partners under the Constitution worthy of its guarantees of individual rights, liberty and the pursuit of happiness for all ages; and

WHEREAS, in marking this important anniversary, we are reminded of the sacred Constitutional bonds that exist between all Americans in our quest to achieve a more perfect union and to continue to protect individual rights, champion the common good and advance the cause of liberty and freedom at home and abroad.

NOW, THEREFORE BE IT PROCLAIMED, THAT I, Mayor Frank Saverino, Sr. and the Carol Stream Village Board of Trustees, DuPage County, Illinois in the exercise of its home rule powers does hereby mark the 150th Anniversary of the signing of the Emancipation Proclamation and call upon Carol Stream residents to observe this historic anniversary with appropriate programs, ceremonies, and activities that celebrate the Emancipation Proclamation and reaffirm the timeless principles it embodied.

PROCLAIMED THIS 7th DAY OF JANUARY 2013.

Pamela Fenner, Mayor Pro-Tem

ATTEST:

Beth Melody, Village Clerk

AGENDA ITEM

H-1 1-7-13

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE
CAROL STREAM CODE OF ORDINANCES BY DECREASING
THE NUMBER OF CLASS F LIQUOR LICENSES FROM 7 TO 6
AND
BY INCREASING THE NUMBER OF CLASS A LIQUOR LICENSES FROM 8 TO 9
(RoccoVino's II, Inc d/b/a RoccoVino's Ristorante Italiano)**

WHEREAS, the Corporate Authorities of the Village of Carol Stream granted a Class F Liquor License No. L1214F (beer and wine on premise) to Roccovino's II Inc., 904 Army Trail on May 1, 2012; and

WHEREAS, Roccovino's would now like to serve mixed drinks (Class A license) in addition to beer and wine (Class F license); and

WHEREAS, RoccoVino's has applied for a Class A (full package on premise) liquor license to replace its current Class F (beer and wine on premise) liquor license.

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

SECTION 1: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances, Classification of Liquor Licenses, be and the same is hereby amended by decreasing the number of Class F Liquor Licenses from seven (7) to six (6) effective January 7, 2013.

SECTION 2: 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 January 7, 2013.

SECTION 3: 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 4: This Ordinance shall be in full force and effect from and after its passage and approval by law.

PASSED AND APPROVED THIS 7TH DAY OF JANUARY, 2013.

AYES:

NAYS:

ABSENT:

Pamela Fenner, Mayor Pro-Tem

ATTEST:

Beth Melody, Village Clerk

**AN ORDINANCE APPROVING
AN ANNEXATION AGREEMENT
(MONDRALA PROPERTY - 28W310 TRIESTE LANE)**

WHEREAS, Mark and Jean Mondrala are the owners (hereafter referred to as "Owners") of approximately 0.92 acres of real property located in unincorporated Du Page County, Illinois, that is legally described in Exhibit A within the Annexation Agreement attached hereto; and

WHEREAS, the Property is not currently contiguous to the Village but is anticipated to be contiguous at a future date, and none of the property is presently within the corporate limits of any other municipality; and

WHEREAS, pursuant to the provisions of Section 11-15.1-1 et seq. of the Illinois Municipal Code, a proposed Annexation Agreement, in substance and in form the same as this agreement, except as modified as authorized by Section 11-15.1-3 of said Municipal Code, was submitted to the Village for public hearing and a public hearing was held thereon by the Corporate Authorities pursuant to notice duly published in a newspaper of general circulation, as provided by law; and

WHEREAS, the corporate authorities of the Village have considered the annexation of the Property; and

WHEREAS, the Parties wish to enter into a binding agreement with respect to said annexation, and to other related matters, pursuant to the provisions of Section 11-15.1-1 et seq. of the Illinois Municipal Code, upon the terms and conditions contained in the Annexation Agreement attached hereto; and

WHEREAS, the Mayor and Board of Trustees of the Village find that the annexation of the property to the Village will be beneficial to the Village, will properly and beneficially extend the corporate limits and the jurisdiction of the Village, will permit the sound planning and development of the Village and will otherwise promote the proper growth and general welfare of the Village.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWER, AS FOLLOWS:

Section 1:

The Annexation Agreement between the Village of Carol Stream and the Owners, as attached hereto, is hereby approved.

Section 2:

The Mayor and Village Clerk are authorized and directed to execute the attached Annexation Agreement on behalf of the Village of Carol Stream, Illinois.

ORDINANCE NO. _____

Page 2 of 2

PASSED AND APPROVED THIS 7TH DAY OF JANUARY, 2013

AYES: _____

NAYS: _____

ABSENT: _____

Pamela Fenner, Mayor Pro Tem

(SEAL)

ATTEST:

Beth Melody, Village Clerk

**PREANNEXATION AGREEMENT
SOUTHWEST WATER MAIN EXTENSION PROJECT AREA
(28W310 TRIESTE LANE)**

This Agreement made and entered into this ____ day of _____, 2013, by and between the Village of Carol Stream, an Illinois municipal corporation (hereinafter referred to as the "Village") and Mark and Jean Mondrala (hereinafter referred to as the "Owners").

WITNESSETH:

WHEREAS, the Owners are the Owners of record of certain real estate, legally described in Exhibit A attached hereto and made a part of this Agreement, which property is located in DuPage County, Illinois (hereinafter referred to as the "Property"); and

WHEREAS, the parties hereto desire that the Property be annexed to the Village on the terms and under the conditions hereafter set forth; and

WHEREAS, the Property is not located within the corporate boundaries of any municipality, but is within the planning area of the Village, and may be now or will, within a period of twenty (20) years, be contiguous to the Village; and

WHEREAS, the parties wish to enter into a binding agreement with respect to the future annexation of the Property and to provide for various other matters related directly or indirectly to said future annexation, in accordance with the provisions of 65 ILCS 5/11-15.1-1 et seq.; and

WHEREAS, the Village Board has determined that the future annexation of the Property would further the orderly growth of the Village and promote the general welfare of the Village.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms and conditions herein set forth, the Owners and the Village agree as follows:

1. The provisions of the preamble hereinabove set forth are hereby restated and incorporated herein by reference.
2. The Owners, within thirty (30) days after a written notice from the Village indicating that the Property is now contiguous to the Village, shall submit to the Village an executed Petition for Annexation and plat of annexation in the form provided by law. The Owners shall pay all fees associated with the annexation including publication fees and recording fees.
3. This Agreement shall be binding upon the Owners, as well as the Owners' successors, assigns and heirs. This Agreement shall constitute a covenant running with the land and shall be binding upon all persons taking any interest or right in the

Property after the date of the execution of this Agreement. Any person acquiring any rights or interest in the Property after the date of this Agreement shall be bound by the terms thereof and shall be deemed to have accepted and approved this Agreement in full. The Property may not be annexed to any City or Village other than the Village of Carol Stream during the term of this Agreement.

