



Board of Commissioners
Regular Business Meeting
910 N Gary Ave
Premier Room

December 11, 2023

6:00pm

- 1. Call To Order**
- 2. Roll Call – Pledge of Allegiance**
- 3. Listening Post**
 - A. WDSRA Update, Dan Leahy
 - B. Gevevive Snopko Introduction
- 4. Changes or Additions to the Agenda**
- 5. Consent Agenda**

All items listed are included in the Consent Agenda. There will be no separate discussion of these items. Members of the public may petition in writing that an item be removed from the Consent Agenda.

 - A. Approval: Regular Minutes: November 13, 2023
 - B. Approval: Finance Committee Minutes: December 4, 2023
 - C. Ratify: November 2023 Bills
 - D. Approval: Affiliate Agreement with Carol Stream Travel Softball and Baseball Association
 - E. Approval: Affiliate Agreement with Carol Stream Youth Football Association
 - F. Approval: Ordinance No. 572 Park District Surplus
- 6. Discussion Items**
 - A. Future Capital Improvement Plan
 - B. Potential Partnership Opportunity with Benjamin School District
 - C. Affiliate Agreements Review and Approval Process
 - D. Weekly Happenings (oral)
- 7. Action Items**
 - A. Approval: Ordinance No. 571 Levying and Assessing Taxes for the Year 2023
 - B. Approval: Ordinance No. 573 Annexing Certain Property to the Carol Stream Park District
- 8. Closed Session**
 - A. Section 2(c)(21) Biannual Review of Closed Session Minutes
- 9. Action Pertaining to Closed Session**
- 10. Adjournment**



**Board of Commissioners
Regular Meeting
November 13, 2023
6:00pm**

Call to Order	Commissioner Jeffery called the meeting to order at 6:00 pm.								
Roll Call/Pledge of Allegiance	Present: Commissioners Powers, Sokolowski, Gramann, Jeffery, DelPreto, Bird, and Witteck. Staff: Executive Director Rini, Directors Scumaci, Quinn, Bachewicz, and Hamilton, and Executive Assistant Greninger.								
Listening Post	IAPD 20 year Anniversary Award was presented to Commissioner Bird.								
Changes to the Agenda									
Consent Agenda	<p>Commissioner Powers made a motion to accept the consent agenda as read. Seconded by Commissioner Gramann.</p> <ul style="list-style-type: none"> A. Approval: Regular Minutes: October 23, 2023 B. Ratify October 2023 Bills C. Ratify: Third Quarter Treasurers Report <p>Voice Vote. All in favor. None opposed. Motion Passes.</p> <p>Commissioner Sokolowski made a motion to approve the consent agenda as read. Seconded by Commissioner Bird.</p> <p>Roll Call Vote:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Commissioner DelPreto: Aye</td> <td style="width: 50%;">Commissioner Gramann: Aye</td> </tr> <tr> <td>Commissioner Jaszka: Aye</td> <td>Commissioner Powers: Aye</td> </tr> <tr> <td>Commissioner Jeffery: Aye</td> <td>Commissioner Sokolowski: Aye</td> </tr> <tr> <td>Commissioner Bird: Aye</td> <td></td> </tr> </table> <p>Motion Passes 7-0-0</p>	Commissioner DelPreto: Aye	Commissioner Gramann: Aye	Commissioner Jaszka: Aye	Commissioner Powers: Aye	Commissioner Jeffery: Aye	Commissioner Sokolowski: Aye	Commissioner Bird: Aye	
Commissioner DelPreto: Aye	Commissioner Gramann: Aye								
Commissioner Jaszka: Aye	Commissioner Powers: Aye								
Commissioner Jeffery: Aye	Commissioner Sokolowski: Aye								
Commissioner Bird: Aye									
Discussion Items	<ul style="list-style-type: none"> A. Self-Guided Park Tours Director Hamilton prepared a list of four parks for each Commissioner to visit by April 15 to provide feedback and fresh eyes on the parks. B. Weekly Happenings (oral) <ul style="list-style-type: none"> • Commissioner Sokolowski asked for an update on shoreline erosion at Evergreen Lakes. Executive Director Rini reviewed the purpose of the fencing along damaged areas of the shoreline, and that staff will be checking the fencing weekly to ensure it's in place; a sturdier fence may be needed over the winter months. WBK Engineering is working on a proposal that would segment and prioritize areas of the lake for erosion restoration; it would include seeking grants along with a budget for the 								

	<p>restoration work. The District has had several positive and supportive communications from residents. There has only been one resident who continues to complain to us.</p> <ul style="list-style-type: none"> • Commissioner Sokolowski asked about the progress on Community Park. Director Hamilton said the goal is to get the asphalt for the parking lot, trails, and basketball court done by Thanksgiving. We have applied for a project extension from the County of up to nine months without too much paperwork. Weather may play a part in the contractor's ability to finish the project. Executive Director Rini added that we are working with DuPage County to get the paperwork completed correctly so the contractor can get paid. We can't release payment until the County gives their approval. We will schedule a Parks and Facilities Meeting to provide a tour for the Board. • Director Bachewicz said December 1 is the annual tree lighting at Town Center and Fountain View Recreation Center from 6-8pm.
<p>Action Items</p>	<p>A. Approval: Mowing and Landscape Services Bid Award Director Hamilton presented the bid results for the mowing and landscape services. The lowest bidder is Sweet Home Landscaping. It includes weekly mowing, trash pick-up and bi-weekly weeding. Commissioner Sokolowski made a motion to approve a contract with Sweet Home Landscaping, Elgin, IL, for mowing and landscaping services totaling \$216,825 annually for a term of three years. Seconded by Commissioner Del Preto. Voice Vote. All in favor. None opposed. Motion Passes.</p> <p>B. Approval Resolution 23-04 Estimation of Funds to be Raised by Taxation for the Year 2023. Director Scumaci said this is a housekeeping item in preparation for the Tax Levy Ordinance in December. None of the townships have provided estimates for new growth and reassessment due to a software change at the County that is impeding their final calculations. Our estimated aggregate levy is 104.9% in order to capture any new growth. Executive Director Rini noted legislation passed which allows us to recapture new growth for three years so we have an avenue to recoup if our estimate is low this year. Commissioner Bird is thankful to keep it under 5%. Commissioner Gramann prefers to be conservative. Commissioner Del Preto made a motion to approve Resolution 23-04 determining funds estimated to be raised by taxation for the year 2023, in order to comply with the truth in taxation requirements. Seconded by Commissioner Witteck.</p> <p>Roll Call Vote: Commissioner DelPreto: Aye Commissioner Jaszka: Aye Commissioner Jeffery: Aye Commissioner Bird: Aye Commissioner Gramann: Aye Commissioner Powers: Aye Commissioner Sokolowski: Aye</p>



	Motion Passes 7-0-0
Closed Session	None
Action Pertaining to Closed Session	None
Adjournment	Commissioner Powers made a motion to adjourn the meeting. Seconded by Commissioner Gramann. Voice Vote taken. Motion passed 7-0-0. Meeting adjourned at 6:41 pm.