4. If ownership of the Property or any portion thereof changes subsequent to the execution of this Agreement and prior to annexation, the new Owner or Owners shall submit to the Village a properly executed acknowledgement and acceptance of this Agreement within thirty (30) days of acquiring such interest which shall also notify the Village of the identity of the new Owner and the new Owner's address and telephone number. It shall be the responsibility of the new Owner or Owners to see to the submission of these items. Provided, however, the failure, refusal or neglect to submit these items shall in no way affect the continued validity of this Agreement.

5. The Village may record any Petition for Annexation submitted and this Agreement in the Office of the Recorder of Deeds of DuPage County.

6. The Owners and the Village respectively agree to do all things necessary or appropriate to cause the Property to be duly and validly annexed to the Village as promptly as practicable after the Property becomes contiguous to the Village. Upon contiguity, the Village either on its own or with any other properties may, at any time prior to expiration of this Agreement, annex the Property. The Owners, or their successors in interest, shall assist the Village and take all actions or steps necessary, including, but not limited to, preparing and executing new petitions for annexation, waivers and plats to accomplish said annexation. The Owners shall, at the expense of the Village, within fourteen (14) days after receiving a written request from the Village, join in any court proceeding (represented by an attorney experienced in such matters chosen by the Village) which can result in the annexation of the Property, either by itself or along with other property, to the Village. Upon annexation, the Property shall become subject to all applicable ordinances of the Village, except as may be otherwise provided in this Agreement.

7. Prior to annexation of the Property, the Owners shall be allowed to connect to the municipal water or sewer system. After annexation of the Property, the Owners shall connect to the municipal water or sewer system as required by the ordinances of the Village of Carol Stream. The Owners shall be responsible to construct, at their sole cost and expense, the private service lines necessary to connect to the municipal water or

sewer system. Prior to connection, the Owners shall, at their own cost and expense: a) disconnect the current water service from any existing well and eliminate any cross connections; b) discontinue use of any existing well as a potable water supply; and c) execute an *Application and Consent to Rules – Carol Stream Water Service User*, Exhibit B attached hereto. The Owners shall be allowed to use the existing well solely for the non-potable purpose of landscape watering and shall be prohibited from the use of any well for potable purposes. In the event that the well is determined to be contaminated, is found to be used for potable purposes, or is determined to be cross connected with the Village's water system, the Owners shall be required to abandon and cap the well in accordance with applicable law. The Owners shall abide by the same ordinances, laws, rules and regulations with respect to water and sewer service as consumers and customers within the corporate limits of the Village. This provision includes, but is not limited to, any sprinkling bans or limitations which may be imposed by the Village. The Owners shall pay regular Village connection charges and tap-on fees. Until the Property is annexed to the Village, the Owners shall pay 150% of the customer charges applicable to users within the Village.

8. Prior to annexation of the Property, except as provided in Section 9 herein, all construction, reconstruction and repairs, including but not limited to electrical, plumbing, heating and air conditioning, sanitation systems, building safety and fire prevention, shall be conducted in accordance with the applicable laws and ordinances of the County of DuPage, including the County's bulk zoning ordinances.

9. The Owners acknowledge and affirm that the Property is currently used, and in the future shall be used, for single family residential purposes only. Prior to annexation of the Property, all construction, reconstruction, repairs, development or improvements that: a) are of non-residential accessory structures or uses, b) constitute a change in use from single-family residential, or c) would require subdivision or planned unit development approval pursuant to the ordinances of the Village, shall be conducted in accordance with the applicable laws and ordinances of the Village of Carol Stream and shall be subject to Village approval.

10. Upon annexation, the property will be zoned R-1 One-Family Residence District, and all construction, reconstruction, repair, development, redevelopment or improvement, of whatever type or nature, shall be subject to the applicable laws and ordinances of the Village.

11. The Parties may seek to enforce the terms of this Agreement through a suit seeking specific performance, damages, injunction and costs of enforcing the agreement, including attorneys' and expert witnesses' fees. The parties intend that the standard, which a court would use under such circumstances, shall be the same standard which would be used if the Property were within the Village.

12. Upon payment to the Village of an initial public hearing fee of \$320 by the Owners, the Village shall schedule a public hearing before the Village Board for consideration of an ordinance to approve this Agreement. With the approval of the Village Board, the Village Clerk shall record the Agreement ordinance with the DuPage County Recorder. No permits for connection of the Property to Village utilities will be granted until the Agreement has been approved by the Village Board.

13. Upon annexation, the Owners shall pay the annexation fees to the Village as are then set forth within the Village ordinances, less the initial public hearing fee specified in Section 12. These shall be the only annexation fees payable.

14. Where land annexed to the Village is not annexed to any fire protection district or park district, the Owners shall promptly, upon annexation to the Village, petition for annexation to the Carol Stream Park District and the Carol Stream Fire Protection District.

15. In addition to any other power residing in the Village to enforce the terms and conditions of this Agreement, such as a suit for damages or specific performance, the Village may cut off utility services provided by the Village to the Property for failure of the Owner or Owners to comply with the provisions of Sections 2 and 6.

16. The Parties or their successors or assigns, may, in equity, by suit, action, mandamus, injunction, or other proceedings in court, enforce and compel the performance of this Agreement, including suits for specific performance, but they may not seek monetary damages.

17. This Agreement may only be amended by written instruments signed by both parties, and after the procedures required by law or ordinance to cause the amendment of an annexation agreement.

18. The term of this Agreement shall be twenty (20) years from the date of execution hereof. And, if permitted by law, within one (1) year before or after the expiration of the initial twenty (20) year term, the Village may, at its option, extend the term of this Agreement for an additional twenty (20) years if the property has not been annexed by the Village.

19. If any portion of this Agreement or ordinance enacted pursuant hereto shall be declared invalid, the same shall not affect the validity of this Agreement as a whole other than the part so declared invalid. The parties shall then negotiate in good faith to seek to reestablish the powers and duties found to be invalid. The Owners or the Village shall be obligated to execute any document or take any additional action which may be required to correct any defect which has resulted or could result in the invalidation of this Agreement in whole or in part.

20. This Agreement may be executed in multiple counterparts of duplicate originals or with multiple signature pages each of which shall constitute and be deemed one and the same document.

21. The undersigned Owners warrant that they constitute all Owners of the Property and that they have full authority and power to sign the Agreement and any petitions submitted hereunder and that they have not and will not take any action to change ownership in the Property until after this Agreement is recorded.

IN WITNESS WHEREOF this Agreement has been duly executed by whose names are subscribed below or on the signature pages attached hereto from time to time, and which pages are specifically incorporated herein.

OWNERS

VILLAGE OF CAROL STREAM

By: _____

By: _____

(print name)

(print name)

By: _____

Attest: _____

(print name)

Village Clerk

Subscribed and sworn to before me this

_____ Day of _____, 2013

Notary Public

EXHIBIT A

Lot 2 in Patvic Subdivision, being a resubdivision of Lot 5 in Trieste Lane Subdivision, being a subdivision of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 26, Township 40 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded on January 18, 1993, as Document R93-11632, in DuPage County, Illinois.

P.I.N. 01-26-403-029

EXHIBIT B

APPLICATION AND CONSENT TO RULES
CAROL STREAM WATER SERVICE USER

The Applicants certify that they are the owners ("Owners") of the Property with the common street address of: 28W310 Trieste Lane, West Chicago, IL 60185. This form is an application to receive water from the Village of Carol Stream ("Village") potable water system at the above-specified address and to consent to the rules instituted from time-to-time by ordinance or administrative rule of the Village, or by State statute, which provides the terms and conditions under which residential water users may receive potable water service from the Village.

The Owners hereby consent and acknowledge that in their use of the potable water service of the Village they will fully comply with all such rules, regulations and statutes ("Rules") and that they will do so whether the Property at which they receive water is located within or outside of the corporate boundaries of the Village of Carol Stream. If the Property is located outside of the boundaries of the Village, the Owners consent to the jurisdiction by the Village of the exercise of its ordinances regulating the potable water system, including civil or quasi-criminal penalties, as if the Property were contained within the corporate boundaries of the Village. The Owners will not raise any lack of jurisdiction as counter-claim, affirmative defense or as a motion to dismiss, to any claim, demand or suit, but may defend against any such action by the Village in the same way as if the Property were located within the corporate boundaries of the Village.

The Owners consent to the shut-off of potable water service by the Village in the event that the Owners fail to: (1) Properly connect to the Village's system; (2) Report water leaks or any contamination; (3) Except for any water well allowed by the Village to be used for non-potable purposes, seal any water well on the Property within sixty (60) days after the connection of municipal water and not to install another well while Village water service is provided and furnish the Village with written evidence that the well has been sealed and no new wells put into service; (4) Abide by all of the rules and regulations applicable to a residential water user including but not limited to restrictions on water usage; (5) Promptly pay the water bills.

Subject to Village approval, the Owners may be allowed to keep and maintain an existing water well only in accordance with the following terms and conditions:

1. The water service connection and the well system plumbing must meet the requirements of the current edition of the Illinois Plumbing Code.
2. The private well must be used strictly for irrigation of lawn and landscaping.
3. The installation must be approved by the Village's building official as providing positive separation between the public water supply system and the private well system.
4. The property owner must consent to inspections by the Village of Carol Stream at reasonable hours for the purpose of ensuring that positive separation exists between the public water supply system and the private well system.
5. The well must comply with the requirements of the DuPage County Health Department.
6. A notice of supplemental well must be recorded on the property title in accordance with the requirements of the DuPage County Health Department.
7. The well must be inspected and sampled at the owners' expense by the DuPage County Health Department.
8. The well must be tested annually at the owners' expense, and the results provided to the Village within seven working days.

9. If the private well is ever found to be contaminated, it must be capped and taken out of service in accordance with the requirements of the DuPage County Health Department.
10. If contamination is found to exist in another well in the vicinity of the property, and the Village determines that there is reasonable cause to conclude that the threat of contamination exists, then the private well must be capped and taken out of service in accordance with the requirements of the DuPage County Health Department.
11. At such time as the property becomes contiguous to the Village of Carol Stream and is annexed to the Village, the well must be taken out of service and capped in accordance with the requirements of DuPage County.

In promulgating Rules and notifying the Owners of the existence of such Rules, the Village shall only be required to take such actions as it takes with regard to other residential water users of the Village's system.

The Owners may require, from time-to-time, in writing, a list of the Rules of the Village applicable to their use of potable water and payment for such water. It shall be the obligation of the Owners to make any subsequent Owners of the Property aware of the Application and Consent herein granted. The Village shall accept this Application and Consent by initially providing potable water to the Property. The Owners shall procure the signature of all Owners of the Property at the time of the execution of this document, but the failure to do so shall not release or waive the obligations of those parties that do execute this Application and Consent form for which they shall be jointly and severally liable for the obligations provided for herein both financial and with regard to the Rule.

Dated: _____

OWNERS:

AGENDA ITEM

J-1 1-7-13

Village of Carol Stream

Interdepartmental Memo

DATE: January 7, 2013
TO: Mayor Saverino Sr. & the Board of Trustees
FROM: Christopher M. Oakley, Asst. to the Village Manager
RE: Proposal for 2013 Summer Carnival @ the Town Center

Since 2004, Alpine Amusement Co. (Naperville) has been licensed to provide carnival/amusement programming at the Village Town Center as part of 'Summer in the Center' events. Alpine Amusement Co. is proposing to host a 4-Day summer carnival tentatively scheduled for Thursday, June 27th – Sunday, June 30th. The terms detailed in the proposed carnival agreement are consistent with those from prior years and are highlighted below:

| | |
|--|---|
| Revenue Sharing Thresholds: | 25% (\$1-\$50,000) 30% (\$50,001 +) |
| Concession Booth Fee: | \$125/booth @ 8 – 10 booths |
| \$20 Unlimited Ride Wristbands: | Thursday 6 – 10 pm/ Saturday & Sunday 1- 5 pm |
| \$15 Unlimited Ride Wristbands: | Sunday 6:00 – 9:00 pm (Last Blast) |
| FREE Special Needs Carnival: | Saturday 11:00 am – 1:00 pm |
| Compliance w/ Carnival Code: | Chapter 10 Article 2: Amusements |