President
Jacqueline Jeffery

Secretary
Sue Rini

December 11, 2023
Date



Finance Committee Meeting Minutes

December 4, 2023

6:00 - 7:30 pm

Present: Commissioners Powers and Sokolowski.
Staff: Executive Director Rini, Directors Bachewicz, Hamilton, Quinn, and Scumaci, Superintendent Adamson, Finance Supervisor Nge and Executive Assistant Greninger

Topic: Presentation of the Proposed 2024 Budget

Executive Director Rini presented the budget for fiscal year 2024. During this meeting, we will provide an overview of the proposed budget and highlight key areas. At the January 8, 2024 meeting, we will request the Board's formal approval of the 2024 Proposed Budget, the Budget and Appropriation Ordinance, the 2024 Organizational Chart and 2024 Full-Time and Part-Time Wage Scales.

Each Board Member received a copy of Commissioner Power's questions and answers, which were reviewed.

Executive Director Rini explained that staff is presenting a spend down budget for 2024 due to earnings in the two prior years significantly surpassed budgeted expectations and resulted in reaching fund balance targets, and two major projects planned in 2024 that will be funded by operational repair and replacement dollars in the Corporate and Recreation Funds. A \$500,000 transfer from the Corporate Fund into the Capital Fund represents dollars above the target balance, and is the first for the District. It is what we have been planning to do for a long time, and represents a significant accomplishment. This is how we will fund our Capital Improvement Plan without issuing bonds, or incurring further debt. Our goal is to continue to make regular transfers regularly.

We will intentionally spend down these operating funds to reduce balances to their targeted levels. If not for strong financial performance over the last few years, we would not be in a position to make these transfers out of the operating funds. Commissioner Sokolowski asked if we do this yearly. Director Scumaci said it depends on our annual performance. It is like putting money in a savings account. When the Corporate and Recreation funds meet their targets, we can put the excess in the savings account.

Director Scumaci proceeded with the presentation. We have budgeted to receive \$65,000 less in Corporate Replacement Taxes based on information from Illinois Department of Revenue. Most of the tax dollars we receive goes to pay the bond debt. Commissioner Sokolowski asked what the split is from tax versus revenue from fees. Director Scumaci said we are at 35.9% taxes

versus 64.1% of our revenue from fees. The repayment of debt makes up the majority of the taxes collected by the District. Now that we have reached target fund balances, we plan to continue to self-fund our Capital Improvement Plan through planned transfers. We will also continue to look for options to refinance existing debt to reduce payments.

Both the Recreation Fund and Corporate funds are budgeted to end above their targets – even with transfers to Capital, and the funding of several large projects with operational dollars. The Ancillary Funds also reflect strong balances. The Operational Repair and Replacement funds have served us well. They provide funding for many small to mid-sized projects, but can also fund larger projects without using bond money. They also make sure there are funds available to keep our programs outfitted with good equipment and amenities, and provide good customer experience. The Recreation Operational Repair Fund will be used next year to re-plaster the FVRC indoor pool. Director Scumaci finished reviewing the budget presentation. There being no further questions, the committee meeting was adjourned at 7:30 pm.

Respectfully submitted by:



Lisa Scumaci
Director of Finance and IT

Motion:

Make a motion to ratify bills as presented in the Accounts Payable Voucher List for November 2023.

Lisa Scumaci
(Treasurer)

12/6/2023
(Date)

Carol Stream Park District
Accounts Payable Voucher List
November 2023

Presented to the
Board of Commissioners
December 11, 2023

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
S U M M A R Y

VENDOR	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	---BALANCE---

01-000032	AQUA PURE ENTERPRISES										
	23-45433	INV	0147406-IN	10/31/23	11/17/23	N	1,151.81	1,151.81-	108093	11/17/23	0.00
						** TOTALS **	1,151.81	1,151.81-			0.00
01-000044	PDRMA										
	23-44459	INV	1023070	10/31/23	11/03/23	N	10,570.29	10,570.29-	001449	11/03/23	0.00
						** TOTALS **	10,570.29	10,570.29-			0.00
01-000049	FLEXIBLE BENEFIT SRV CRP										
	23-44578	INV	948389734261	11/05/23	11/22/23	N	50.00	50.00-	001459	11/22/23	0.00
	23-45439	INV	Flex Claims 10/23	11/01/23	11/09/23	N	161.00	161.00-	001455	11/09/23	0.00
						** TOTALS **	211.00	211.00-			0.00
01-000078	BENJAMIN SCHOOL DIST. 25										
	23-44471	INV	IGA 11/23	11/01/23	11/16/23	N	795.00	795.00-	108095	11/17/23	0.00
						** TOTALS **	795.00	795.00-			0.00
01-000086	BLOOMINGDALE PARK DIST.										
	23-45394	INV	BLOOMINGDALE MEET	10/20/23	11/03/23	N	450.00	450.00-	108037	11/03/23	0.00
						** TOTALS **	450.00	450.00-			0.00
01-000154	ACTIVE NETWORK, LLC										
	23-45468	INV	1000150836	10/17/23	11/17/23	N	1,938.00	1,938.00-	108092	11/17/23	0.00
	23-45467	INV	CB2023SEPT_072	10/31/23	11/17/23	N	22.00	22.00-	108092	11/17/23	0.00
						** TOTALS **	1,960.00	1,960.00-			0.00
01-000169	CONSERV FS, INC.										
	23-45455	INV	6427334	10/10/23	11/17/23	N	5,972.50	5,972.50-	108096	11/17/23	0.00
	23-45408	INV	6427541	10/19/23	11/09/23	N	719.60	719.60-	108071	11/09/23	0.00
						** TOTALS **	6,692.10	6,692.10-			0.00
01-000243	JEFF ELLIS MANAGEMENT, LLC										
	23-44640	INV	2011362	11/01/23	11/03/23	Y	33,715.46	33,715.46-	001448	11/03/23	0.00
	23-44440	INV	2011365	11/01/23	11/03/23	Y	3,666.72	3,666.72-	001448	11/03/23	0.00
	23-45483	INV	2011414	10/10/23	11/22/23	Y	875.00	875.00-	108140	11/22/23	0.00
	23-45482	INV	2011424	10/23/23	11/22/23	Y	385.00	385.00-	108140	11/22/23	0.00
	23-45438	INV	2011432	10/31/23	11/09/23	Y	550.00	550.00-	108082	11/09/23	0.00
						** TOTALS **	39,192.18	39,192.18-			0.00
01-000245	EXAMINER PUBLICATIONS, INC										
	23-45480	INV	58119	11/08/23	11/22/23	N	45.00	45.00-	108134	11/22/23	0.00
						** TOTALS **	45.00	45.00-			0.00
01-000370	CITI CARDS										
	23-45407	INV	1067696678	10/27/23	11/22/23	N	767.85	767.85-	001458	11/22/23	0.00
						** TOTALS **	767.85	767.85-			0.00
01-000497	MENARDS										

A C C O U N T S P A Y A B L E
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VENDOR	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	---BALANCE---
01-001021 METRA											
			** CONTINUED **								
	23-45462	INV	12-3 CAROL STREAM	11/08/23	11/17/23	N	895.84	895.84-	108102	11/17/23	0.00
							** TOTALS **	895.84-			0.00
01-001085 ILL DEPT OF REVENUE											
	23-45443	INV	ST-1 OCTOBER	11/01/23	11/16/23	N	1,660.00	1,660.00-	001473	11/17/23	0.00
							** TOTALS **	1,660.00-			0.00
01-001268 JAMES JAY BITTER											
		INV	OFFICIAL 10-23-28	10/28/23	11/09/23	Y	360.00	360.00-	108067	11/09/23	0.00
		INV	OFFICIAL 11/13-17	11/17/23	11/22/23	Y	180.00	180.00-	108129	11/22/23	0.00
		INV	OFFICIAL 11/6-10	11/10/23	11/22/23	Y	180.00	180.00-	108129	11/22/23	0.00
		INV	OFFICIAL10-30 11-3	11/03/23	11/09/23	Y	180.00	180.00-	108067	11/09/23	0.00
							** TOTALS **	900.00-			0.00
01-001603 MAGIC OF GARY KANTOR											
	23-45497	INV	11-2-23	11/02/23	11/22/23	Y	15.40	15.40-	108144	11/22/23	0.00
							** TOTALS **	15.40-			0.00
01-002436 ST ANDREWS CONCESSIONS											
	23-45437	INV	DEPOSIT 2/2/24	11/02/23	1/01/24	N	1,000.00	1,000.00-	108088	11/09/23	0.00
							** TOTALS **	1,000.00-			0.00
01-002689 ACCESS ONE INC.											
	23-44803	INV	5939980	11/01/23	11/22/23	N	1,283.35	1,283.35-	001457	11/22/23	0.00
							** TOTALS **	1,283.35-			0.00
01-002977 OVERDOORS OF ILLINOIS, INC											
	23-45494	INV	222000	11/15/23	11/22/23	N	226.00	226.00-	108146	11/22/23	0.00
	23-45494	INV	222001	11/15/23	11/22/23	N	100.00	100.00-	108146	11/22/23	0.00
	23-45494	INV	222002	11/15/23	11/22/23	N	100.00	100.00-	108146	11/22/23	0.00
	23-45494	INV	222003	11/15/23	11/22/23	N	116.00	116.00-	108146	11/22/23	0.00
	23-45494	INV	222004	11/15/23	11/22/23	N	220.00	220.00-	108146	11/22/23	0.00
	23-45494	INV	222005	11/15/23	11/22/23	N	116.00	116.00-	108146	11/22/23	0.00
	23-45494	INV	222006	11/15/23	11/22/23	N	116.00	116.00-	108146	11/22/23	0.00
	23-45494	INV	222007	11/15/23	11/22/23	N	194.00	194.00-	108146	11/22/23	0.00
	23-45494	INV	222148	11/15/23	11/22/23	N	344.00	344.00-	108146	11/22/23	0.00
							** TOTALS **	1,532.00-			0.00
01-003211 UNIVAR USA INC.											
	23-45446	INV	51603982	11/02/23	11/22/23	N	1,003.76	1,003.76-	108150	11/22/23	0.00
							** TOTALS **	1,003.76-			0.00
01-003447 JOHN S. SWIFT CO., INC.											
	23-45481	INV	31721-23	11/14/23	11/22/23	N	2,989.33	2,989.33-	108141	11/22/23	0.00
							** TOTALS **	2,989.33-			0.00
01-003513 BOBBY HIRST											
	23-45452	INV	TURKEY SHOOT UMP	11/06/23	11/09/23	Y	240.00	240.00-	108080	11/09/23	0.00
							** TOTALS **	240.00-			0.00

A C C O U N T S P A Y A B L E
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VENDOR	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE---
01-003580 NCSI	23-45448	INV	39033	11/01/23	11/09/23	N	28.50	28.50-	108085	11/09/23		0.00
						** TOTALS **	28.50	28.50-				0.00
01-003626 JON HENRY	23-45432	INV	Halloween Havoc Re	11/02/23	11/09/23	N	400.00	400.00-	108078	11/09/23		0.00
						** TOTALS **	400.00	400.00-				0.00
01-003811 BASELINE YOUTH SPORTS, INC	23-45463	INV	NOVEMBER	11/02/23	11/17/23	N	418.00	418.00-	108094	11/17/23		0.00
	23-45456	INV	OCTOBER 23	11/07/23	11/17/23	N	5,700.00	5,700.00-	108094	11/17/23		0.00
						** TOTALS **	6,118.00	6,118.00-				0.00
01-003898 INTEGRITY ENVIRONMENTAL	23-45422	INV	23-10035	10/26/23	11/09/23	N	1,750.00	1,750.00-	108081	11/09/23		0.00
	23-45422	INV	23-10036	10/26/23	11/09/23	N	1,750.00	1,750.00-	108081	11/09/23		0.00
						** TOTALS **	3,500.00	3,500.00-				0.00
01-003912 IWM CORPORATION	23-45447	INV	24700	11/02/23	11/22/23	N	2,376.00	2,376.00-	108139	11/22/23		0.00
						** TOTALS **	2,376.00	2,376.00-				0.00
01-003932 STERLING NETWORK INTEGRATI	23-45401	INV	10242304	10/24/23	11/09/23	N	944.99	944.99-	108089	11/09/23		0.00
	23-45402	INV	10242311	10/24/23	11/09/23	N	660.00	660.00-	108089	11/09/23		0.00
	23-45469	INV	10312301	10/31/23	11/17/23	N	5,956.00	5,956.00-	108106	11/17/23		0.00
						** TOTALS **	7,560.99	7,560.99-				0.00
01-003955 CAROL STREAM PARKS FOUNDAT	23-45440	INV	Donations 10/23	11/01/23	11/09/23	N	700.00	700.00-	108070	11/09/23		0.00
						** TOTALS **	700.00	700.00-				0.00
01-003982 LARRY NOBLE	23-45434	INV	HALLOWEEN HAVOC	11/02/23	11/09/23	N	175.00	175.00-	108086	11/09/23		0.00
						** TOTALS **	175.00	175.00-				0.00
01-004031 OFFICIAL FINDERS, LLC	23-45412	INV	22462-63 &22623-24	10/23/23	11/03/23	Y	5,075.00	5,075.00-	108041	11/03/23		0.00
	23-45415	INV	22499 & 22622	10/23/23	11/03/23	Y	2,335.00	2,335.00-	108041	11/03/23		0.00
	23-45410	INV	22557 & 22697	10/23/23	11/03/23	Y	912.50	912.50-	108041	11/03/23		0.00
	23-45414	INV	22644	10/23/23	11/03/23	Y	360.00	360.00-	108041	11/03/23		0.00
	23-45411	INV	22680 & 22526	10/23/23	11/03/23	Y	272.00	272.00-	108041	11/03/23		0.00
	23-45413	INV	22693	10/23/23	11/03/23	Y	864.00	864.00-	108041	11/03/23		0.00
						** TOTALS **	9,818.50	9,818.50-				0.00
01-004101 BEVERLY R. BUCHINGER	23-45484	INV	059	11/06/23	11/22/23	Y	85.00	85.00-	108131	11/22/23		0.00
						** TOTALS **	85.00	85.00-				0.00