The schedule for the proposed carnival is as follows:

| | |
|--|-------------------------|
| Monday, June 24th: | Arrival & Set Up |
| Thursday, June 27th: | <u>Day 1:</u> 6 – 10 pm |
| Friday, June 28th: | <u>Day 2:</u> 6 – 11 pm |
| Saturday, June 29th: | <u>Day 3:</u> 1 – 11 pm |
| Sunday, June 30th: | <u>Day 4:</u> 1 – 9 pm |

Last year's carnival was the 3rd consecutive stand-alone carnival that required minimal staff time to host this event with targeted support for traffic management and patron security by Police volunteers. Revenue from both booth concession fees and ride ticket sales generated from the carnival has historically been programmed into the General Corporate Fund. The net revenue share to the Village from all 2012 carnival proceeds was \$16,410 (\$19,480 in revenue less \$3,070 in staff costs).

If approved, the 2013 carnival will operate from the Town Center's paved parking area and similar to last year, there will not be a summer concert scheduled on Thursday evening of the carnival. The attached contract document tasks the carnival staff for all event-related waste collection, recycling and litter pick up. Because of the successful working relationship with Alpine Amusement Co. over the past 10 years as well as the popularity of the carnival, I recommend entering into a contract for carnival services from June 27th – 30th per the terms detailed in the attached agreement.

The Village recently began the annual event sponsorship appeal to fund the 10-date 2013 summer concert season and to date and has received pledges totaling \$6,500 (38% of goal). The sponsorship solicitation effort will continue through March 15th at which time band contracts will be finalized and event promotion and marketing effort will begin in earnest. A proposed calendar of 2013 Town Center events is detailed below that includes both Village-hosted summer concerts as well as proposed events to be hosted by the Park District and two private non-profits. In addition, a suggested listing of recommended concert series bands are detailed below that includes the band's name, web address and music genre(s).

Please include the proposed carnival contract on the upcoming January 7th regular meeting for consideration and feedback by the Village Board of Trustees.

Proposed Event Calendar- 2013 Town Center Event Season

Thursday, Evening Concerts

1. June 6th
2. June 13th
3. June 20th
4. July 4th (Thursday)
5. July 11th (Troop Concert)
6. July 18th
7. July 25th
8. August 1st
9. August 8th
10. August 15th

Non – Village Events

- Earth Day Collection Event & Fest. - Saturday, April 20th
- Just Play Recreational Festival - Sat. & Sun., May 19th & 20th
- BudsRun 5K Race – Saturday, June 22nd
- Teen Music Festival – Saturday, June 29th
- Barks 'Dog' Festival – Saturday, Sept. 14th & Sunday, Sept. 15th
- Park District Fall 5K Run – September 2013 – Date TBD
- Brain Aneurysm Charity 5K – September 2013 – Date TBD

Recommended Summer Concert Series Bands:

- 28 Days <http://28daysband.com/index.cfm> Pop, Rock, Funk, Classic Rock, R/B & Gospel
- Rendition <http://renditionmusic.com/> Alternative, Dance, Country & Classic Rock
- Neverly Bros. <http://theneverlybrothers.com/> Elvis, Bill Haley, Everly Bros., Buddy Holly
- Miss Behavin' www.missbehavinrocks.com Classic Rock, R&B & Country
- Maggie Speaks <http://maggiespeaks.com/> Rock, Soul, R&B, Alternative Pop & Dance
- Cavern Beat <http://thecavernbeat.com/> Beatles Tribute
- Thunder Road www.thunderroadlive.com/ Bruce Springsteen Tribute & Motown
- Dot Dot Dot <http://dotdotdotonline.com/info> Power Pop & Dance Rock
- Pianoman www.pianomanproductions.net/ Billy Joel & Elton John Tribute
- Heartache Tonight www.heartachetonight.com/ Eagles Tribute Band

ALPINE AMUSEMENT CO. INC.

2648 Wild Timothy Road, Naperville IL 60564

Phone: 630-922-3188

Fax: 630-922-0589

This agreement made this 2nd day of January, 2013, by and between Alpine Amusement Co., Inc., Party of the First Part and the Village of Carol Stream, Party of the Second Part. Party of the Second Part agrees to furnish a location for the erection and operation of a combination of rides, shows and concessions known as Alpine Amusement Co., Inc. Party of the Second Part also agrees to furnish and pay for any Village tax, permits or licenses that may be required for operation, and for all water, lot and street privileges necessary for operating, conducting, and placing of all attractions and concessions (the location must be mutually agreeable and acceptable to both parties).

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

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

IN CONSIDERATION OF THE ABOVE, Party of the First Part agrees to furnish, present and operate rides, concessions, and attractions at The Ross Ferraro Town Center asphalt parking lot for a period of 4 days, starting June 27, 2013 and ending June 30, 2013 for a carnival event. To pay the Second Part the sum of \$125 for each food or concession or game booth operated on the grounds during the engagement. Any concession or booth closed or unable to operate shall pay pro rata for actual days operated. To pay the Party of the Second Part (25% from \$0-\$50,000 and 30% from \$50,001 and over) the gross receipts from monies derived from the sale of admission tickets at any attractions and rides after usual Government Taxes, Midway Insurance and State and City sales tax and amusement tax, if applicable, are deducted.

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

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

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

REMARKS:

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

UNLIMITED RIDE SPECIAL \$20.00/PERSON, THURSDAY 6:00 p.m. -10:00 p.m., SATURDAY, AND SUNDAY 1:00 p.m. -5:00 p.m., SUNDAY 6-9 p.m. LAST BLAST \$15.00/PERSON. Hours of event will be: Thursday 6:00 p.m. - 10:00 p.m., Friday 6:00 p.m. -11:00 p.m., Saturday 1:00 p.m. – 11:00 p.m. and Sunday 1:00 p.m. – 9:00 p.m.

IT IS FURTHER UNDERSTOOD AND AGREED:

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

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

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

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

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

IN WITNESS WHEREOF, we set our hands and seals in good faith this 2nd day of January, 2013.

VILLAGE OF CAROL STREAM

ALPINE AMUSEMENT CO., INC.

By: _____
Party of the Second Part

By: _____
Party of the First Part

Void if not returned by February 15, 2013.

ADDENDUM "A"

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

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

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

Alpine Amusement Co., Inc. agrees to work with the Village to provide a "No-Charge" disability/physically challenged program to take place on Saturday, June 29, 2012 from 11:00 a.m. to 1:00 p.m.

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

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

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

Alpine Amusement Co., Inc. shall obtain all required 2013 State of Illinois ride inspection permits and DuPage County Health Department Food Concession permits, which shall be posted in a conspicuous location for public viewing at the ticket sales booth.

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

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

Alpine Amusement Co., Inc. ticket and concession prices shall not exceed those prices charged at its other events in 2013.

Village of Carol Stream
 Schedule of Bills
 For Village Board Approval on Jan 7 2013

AGENDA ITEM
K-1 1-7-13

| <u>Vendor / Description</u> | <u>Amount</u> | <u>Account Number</u> | <u>Account Description</u> | <u>Invoice No.</u> | <u>Purchase Order</u> |
|---|------------------|-----------------------|----------------------------|--------------------|-----------------------|
| A T & T | | | | | |
| SERV FRM 12/15/12 - 1/15/13 | 438.26 | 01652800-52230 | TELEPHONE | 630Z57651912DEC/12 | |
| | <u>438.26</u> | | | | |
| B & F TECHNICAL CODE | | | | | |
| PERMIT PLAN REV 299 S SCHMALE | 300.00 | 01643700-52253 | CONSULTANT | 36277 | 20130004 |
| PERMIT PLAN REVIEW 299 SCHMALE | 374.50 | 01643700-52253 | CONSULTANT | 36244 | 20130004 |
| PERMIT PLAN REVIEW 299 SCHMALE | 375.00 | 01643700-52253 | CONSULTANT | 36259 | 20130004 |
| PERMIT PLAN REVIEW-1415 LIES RD | 392.34 | 01643700-52253 | CONSULTANT | 36241 | 20130004 |
| PERMIT PLAN RVW 124 WINDSOR PK DR | 392.34 | 01643700-52253 | CONSULTANT | 36298 | 20130004 |
| PLUMBING INSP'S NOVEMBER 2012 | 2,040.00 | 01643700-52253 | CONSULTANT | 36236 | 20130034 |
| | <u>3,874.18</u> | | | | |
| BAXTER & WOODMAN INC | | | | | |
| TUBEWAY LIFT STN | 791.25 | 04101500-52253 | CONSULTANT | 0166300 | 20130069 |
| USEPA GRANT CONTR MANAGEMENT TUBEWAY | 3,060.00 | 11740000-55488 | STORMWATER UTILITIES | 0166299 | |
| | <u>3,851.25</u> | | | | |
| C S PARK DISTRICT | | | | | |
| PASSES SOLD IN DECEMBER 2012 BARK PARK | 203.00 | 01-24236 | BARK PARK MEMBERSHIP | DEC/12 BARK PARK | |
| | <u>203.00</u> | | | | |
| CALL ONE | | | | | |
| SERV FRM NOV 15- DEC 15 2012 | 3,445.20 | 01650100-52230 | TELEPHONE | 1010-6641 12/15/12 | |
| | <u>3,445.20</u> | | | | |
| CDS OFFICE TECHNOLOGIES | | | | | |
| 6 PANASONIC TOUGHBOOKS POLICE DEPT | 26,850.00 | 01662700-54413 | COMPUTER EQUIPMENT | 737656 | |
| | <u>26,850.00</u> | | | | |
| CH2MHILL OMI | | | | | |
| CAP EX PRGM CHRG CONTRACT THRU 12/28/12 | 20,017.17 | 04101100-52262 | WRC CONTRACT | 55665 | 20130024 |
| | <u>20,017.17</u> | | | | |

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on Jan 7 2013**

| <u>Vendor / Description</u> | <u>Amount</u> | <u>Account Number</u> | <u>Account Description</u> | <u>Invoice No.</u> | <u>Purchase Order</u> |
|---|-----------------|-----------------------|----------------------------|---------------------|-----------------------|
| COMCAST CABLE | | | | | |
| SERV FOR JANUARY 2013 | 86.90 | 01652800-52234 | DUES & SUBSCRIPTIONS | 8771201800010112JAN | |
| | <u>86.90</u> | | | | |
| COMED | | | | | |
| AGGREGATION INTL PROV REPT FEE | 168.00 | 01520000-52240 | PUBLIC NOTICES/INFORMATION | 2243088086FINAL | |
| SERV FRM 11/8 - 12/10 2012 | 24.68 | 01670600-52248 | ELECTRICITY | 6827721000DEC/12 | |
| SERV FRM 11/15 - 12/19 2012 | 838.41 | 04201600-52248 | ELECTRICITY | 0300009027DEC/12 | |
| SERV FRM 11/15 -12/18 2012 | 516.29 | 04101500-52248 | ELECTRICITY | 2496057000DEC/12 | |
| SERV FRM 11/15 -12/19 2012 | 430.44 | 06320000-52248 | ELECTRICITY | 6213120002DEC/12 | |
| SERV FRM 11/16 - 12/18 2012 | 90.99 | 01670600-52248 | ELECTRICITY | 6337409002DEC/12 | |
| SERV FRM 11/17 - 12/19 2012 | 145.10 | 06320000-52248 | ELECTRICITY | 6675448009DEC/12 | |
| SERV FRM 11/17 - 12/20 2012 | 48.81 | 06320000-52248 | ELECTRICITY | 1043062112DEC/12 | |
| SERV FRM 11/17- 12/19 2012 | 33.96 | 01662300-52298 | ATLE SERVICE FEE | 4202129060DEC/12 | |
| SERV FRM 11/17-12/19 2012 | 15.54 | 01670600-52248 | ELECTRICITY | 0803155026DEC/12 | |
| SERV FRM 11/19 - 12/20 2012 | 28.86 | 06320000-52248 | ELECTRICITY | 1603109101DEC/12 | |
| SERV FRM 11/19 - 12/20 2012 | 67.11 | 04101500-52248 | ELECTRICITY | 0291093117DEC/12 | |
| SERV FRM 11/20 - 12/21 2012 | 23.79 | 01670600-52248 | ELECTRICITY | 5838596003DEC/12 | |
| SERV FRM 11/21 - 12/26 2012 | 23.79 | 01670600-52248 | ELECTRICITY | 2127117053DEC/12 | |
| SRV FRM 11/15 - 12/18 2012 | 72.10 | 04201600-52248 | ELECTRICITY | 2514004009DEC/12 | |
| SRV FRM 11/17 - 12/19 2012 | 15.54 | 01670600-52248 | ELECTRICITY | 1865134015DEC/12 | |
| SRV FRM 11/17- 12/19 2012 | 114.67 | 06320000-52248 | ELECTRICITY | 0030086009DEC/12 | |
| SRV FRM 11/17- 12/19 2012 | 128.72 | 06320000-52248 | ELECTRICITY | 3153036011DEC/12 | |
| SRV FRM 11/19 -12/19 2012 | 15.54 | 01670600-52248 | ELECTRICITY | 4483019016DEC/12 | |
| | <u>2,802.34</u> | | | | |
| CONSTELLATION NEW ENERGY | | | | | |
| ELECT SRV FRM 11/15-12/18 2012 | 2,427.78 | 06320000-52248 | ELECTRICITY | 8416789-0001 | |
| SERV FRM 11/15 - 12/17 2012 124 GERZEVSKE | 2,250.02 | 04201600-52248 | ELECTRICITY | 8396387-0001 | |
| SERV FRM 11/16-12/19 2012 300 KUHN RD | 1,945.32 | 04201600-52248 | ELECTRICITY | 8445155-0001 | |
| | <u>6,623.12</u> | | | | |