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
S U M M A R Y

VENDOR	---- VENDOR NAME -----	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE---

01-004153	WEX BANK											
		23-45461	INV	92985090	10/31/23	11/22/23	N	1,913.02	1,913.02-	001461	11/22/23	0.00
							** TOTALS **	1,913.02	1,913.02-			0.00
01-004157	INVEX DESIGN											
		23-45427	INV	2303	11/07/23	11/17/23	Y	12,250.00	12,250.00-	001456	11/17/23	0.00
							** TOTALS **	12,250.00	12,250.00-			0.00
01-004159	WIGHT & COMPANY											
		22-43270	INV	220056-020	10/31/23	11/17/23	N	1,005.93	1,005.93-	108109	11/17/23	0.00
		23-44806	INV	230113-006	10/31/23	11/17/23	N	2,516.52	2,516.52-	108109	11/17/23	0.00
							** TOTALS **	3,522.45	3,522.45-			0.00
01-004165	KONICA MINOLTA											
		23-45406	INV	9009604489	10/19/23	11/09/23	N	642.06	642.06-	108084	11/09/23	0.00
							** TOTALS **	642.06	642.06-			0.00
01-004265	FAIRYTALE BIRTHDAY COMPANY											
		23-45459	INV	DAUGHTER DANCE 24	11/07/23	1/01/24	Y	830.00	830.00-	108075	11/09/23	0.00
							** TOTALS **	830.00	830.00-			0.00
01-004290	PEPSI-COLA											
		23-45371	INV	92514559	10/11/23	11/03/23	N	350.61	350.61-	001450	11/03/23	0.00
							** TOTALS **	350.61	350.61-			0.00
01-004314	DUPAGE COUNTY											
		23-45457	INV	B GRAMANN	11/07/23	11/09/23	N	36.00	36.00-	108073	11/09/23	0.00
		23-45457	INV	J JEFFERY	11/07/23	11/09/23	N	36.00	36.00-	108074	11/09/23	0.00
							** TOTALS **	72.00	72.00-			0.00
01-004365	GEORGIA LOCHRIDGE											
		23-45458	INV	10312023	10/31/23	11/17/23	Y	75.00	75.00-	108100	11/17/23	0.00
							** TOTALS **	75.00	75.00-			0.00
01-004423	PERFORMANCE FOODSERVICE											
		23-45405	INV	5389364	10/27/23	11/03/23	N	1,224.73	1,224.73-	001451	11/03/23	0.00
							** TOTALS **	1,224.73	1,224.73-			0.00
01-004439	REGIONAL LAND SERVICES, LL											
		23-45352	INV	1480	11/13/23	11/17/23	Y	3,000.00	3,000.00-	108104	11/17/23	0.00
							** TOTALS **	3,000.00	3,000.00-			0.00
01-004448	D & J AUDIO VIDEO, INC											
		23-45416	INV	3333	11/20/23	11/22/23	N	6,939.00	6,939.00-	108133	11/22/23	0.00
							** TOTALS **	6,939.00	6,939.00-			0.00
01-004451	SEASONAL CONCEPTS INC.											
		23-45403	INV	187262	10/16/23	11/03/23	N	2,000.00	2,000.00-	108044	11/03/23	0.00

ACCOUNTS PAYABLE
OPEN ITEM REPORT
SUMMARY

VENDOR	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	---BALANCE---
01-004451	SEASONAL CONCEPTS INC. ** CONTINUED **										
	23-45386	INV	187328	11/01/23	11/03/23	N	8,875.00	8,875.00-	108044	11/03/23	0.00
	23-45472	INV	187404	11/17/23	11/22/23	N	18,350.00	18,350.00-	108147	11/22/23	0.00
				** TOTALS **			29,225.00	29,225.00-			0.00
01-004632	IMAGINE NATION, LLC										
	23-45493	INV	1024	11/13/23	11/22/23	N	98.98	98.98-	108138	11/22/23	0.00
				** TOTALS **			98.98	98.98-			0.00
01-004652	DAVID SUBY										
	23-45435	INV	HALLOWEEN HAVOC	11/02/23	11/09/23	N	450.00	450.00-	108090	11/09/23	0.00
				** TOTALS **			450.00	450.00-			0.00
01-004659	FOWLER TREE SURGERY, INC										
	23-45492	INV	SLEPICKA	11/02/23	11/22/23	N	2,000.00	2,000.00-	108135	11/22/23	0.00
				** TOTALS **			2,000.00	2,000.00-			0.00
01-004660	DYNEGY ENERGY SERVICES, LL										
	23-45404	INV	438349223101	10/20/23	11/03/23	N	25,601.33	25,601.33-	001447	11/03/23	0.00
				** TOTALS **			25,601.33	25,601.33-			0.00
01-004674	LANGUAGE IN ACTION, INC.										
	23-45491	INV	11-16-23	11/16/23	11/22/23	N	138.00	138.00-	108143	11/22/23	0.00
				** TOTALS **			138.00	138.00-			0.00
01-004692	TIME SAVERS LLC										
	23-45409	INV	451614	10/18/23	11/03/23	Y	420.00	420.00-	108046	11/03/23	0.00
				** TOTALS **			420.00	420.00-			0.00
01-004702	PCARD - FIFTH THIRD BANK										
	CM	AMZ	REF27297143413	11/07/23	11/30/23	N	16.99-	16.99	001472	11/30/23	0.00
	CM	AMZ	REF75609361813	11/07/23	11/30/23	N	51.17-	51.17	001472	11/30/23	0.00
	CM	AMZ	-2743458 REF	11/28/23	11/30/23	N	61.98-	61.98	001472	11/30/23	0.00
	CM	AMZN	REFUNDS-3	11/08/23	11/30/23	N	54.96-	54.96	001472	11/30/23	0.00
	CM	BAS	600344878 REF	11/30/23	11/30/23	N	2.40-	2.40	001472	11/30/23	0.00
	CM	HD	6184000 REF	11/15/23	11/30/23	N	39.90-	39.90	001472	11/30/23	0.00
	INV		0005	11/16/23	11/30/23	N	767.25	767.25-	001472	11/30/23	0.00
	INV		00166918	11/02/23	11/30/23	N	960.00	960.00-	001472	11/30/23	0.00
	INV		0408451SO	11/10/23	11/30/23	N	989.54	989.54-	001472	11/30/23	0.00
	INV		08628	11/09/23	11/30/23	N	13.98	13.98-	001472	11/30/23	0.00
	INV		1008	11/09/23	11/30/23	N	100.00	100.00-	001472	11/30/23	0.00
	INV		106187 11-09-2023	11/10/23	11/30/23	N	70.95	70.95-	001472	11/30/23	0.00
	INV		11/23 GOOGLE	11/02/23	11/30/23	N	39.33	39.33-	001472	11/30/23	0.00
	INV		11101-94	11/07/23	11/30/23	N	123.98	123.98-	001472	11/30/23	0.00
	INV		112-3239238-825705	11/09/23	11/30/23	N	3.28	3.28-	001472	11/30/23	0.00
	INV		1122696044-8311423	11/30/23	11/30/23	N	39.85	39.85-	001472	11/30/23	0.00
	INV		1122942345-5345839	11/16/23	11/30/23	N	7.99	7.99-	001472	11/30/23	0.00
	INV		1124231558-1727463	11/29/23	11/30/23	N	50.00	50.00-	001472	11/30/23	0.00
	INV		1127691917-7906655	11/17/23	11/30/23	N	9.99	9.99-	001472	11/30/23	0.00