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on Jan 7 2013**

| <u>Vendor / Description</u> | <u>Amount</u> | <u>Account Number</u> | <u>Account Description</u> | <u>Invoice No.</u> | <u>Purchase Order</u> |
|--|-------------------|-----------------------|-----------------------------|--------------------|-----------------------|
| DAVID G BAKER | | | | | |
| VLG BOARD MTG TELCAST 12/17/12 | 105.00 | 01650100-52253 | CONSULTANT | 121712 | |
| | <u>105.00</u> | | | | |
| DISCOVERY BENEFITS | | | | | |
| DECEMBER FLEX ADMIN | 205.00 | 01600000-52273 | EMPLOYEE SERVICES | 352140 | |
| | <u>205.00</u> | | | | |
| DUPAGE COUNTY | | | | | |
| POLICE DATA PROC NOVEMBER 2012 | 250.00 | 01662600-52247 | DATA PROCESSING | 1441 | |
| | <u>250.00</u> | | | | |
| DUPAGE WATER COMMISSION | | | | | |
| OPER & MTC COSTS FOR NOV/12 | 273,744.37 | 04201600-52283 | DUPAGE CTY WATER COMMISSION | 9828 | |
| | <u>273,744.37</u> | | | | |
| ELEVATOR INSPECTION SERVICES | | | | | |
| INSPECTION PERFORMED 12/3/2012 VLG HALL | 100.00 | 01680000-52244 | MAINTENANCE & REPAIR | 38781 | |
| | <u>100.00</u> | | | | |
| ENGINEERING RESOURCE ASSOCIATES INC | | | | | |
| AUTO MECHANICS UNION REV THRU NOV 2012 | 1,129.80 | 01621900-52253 | CONSULTANT | 121106.01 | |
| ILLINI/THUNDERBIRD BRIDGE INSP THRU 11/12 | 1,300.00 | 11740000-55489 | MISCELLANEOUS CAP IMPR | 121105.01 | |
| | <u>2,429.80</u> | | | | |
| ERYOPS BODYCRAFT INC | | | | | |
| CLUEVER CRASH 12/3 UNIT #697 | 1,942.12 | 01662300-52212 | AUTO MAINTENANCE & REPAIR | 5345 | |
| | <u>1,942.12</u> | | | | |
| FEDEX | | | | | |
| INV SUMMARY DEC 26 2012 | 40.55 | 01610100-53317 | OPERATING SUPPLIES | 2 126 60425 | |
| | <u>40.55</u> | | | | |

**Village of Carol Stream
Schedule of Bills
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| <u>Vendor / Description</u> | <u>Amount</u> | <u>Account Number</u> | <u>Account Description</u> | <u>Invoice No.</u> | <u>Purchase Order</u> |
|--|------------------|-----------------------|------------------------------|--------------------|-----------------------|
| FEECE OIL CO | | | | | |
| GAS | 21,360.26 | 01696200-53356 | GAS PURCHASED | 3236052 | |
| | <u>21,360.26</u> | | | | |
| H & H ELECTRIC COMPANY | | | | | |
| EMERG ST LIGHT 363 ST PAUL | 8,663.95 | 01670300-52271 | STREET LIGHT MAINTENANCE | 20009 | |
| | <u>8,663.95</u> | | | | |
| HOLIDAY INN | | | | | |
| DVCB DUES 2013- HOLIDAY INN | 2,371.36 | 01520000-52234 | DUES & SUBSCRIPTIONS | DVCB DUES 2013 | |
| | <u>2,371.36</u> | | | | |
| I D O T (IL STATE TREASURER) | | | | | |
| FAIR OAKS RD CONST COST REIMB | 14,287.49 | 11740000-55486 | ROADWAY CAPITAL IMPROVEMENT | 105589 | |
| VIL SHARE CONS COST KUHN RD BIKE PATH | 17,557.91 | 11740000-55486 | ROADWAY CAPITAL IMPROVEMENT | 105539 | |
| | <u>31,845.40</u> | | | | |
| ILLINOIS DRUG ENFORCEMENT OFFICERS ASSN | | | | | |
| REG FOR ANNL CONF 4/10-12 2013 | 240.00 | 01664700-52223 | TRAINING | GLEN HARKER REG | |
| | <u>240.00</u> | | | | |
| IMPACT NETWORKNG LLC | | | | | |
| SERV FRM 10/12 THRU 1/13 & OVRG CHRNG 7/12 | 3,174.91 | 01652800-52226 | OFFICE EQUIPMENT MAINTENANCE | 204451 | |
| | <u>3,174.91</u> | | | | |
| JOHN L FIOTI | | | | | |
| TOW ORD/ATLE HEARINGS FOR DEC 12TH 2012 | 187.50 | 01662300-52310 | ATLE LEGAL ADJUDICATION | C S 47 | |
| TOW ORD/ATLE HEARINGS FOR DEC 12TH 2012 | 187.50 | 01570000-52238 | LEGAL FEES | C S 47 | |
| | <u>375.00</u> | | | | |
| JOHN PAUL CORDERO | | | | | |
| REMOVAL TREES-EAB | 33,715.00 | 01670700-52281 | EAB REMOVAL/REPLACEMENT | 1123 | 20130079 |
| | <u>33,715.00</u> | | | | |