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
S U M M A R Y

VENDOR	----- VENDOR NAME -----	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
01-004702	PCARD - FIFTH THIRD BANK											
				** CONTINUED **								
			INV	11284664641365865	11/06/23	11/30/23	N	29.99	29.99-	001472	11/30/23	0.00
			INV	11290990660218600	11/02/23	11/30/23	N	115.05	115.05-	001472	11/30/23	0.00
			INV	1129099066218600	11/02/23	11/30/23	N	18.48	18.48-	001472	11/30/23	0.00
			INV	11301297016539456	11/14/23	11/30/23	N	10.67	10.67-	001472	11/30/23	0.00
			INV	11308632155563467	11/07/23	11/30/23	N	73.82	73.82-	001472	11/30/23	0.00
			INV	11312782026839462	11/15/23	11/30/23	N	75.86	75.86-	001472	11/30/23	0.00
			INV	11330920008539445	11/15/23	11/30/23	N	62.30	62.30-	001472	11/30/23	0.00
			INV	11333227297143413A	11/06/23	11/30/23	N	64.93	64.93-	001472	11/30/23	0.00
			INV	11333227297143413B	11/06/23	11/30/23	N	179.88	179.88-	001472	11/30/23	0.00
			INV	11347461848751454	11/08/23	11/30/23	N	42.27	42.27-	001472	11/30/23	0.00
			INV	11350921802834615	11/09/23	11/30/23	N	12.99	12.99-	001472	11/30/23	0.00
			INV	11354735476136221	11/15/23	11/30/23	N	32.81	32.81-	001472	11/30/23	0.00
			INV	11362794816030618	11/20/23	11/30/23	N	113.86	113.86-	001472	11/30/23	0.00
			INV	11367955539056215	11/10/23	11/30/23	N	59.98	59.98-	001472	11/30/23	0.00
			INV	11373226978679450	11/15/23	11/30/23	N	40.98	40.98-	001472	11/30/23	0.00
			INV	11374611634177866	11/15/23	11/30/23	N	24.99	24.99-	001472	11/30/23	0.00
			INV	11378851136145831	11/20/23	11/30/23	N	139.99	139.99-	001472	11/30/23	0.00
			INV	11378930729001000	11/22/23	11/30/23	N	1,209.27	1,209.27-	001472	11/30/23	0.00
			INV	11388506829187466	11/10/23	11/30/23	N	224.99	224.99-	001472	11/30/23	0.00
			INV	11389319208205837	11/15/23	11/30/23	N	24.00	24.00-	001472	11/30/23	0.00
			INV	11390432008697001	11/03/23	11/30/23	N	58.02	58.02-	001472	11/30/23	0.00
			INV	11399975609361813A	11/06/23	11/30/23	N	29.97	29.97-	001472	11/30/23	0.00
			INV	11399975609361813B	11/06/23	11/30/23	N	248.34	248.34-	001472	11/30/23	0.00
			INV	11410661035945050	11/24/23	11/30/23	N	43.58	43.58-	001472	11/30/23	0.00
			INV	11453042623449059	11/06/23	11/30/23	N	28.21	28.21-	001472	11/30/23	0.00
			INV	11481597599797	11/27/23	11/30/23	N	224.59	224.59-	001472	11/30/23	0.00
			INV	11491527816485826	11/17/23	11/30/23	N	12.99	12.99-	001472	11/30/23	0.00
			INV	116532	11/10/23	11/30/23	N	1,594.02	1,594.02-	001472	11/30/23	0.00
			INV	116637	11/24/23	11/30/23	N	209.00	209.00-	001472	11/30/23	0.00
			INV	200011339040383	11/16/23	11/30/23	N	38.01	38.01-	001472	11/30/23	0.00
			INV	20230317	11/02/23	11/30/23	N	184.25	184.25-	001472	11/30/23	0.00
			INV	20230323	11/06/23	11/30/23	N	561.00	561.00-	001472	11/30/23	0.00
			INV	20230336	11/22/23	11/30/23	N	400.00	400.00-	001472	11/30/23	0.00
			INV	20230339	11/29/23	11/30/23	N	55.32	55.32-	001472	11/30/23	0.00
			INV	21088-ADD	11/07/23	11/30/23	N	50.00	50.00-	001472	11/30/23	0.00
			INV	21088FINAL	11/01/23	11/30/23	N	325.00	325.00-	001472	11/30/23	0.00
			INV	23-23	11/03/23	11/30/23	N	3,875.00	3,875.00-	001472	11/30/23	0.00
			INV	24-23	11/22/23	11/30/23	N	7,850.00	7,850.00-	001472	11/30/23	0.00
			INV	247188921	11/08/23	11/30/23	N	4.00	4.00-	001472	11/30/23	0.00
			INV	289-3777	11/15/23	11/30/23	N	18.46	18.46-	001472	11/30/23	0.00
			INV	2893852	11/10/23	11/30/23	N	39.96	39.96-	001472	11/30/23	0.00
			INV	30154540	11/03/23	11/30/23	N	6,342.35	6,342.35-	001472	11/30/23	0.00
			INV	39405981	11/01/23	11/30/23	N	153.00	153.00-	001472	11/30/23	0.00
			INV	39405982	11/01/23	11/30/23	N	252.00	252.00-	001472	11/30/23	0.00
			INV	39405983	11/01/23	11/30/23	N	164.48	164.48-	001472	11/30/23	0.00
			INV	4697387448967878	11/20/23	11/30/23	N	68.00	68.00-	001472	11/30/23	0.00
			INV	4725- WALGREENS	11/20/23	11/30/23	N	200.00	200.00-	001472	11/30/23	0.00
			INV	4816202	11/10/23	11/30/23	N	47.45	47.45-	001472	11/30/23	0.00

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
S U M M A R Y

VENDOR	PO	TYPE	INVOICE NO#	INVOICE DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-004702	PCARD - FIFTH THIRD BANK		** CONTINUED **								
		INV	51604	11/17/23	11/30/23	N	124.00	124.00-	001472	11/30/23	0.00
		INV	528	11/09/23	11/30/23	N	528.00	528.00-	001472	11/30/23	0.00
		INV	52830	11/29/23	11/30/23	N	53.00	53.00-	001472	11/30/23	0.00
		INV	5591704-0	11/06/23	11/30/23	N	9.68	9.68-	001472	11/30/23	0.00
		INV	5614801-0	11/20/23	11/30/23	N	480.00	480.00-	001472	11/30/23	0.00
		INV	608100	11/17/23	11/30/23	N	175.00	175.00-	001472	11/30/23	0.00
		INV	608139	11/17/23	11/30/23	N	150.00	150.00-	001472	11/30/23	0.00
		INV	6723348327780515-1	11/01/23	11/30/23	N	30.00	30.00-	001472	11/30/23	0.00
		INV	709967	11/22/23	11/30/23	N	452.00	452.00-	001472	11/30/23	0.00
		INV	713843	11/02/23	11/30/23	N	420.00	420.00-	001472	11/30/23	0.00
		INV	727836964	11/08/23	11/30/23	N	194.26	194.26-	001472	11/30/23	0.00
		INV	826746353	11/20/23	11/30/23	N	95.75	95.75-	001472	11/30/23	0.00
		INV	91883A	11/17/23	11/30/23	N	6.90	6.90-	001472	11/30/23	0.00
		INV	91883B	11/29/23	11/30/23	N	333.23	333.23-	001472	11/30/23	0.00
		INV	945086	11/22/23	11/30/23	N	602.30	602.30-	001472	11/30/23	0.00
		INV	9893973249	11/06/23	11/30/23	N	730.58	730.58-	001472	11/30/23	0.00
		INV	ADOBE CC 11/23	11/07/23	11/30/23	N	179.98	179.98-	001472	11/30/23	0.00
		INV	ALDI 111520236189	11/17/23	11/30/23	N	24.57	24.57-	001472	11/30/23	0.00
		INV	AMAZON 11/9	11/10/23	11/30/23	N	8.89	8.89-	001472	11/30/23	0.00
		INV	AMZ 1821893540236	11/27/23	11/30/23	N	129.99	129.99-	001472	11/30/23	0.00
		INV	AMZ 35090900319446	11/03/23	11/30/23	N	121.30	121.30-	001472	11/30/23	0.00
		INV	AMZ 35140860956251	11/03/23	11/30/23	N	11.99	11.99-	001472	11/30/23	0.00
		INV	AMZ 78013408056201	11/03/23	11/30/23	N	169.00	169.00-	001472	11/30/23	0.00
		INV	AMZ-0248214	11/27/23	11/30/23	N	59.98	59.98-	001472	11/30/23	0.00
		INV	AMZ-0452222	11/29/23	11/30/23	N	35.98	35.98-	001472	11/30/23	0.00
		INV	AMZ-1237849	11/16/23	11/30/23	N	16.98	16.98-	001472	11/30/23	0.00
		INV	AMZ-1391429	11/22/23	11/30/23	N	29.99	29.99-	001472	11/30/23	0.00
		INV	AMZ-1940211	11/22/23	11/30/23	N	19.99	19.99-	001472	11/30/23	0.00
		INV	AMZ-2743458	11/29/23	11/30/23	N	65.99	65.99-	001472	11/30/23	0.00
		INV	AMZ-3257008	11/22/23	11/30/23	N	102.95	102.95-	001472	11/30/23	0.00
		INV	AMZ-4892233	11/07/23	11/30/23	N	18.66	18.66-	001472	11/30/23	0.00
		INV	AMZ-6968219	11/16/23	11/30/23	N	22.25	22.25-	001472	11/30/23	0.00
		INV	AMZ-7685864	11/17/23	11/30/23	N	24.99	24.99-	001472	11/30/23	0.00
		INV	AMZ51833540216250	11/09/23	11/30/23	N	49.98	49.98-	001472	11/30/23	0.00
		INV	AMZ68736370928267	11/09/23	11/30/23	N	31.98	31.98-	001472	11/30/23	0.00
		INV	AMZN 0413008	11/24/23	11/30/23	N	25.97	25.97-	001472	11/30/23	0.00
		INV	AMZN 1087459	11/30/23	11/30/23	N	35.99	35.99-	001472	11/30/23	0.00
		INV	AMZN 1112494378698	11/27/23	11/30/23	N	75.56	75.56-	001472	11/30/23	0.00
		INV	AMZN 1113896358547	11/20/23	11/30/23	N	43.98	43.98-	001472	11/30/23	0.00
		INV	AMZN 1349842	11/24/23	11/30/23	N	12.99	12.99-	001472	11/30/23	0.00
		INV	AMZN 1431453	11/30/23	11/30/23	N	59.98	59.98-	001472	11/30/23	0.00
		INV	AMZN 1980265	11/09/23	11/30/23	N	16.99	16.99-	001472	11/30/23	0.00
		INV	AMZN 2269802	11/03/23	11/30/23	N	14.29	14.29-	001472	11/30/23	0.00
		INV	AMZN 2348211	11/20/23	11/30/23	N	157.46	157.46-	001472	11/30/23	0.00
		INV	AMZN 3047412	11/24/23	11/30/23	N	74.95	74.95-	001472	11/30/23	0.00
		INV	AMZN 3642643	11/22/23	11/30/23	N	22.77	22.77-	001472	11/30/23	0.00
		INV	AMZN 3692228	11/30/23	11/30/23	N	28.48	28.48-	001472	11/30/23	0.00
		INV	AMZN 4104226	11/20/23	11/30/23	N	9.99	9.99-	001472	11/30/23	0.00