**Village of Carol Stream
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For Village Board Approval on Jan 7 2013**

| <u>Vendor / Description</u> | <u>Amount</u> | <u>Account Number</u> | <u>Account Description</u> | <u>Invoice No.</u> | <u>Purchase Order</u> |
|--|------------------|-----------------------|-----------------------------|----------------------|-----------------------|
| KLEIN, THORPE & JENKINS, LTD | | | | | |
| LEGAL SERV THRU NOV 30 2012 | 253.00 | 01-24322 | NORTH AVE SHELL ENVIRON DEP | 161415-8 NOV/12 | |
| LEGAL SERV THRU NOV 30 2012 | 835.50 | 04100100-52238 | LEGAL FEES | 161415-8 NOV/12 | |
| LEGAL SERV THRU NOV 30 2012 | 918.50 | 21500000-52238 | LEGAL FEES | 161415-8 NOV/12 | |
| LEGAL SERV THRU NOV 30 2012 | 2,808.00 | 22490000-52238 | LEGAL FEES | 161415-8 NOV/12 | |
| LEGAL SERV THRU NOV 30 2012 | 5,950.08 | 01570000-52238 | LEGAL FEES | 161415-8 NOV/12 | |
| | 10,765.08 | | | | |
| KONICA MINOLTA BUSINESS SOLUTIONS | | | | | |
| COPIER CHRG'S FRM 11/15-12/13 2012 | 103.46 | 01662400-52226 | OFFICE EQUIPMENT MAINTENANC | 223154667 | |
| | 103.46 | | | | |
| MIDCO | | | | | |
| CORRECTED PHONE LINE PROBLEM @ WTR REC | 272.50 | 04101500-52230 | TELEPHONE | 262022 | |
| REPLMNT PHONES LUNCH RM & 1 SPR | 153.88 | 01652800-54412 | OTHER EQUIPMENT | 264910 | |
| | 426.38 | | | | |
| MORONI LAW OFFICES | | | | | |
| PROF SERVICES FOR NOV/2012 | 2,110.00 | 01570000-52235 | LEGAL FEES-PROSECUTION | NOV/2012 | |
| | 2,110.00 | | | | |
| NAVIANT INC | | | | | |
| MINOLTA MS6000 MTC AGREE 2/15/12-2/14/14 | 710.00 | 01640100-52226 | OFFICE EQUIPMENT MAINTENAN | 0116436-IN | |
| | 710.00 | | | | |
| NICOR | | | | | |
| SERV FRM 11/09 THRU 12/05 2012 | 61.40 | 11740000-55488 | STORMWATER UTILITIES | 98 99 01 0438 6 NOV | |
| SERV FRM 11/27 - 12/27 2012 200 TUBEWAY | 26.00 | 04101500-52277 | HEATING GAS | 14 30 94 7020 2DEC12 | |
| SERV FRM 9/29 - 11/09 2012 | 71.00 | 11740000-55488 | STORMWATER UTILITIES | 98 99 01 0438 6 OCT | |
| | 158.40 | | | | |

**Village of Carol Stream
Schedule of Bills
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| <u>Vendor / Description</u> | <u>Amount</u> | <u>Account Number</u> | <u>Account Description</u> | <u>Invoice No.</u> | <u>Purchase Order</u> |
|--|-----------------|-----------------------|------------------------------|--------------------|-----------------------|
| OCE IMAGISTICS INC | | | | | |
| COPIER BLDG DEPT | 11.37 | 01640100-52226 | OFFICE EQUIPMENT MAINTENANCE | 736955309 | |
| COPIER BLDG DEPT | 5,684.00 | 01640100-54411 | OFFICE EQUIPMENT | 736955309 | |
| | <u>5,695.37</u> | | | | |
| REFUNDS MISC | | | | | |
| REIMB FOR REMOVAL OF TREE | 965.00 | 01670700-52281 | EAB REMOVAL/REPLACEMENT | 295 ARAPAHOE | |
| | <u>965.00</u> | | | | |
| SIKICH LLP | | | | | |
| AUDIT FEES THRU NOV 30 2012 | 1,100.00 | 01520000-52237 | AUDIT FEES | 152058 | |
| | <u>1,100.00</u> | | | | |
| STEPHEN A LASER ASSOCIATES P C | | | | | |
| PSYCH ASSESSMENT -OFFCR CANDIDATE POLICE | 600.00 | 01510000-52228 | PERSONNEL HIRING | 2003130 | |
| | <u>600.00</u> | | | | |
| STEVE MARTIN | | | | | |
| REIMB FOR CODE PROF TESTING 12/3/12 | 180.00 | 01643700-52223 | TRAINING | 0006-9443-6580 | |
| | <u>180.00</u> | | | | |
| STRAND & ASSOCIATES | | | | | |
| BASIN #24 ANALYSIS SRV FRM NOV 1 - NOV 30 21 | 7,330.00 | 04101500-52244 | MAINTENANCE & REPAIR | 95425 | 20130071 |
| I&I STUDY BASIN #39 SRV FRM 11/1/12-11/30/12 | 520.00 | 04101500-54480 | CONSTRUCTION | 95451 | 20130048 |
| | <u>7,850.00</u> | | | | |
| THE STATE FIRE MARSHALL | | | | | |
| ELEVATOR ANNUAL INSPECTION 12/3/12 | 75.00 | 01680000-52244 | MAINTENANCE & REPAIR | 5125046551 | |
| | <u>75.00</u> | | | | |
| THOMAS F HOWARD JR | | | | | |
| LEGAL SERV'S FRM 11/28/12 - 12/31/12 | 7,327.50 | 01570000-52312 | PROSECUTION DUI | 199 | |
| | <u>7,327.50</u> | | | | |