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
S U M M A R Y

VENDOR	---- VENDOR NAME -----	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE---
01-004702 PCARD - FIFTH THIRD BANK ** CONTINUED **												
			INV	AMZN 4337036	11/08/23	11/30/23	N	25.98	25.98-	001472	11/30/23	0.00
			INV	AMZN 4393842	11/20/23	11/30/23	N	65.94	65.94-	001472	11/30/23	0.00
			INV	AMZN 5119413	11/22/23	11/30/23	N	29.94	29.94-	001472	11/30/23	0.00
			INV	AMZN 6277055	11/21/23	11/30/23	N	7.29	7.29-	001472	11/30/23	0.00
			INV	AMZN 6393816	11/09/23	11/30/23	N	125.27	125.27-	001472	11/30/23	0.00
			INV	AMZN 6736207	11/06/23	11/30/23	N	32.95	32.95-	001472	11/30/23	0.00
			INV	AMZN 6757064	11/15/23	11/30/23	N	57.92	57.92-	001472	11/30/23	0.00
			INV	AMZN 6876235	11/20/23	11/30/23	N	10.99	10.99-	001472	11/30/23	0.00
			INV	AMZN 6885867	11/14/23	11/30/23	N	50.97	50.97-	001472	11/30/23	0.00
			INV	AMZN 7098652	11/21/23	11/30/23	N	52.28	52.28-	001472	11/30/23	0.00
			INV	AMZN 7867415	11/06/23	11/30/23	N	47.97	47.97-	001472	11/30/23	0.00
			INV	AMZN 8085029	11/20/23	11/30/23	N	24.99	24.99-	001472	11/30/23	0.00
			INV	AMZN 8141026	11/29/23	11/30/23	N	9.59	9.59-	001472	11/30/23	0.00
			INV	AMZN 8298609	11/30/23	11/30/23	N	29.99	29.99-	001472	11/30/23	0.00
			INV	AMZN 8416258	11/16/23	11/30/23	N	9.52	9.52-	001472	11/30/23	0.00
			INV	AMZN 8421064	11/22/23	11/30/23	N	104.95	104.95-	001472	11/30/23	0.00
			INV	AMZN 8703409	11/15/23	11/30/23	N	116.95	116.95-	001472	11/30/23	0.00
			INV	AMZN 8803405	11/16/23	11/30/23	N	74.95	74.95-	001472	11/30/23	0.00
			INV	AMZN 8982669	11/20/23	11/30/23	N	117.36	117.36-	001472	11/30/23	0.00
			INV	AMZN 9685060	11/16/23	11/30/23	N	17.98	17.98-	001472	11/30/23	0.00
			INV	AMZN-111-3783740-2	11/09/23	11/30/23	N	123.88	123.88-	001472	11/30/23	0.00
			INV	APE 506015	11/22/23	11/30/23	N	49.92	49.92-	001472	11/30/23	0.00
			INV	APPLEMX9M5BFKLX	11/13/23	11/30/23	N	16.99	16.99-	001472	11/30/23	0.00
			INV	ATT23 10/16-11/15	11/13/23	11/30/23	N	35.90	35.90-	001472	11/30/23	0.00
			INV	ATT3933152807	11/02/23	11/30/23	N	544.36	544.36-	001472	11/30/23	0.00
			INV	ATT4900223803	11/09/23	11/30/23	N	875.19	875.19-	001472	11/30/23	0.00
			INV	ATT6876162800	11/02/23	11/30/23	N	1,309.50	1,309.50-	001472	11/30/23	0.00
			INV	BAS 600352193	11/30/23	11/30/23	N	30.62	30.62-	001472	11/30/23	0.00
			INV	BAS 600354114	11/16/23	11/30/23	N	28.84	28.84-	001472	11/30/23	0.00
			INV	BB 305344501700507	11/21/23	11/30/23	N	10.62	10.62-	001472	11/30/23	0.00
			INV	CARHRT 258819104	11/27/23	11/30/23	N	119.99	119.99-	001472	11/30/23	0.00
			INV	CC 1700814079	11/27/23	11/30/23	N	26.00	26.00-	001472	11/30/23	0.00
			INV	CNCNTRA 1015099138	11/09/23	11/30/23	N	89.00	89.00-	001472	11/30/23	0.00
			INV	COMCAST 101723	11/14/23	11/30/23	N	253.85	253.85-	001472	11/30/23	0.00
			INV	COMCAST 101823	11/15/23	11/30/23	N	10.52	10.52-	001472	11/30/23	0.00
			INV	COMCAST 101923	11/16/23	11/30/23	N	877.87	877.87-	001472	11/30/23	0.00
			INV	COMCAST 110223	11/29/23	11/30/23	N	79.14	79.14-	001472	11/30/23	0.00
			INV	CSFI123	11/14/23	11/30/23	N	816.00	816.00-	001472	11/30/23	0.00
			INV	CULL240721-103123	11/17/23	11/30/23	N	60.00	60.00-	001472	11/30/23	0.00
			INV	DLLRTREE-5506	11/06/23	11/30/23	N	16.25	16.25-	001472	11/30/23	0.00
			INV	DLLRTREE-8741	11/17/23	11/30/23	N	25.00	25.00-	001472	11/30/23	0.00
			INV	DOLLAR 070459	11/28/23	11/30/23	N	31.25	31.25-	001472	11/30/23	0.00
			INV	DOLTREE11192023372	11/20/23	11/30/23	N	20.00	20.00-	001472	11/30/23	0.00
			INV	DOTY 184133	11/03/23	11/30/23	N	210.00	210.00-	001472	11/30/23	0.00
			INV	EB 8415288629	11/28/23	11/30/23	N	260.00	260.00-	001472	11/30/23	0.00
			INV	ELITE 3796	11/06/23	11/30/23	N	594.00	594.00-	001472	11/30/23	0.00
			INV	FB7082104	11/01/23	11/30/23	N	547.77	547.77-	001472	11/30/23	0.00
			INV	FB70825272	11/01/23	11/30/23	N	336.45	336.45-	001472	11/30/23	0.00