**Village of Carol Stream
 Schedule of Bills
 For Village Board Approval on Jan 7 2013**

| <u>Vendor / Description</u> | <u>Amount</u> | <u>Account Number</u> | <u>Account Description</u> | <u>Invoice No.</u> | <u>Purchase Order</u> |
|---|-----------------|-----------------------|----------------------------|--------------------|-----------------------|
| TIMOTHY W. SHARPE | | | | | |
| ACTUARY SERV FRM SEPT THRU DEC 2012 | 2,100.00 | 01610100-52254 | ACTUARIAL | 12/28/12 SEPT-DEC | |
| | <u>2,100.00</u> | | | | |
| TRANSYSTEMS CORPORATION | | | | | |
| CONSTRUCTION, ADM OF KUHN RD B | 767.45 | 11740000-55486 | ROADWAY CAPITAL IMPROVEMEN | 2372531-11 | 20130003 |
| FAIR OAKS RD LAPP PH III CONST | 2,088.38 | 11740000-55486 | ROADWAY CAPITAL IMPROVEMEN | 2372507-9 | 20130002 |
| W BRANCH TRL PRJ PHASE I DSGN | 1,521.45 | 11740000-55486 | ROADWAY CAPITAL IMPROVEMEN | 2374049-16 | 20130027 |
| | <u>4,377.28</u> | | | | |
| US EPA- LAS VEGAS FINANCE CENTER | | | | | |
| FINAL ACCTN'G OF TUBEWAY LIFT STN GRANT | 3,083.87 | 11740000-55488 | STORMWATER UTILITIES | XP-00E004428 | |
| | <u>3,083.87</u> | | | | |

**Village of Carol Stream
Schedule of Bills
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| <u>Vendor / Description</u> | <u>Amount</u> | <u>Account Number</u> | <u>Account Description</u> | <u>Invoice No.</u> | <u>Purchase Order</u> |
|--------------------------------|----------------------------|-----------------------|----------------------------|--------------------|-----------------------|
| VERIZON WIRELESS | | | | | |
| SERV FRM NOV 14 - DEC 13 2012 | 20.19 | 01643700-52230 | TELEPHONE | 2843432697 Dec/12 | |
| SERV FRM NOV 14 - DEC 13 2012 | 20.21 | 01642100-52230 | TELEPHONE | 2843432697 Dec/12 | |
| SERV FRM NOV 14 - DEC 13 2012 | 20.21 | 01662500-52230 | TELEPHONE | 2843432697 Dec/12 | |
| SERV FRM NOV 14 - DEC 13 2012 | 71.46 | 01600000-52230 | TELEPHONE | 2843432697 Dec/12 | |
| SERV FRM NOV 14 - DEC 13 2012 | 72.24 | 01622200-52230 | TELEPHONE | 2843432697 Dec/12 | |
| SERV FRM NOV 14 - DEC 13 2012 | 73.56 | 01610100-52230 | TELEPHONE | 2843432697 Dec/12 | |
| SERV FRM NOV 14 - DEC 13 2012 | 73.56 | 04200100-52230 | TELEPHONE | 2843432697 Dec/12 | |
| SERV FRM NOV 14 - DEC 13 2012 | 73.56 | 01690100-52230 | TELEPHONE | 2843432697 Dec/12 | |
| SERV FRM NOV 14 - DEC 13 2012 | 94.03 | 01680000-52230 | TELEPHONE | 2843432697 Dec/12 | |
| SERV FRM NOV 14 - DEC 13 2012 | 108.36 | 01620100-52230 | TELEPHONE | 2843432697 Dec/12 | |
| SERV FRM NOV 14 - DEC 13 2012 | 165.46 | 01652800-52230 | TELEPHONE | 2843432697 Dec/12 | |
| SERV FRM NOV 14 - DEC 13 2012 | 174.68 | 04201600-52230 | TELEPHONE | 2843432697 Dec/12 | |
| SERV FRM NOV 14 - DEC 13 2012 | 190.02 | 01662300-52230 | TELEPHONE | 2843432697 Dec/12 | |
| SERV FRM NOV 14 - DEC 13 2012 | 219.44 | 01664700-52230 | TELEPHONE | 2843432697 Dec/12 | |
| SERV FRM NOV 14 - DEC 13 2012 | 221.76 | 01650100-52230 | TELEPHONE | 2843432697 Dec/12 | |
| SERV FRM NOV 14 - DEC 13 2012 | 269.39 | 01662400-52230 | TELEPHONE | 2843432697 Dec/12 | |
| SERV FRM NOV 14 - DEC 13 2012 | 375.26 | 01670100-52230 | TELEPHONE | 2843432697 Dec/12 | |
| SERV FRM NOV 14 - DEC 13 2012 | 618.42 | 01660100-52230 | TELEPHONE | 2843432697 Dec/12 | |
| SERV FRM NOV 14 - DEC 13 2012 | 998.29 | 01662700-52230 | TELEPHONE | 2843432697 Dec/12 | |
| | <u>3,860.10</u> | | | | |
| VILLAGE OF CAROL STREAM | | | | | |
| SERV FRM 10/05 - 11/03 2012 | 9.92 | 01680000-53220 | WATER | 20878/111373 | |
| SERV FRM 11/03 - 12/05 2012 | 7.55 | 01680000-53220 | WATER | 633266/20878 | |
| SERV FRM 11/03 - 12/06 2012 | 172.49 | 01680000-53220 | WATER | 633264/20876 | |
| | <u>189.96</u> | | | | |
| GRAND TOTAL | <u><u>\$500,431.54</u></u> | | | | |

The preceding list of bills payable totaling \$500,431.54 was reviewed and approved for payment.

Approved by:



Joseph Breinig – Village Manager

Date: 1/4/13

Authorized by:

Pam Fenner – Mayor Pro-Tem

Beth Melody, Village Clerk

Date: _____

AGENDA ITEM

K-2 1-7-13

ADDENDUM WARRANTS Dec 18, 2012 thru Jan 7, 2013

| Fund | Check # | Vendor | Description | Amount |
|---------------|---------|------------------|--|-------------------|
| General | A C H | Charter One Bank | Payroll Dec 10, 2012 thru Dec 23, 2012 | 427,409.62 |
| Water & Sewer | A C H | Charter One Bank | Payroll Dec 10, 2012 thru Dec 23, 2012 | <u>33,638.56</u> |
| | | | | <u>461,048.18</u> |

Approved this _____ day of _____, 2013

By: _____
Pam Fenner - Mayor Pro-Tem

Beth Melody - Village Clerk