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
S U M M A R Y

VENDOR	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE---
01-004702	PCARD - FIFTH THIRD BANK	** CONTINUED **									
			INV FB7082572	11/01/23	11/30/23	N	504.66	504.66-	001472	11/30/23	0.00
			INV FB7083565	11/01/23	11/30/23	N	982.62	982.62-	001472	11/30/23	0.00
			INV FB7085463	11/01/23	11/30/23	N	667.14	667.14-	001472	11/30/23	0.00
			INV FB7092579	11/01/23	11/30/23	N	180.26	180.26-	001472	11/30/23	0.00
			INV FB7125711	11/28/23	11/30/23	N	547.77	547.77-	001472	11/30/23	0.00
			INV FB7126238	11/28/23	11/30/23	N	841.11	841.11-	001472	11/30/23	0.00
			INV FB7127377	11/28/23	11/30/23	N	1,452.02	1,452.02-	001472	11/30/23	0.00
			INV FB7129771	11/28/23	11/30/23	N	667.14	667.14-	001472	11/30/23	0.00
			INV FB7141008	11/28/23	11/30/23	N	57.10	57.10-	001472	11/30/23	0.00
			INV FTD 1215002 11/12	11/13/23	11/30/23	N	53.73	53.73-	001472	11/30/23	0.00
			INV FUNEXPRESS 1886202	11/06/23	11/30/23	N	191.85	191.85-	001472	11/30/23	0.00
			INV GOLDSTAR 11/3	11/06/23	11/30/23	N	286.50	286.50-	001472	11/30/23	0.00
			INV GP 28115449	11/09/23	11/30/23	N	35.62	35.62-	001472	11/30/23	0.00
			INV GP 28138063	11/16/23	11/30/23	N	148.36	148.36-	001472	11/30/23	0.00
			INV GP 28139690	11/17/23	11/30/23	N	29.38	29.38-	001472	11/30/23	0.00
			INV GP 28160448	11/28/23	11/30/23	N	23.75	23.75-	001472	11/30/23	0.00
			INV HOBLOB-27232	11/29/23	11/30/23	N	27.94	27.94-	001472	11/30/23	0.00
			INV HOBLOB-3231	11/15/23	11/30/23	N	47.72	47.72-	001472	11/30/23	0.00
			INV HOBLOB20231	11/22/23	11/30/23	N	99.38	99.38-	001472	11/30/23	0.00
			INV HOBLOB7238	11/20/23	11/30/23	N	81.77	81.77-	001472	11/30/23	0.00
			INV I0929-81	11/09/23	11/30/23	N	849.14	849.14-	001472	11/30/23	0.00
			INV I1026-77	11/09/23	11/30/23	N	237.56	237.56-	001472	11/30/23	0.00
			INV IAPD ZCKZZ	11/20/23	11/30/23	N	365.00	365.00-	001472	11/30/23	0.00
			INV IAPD ZPNVT	11/20/23	11/30/23	N	365.00	365.00-	001472	11/30/23	0.00
			INV IAPD ZQXHM	11/20/23	11/30/23	N	365.00	365.00-	001472	11/30/23	0.00
			INV IAPD ZXCQM	11/20/23	11/30/23	N	365.00	365.00-	001472	11/30/23	0.00
			INV IAPD ZYRCW	11/20/23	11/30/23	N	365.00	365.00-	001472	11/30/23	0.00
			INV IAPD ZZMWT	11/21/23	11/30/23	N	310.00	310.00-	001472	11/30/23	0.00
			INV IN00643932	11/20/23	11/30/23	N	765.00	765.00-	001472	11/30/23	0.00
			INV IN500397	11/27/23	11/30/23	N	576.50	576.50-	001472	11/30/23	0.00
			INV IPASS 11/29/23	11/30/23	11/30/23	N	20.00	20.00-	001472	11/30/23	0.00
			INV IPASS 11/7/23	11/09/23	11/30/23	N	20.00	20.00-	001472	11/30/23	0.00
			INV IPRA JOB 11/2023	11/02/23	11/30/23	N	165.00	165.00-	001472	11/30/23	0.00
			INV IPRA ZHNKQ	11/21/23	11/30/23	N	310.00	310.00-	001472	11/30/23	0.00
			INV IPRA ZLMDL	11/21/23	11/30/23	N	365.00	365.00-	001472	11/30/23	0.00
			INV IPRA ZPJKP	11/21/23	11/30/23	N	535.00	535.00-	001472	11/30/23	0.00
			INV JOANN-3927	11/20/23	11/30/23	N	8.65	8.65-	001472	11/30/23	0.00
			INV KAM 142741/142848	11/10/23	11/30/23	N	1,642.68	1,642.68-	001472	11/30/23	0.00
			INV KAMMES 142591	11/06/23	11/30/23	N	6,613.03	6,613.03-	001472	11/30/23	0.00
			INV KAMMES 142974	11/29/23	11/30/23	N	125.00	125.00-	001472	11/30/23	0.00
			INV KMMS 142865	11/16/23	11/30/23	N	52.38	52.38-	001472	11/30/23	0.00
			INV LOW 463714959 11/9	11/10/23	11/30/23	N	24.98	24.98-	001472	11/30/23	0.00
			INV MARBERRY 90481	11/01/23	11/30/23	N	190.80	190.80-	001472	11/30/23	0.00
			INV MEN 512B1C1D712586	11/16/23	11/30/23	N	173.14	173.14-	001472	11/30/23	0.00
			INV MEN 90A5D87A68B162	11/13/23	11/30/23	N	111.79	111.79-	001472	11/30/23	0.00
			INV MEN D695624A67AEE7	11/30/23	11/30/23	N	211.60	211.60-	001472	11/30/23	0.00
			INV MEN67600A55CE7CB06	11/01/23	11/30/23	N	1.14	1.14-	001472	11/30/23	0.00
			INV METRO IND 055279	11/09/23	11/30/23	N	20.00	20.00-	001472	11/30/23	0.00

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
S U M M A R Y

VENDOR	PO	VENDOR NAME	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	---BALANCE---
01-004702	PCARD - FIFTH THIRD BANK ** CONTINUED **											
		INV METRO	IND	056318	11/20/23	11/30/23	N	20.00	20.00-	001472	11/30/23	0.00
		INV MICHAELS		1372-2703	11/17/23	11/30/23	N	43.55	43.55-	001472	11/30/23	0.00
		INV NEXTIVA		12/23	11/20/23	11/30/23	N	33.88	33.88-	001472	11/30/23	0.00
		INV NICOR-CCMG		10/18/2	11/06/23	11/30/23	N	60.02	60.02-	001472	11/30/23	0.00
		INV NICOR-CCWP		9/25/23	11/06/23	11/30/23	N	304.13	304.13-	001472	11/30/23	0.00
		INV NICOR-FVRC		10/23/23	11/06/23	11/30/23	N	1,325.66	1,325.66-	001472	11/30/23	0.00
		INV NICOR-MB		9/21/23	11/06/23	11/30/23	N	184.38	184.38-	001472	11/30/23	0.00
		INV NICOR-SRC		9/21/23	11/06/23	11/30/23	N	1,762.10	1,762.10-	001472	11/30/23	0.00
		INV NOVEMBER		23	11/20/23	11/30/23	N	25.52	25.52-	001472	11/30/23	0.00
		INV OLTIMPOT		-28168	11/07/23	11/30/23	N	17.98	17.98-	001472	11/30/23	0.00
		INV PODS0061		94608	11/01/23	11/30/23	N	354.56	354.56-	001472	11/30/23	0.00
		INV RONDO		1714181527	11/01/23	11/30/23	N	300.00	300.00-	001472	11/30/23	0.00
		INV RONDO		179080	11/02/23	11/30/23	N	5,821.00	5,821.00-	001472	11/30/23	0.00
		INV SAMS		063288	11/20/23	11/30/23	N	186.90	186.90-	001472	11/30/23	0.00
		INV SAMS		085026	11/03/23	11/30/23	N	102.80	102.80-	001472	11/30/23	0.00
		INV SCW		790950	11/02/23	11/30/23	N	1,496.23	1,496.23-	001472	11/30/23	0.00
		INV SCW		791694	11/02/23	11/30/23	N	306.30	306.30-	001472	11/30/23	0.00
		INV SCW		793795	11/17/23	11/30/23	N	360.21	360.21-	001472	11/30/23	0.00
		INV SO16156507			11/22/23	11/30/23	N	326.18	326.18-	001472	11/30/23	0.00
		INV STAPLES		7619427704	11/17/23	11/30/23	N	88.85	88.85-	001472	11/30/23	0.00
		INV ULINE		171203577	11/22/23	11/30/23	N	61.71	61.71-	001472	11/30/23	0.00
		INV US3045026016993129			11/07/23	11/30/23	N	107.24	107.24-	001472	11/30/23	0.00
		INV VCS PERMIT		COMM PK	11/13/23	11/30/23	N	485.43	485.43-	001472	11/30/23	0.00
		INV VERIZON		427233	11/01/23	11/30/23	N	21.49	21.49-	001472	11/30/23	0.00
		INV VERIZON		9948667251	11/24/23	11/30/23	N	1,395.62	1,395.62-	001472	11/30/23	0.00
		INV VP		17VTXDRC	11/06/23	11/30/23	N	402.60	402.60-	001472	11/30/23	0.00
		INV VP		TNHV4MMS	11/20/23	11/30/23	N	35.98	35.98-	001472	11/30/23	0.00
		INV VTG		11/16/23	11/20/23	11/30/23	N	721.45	721.45-	001472	11/30/23	0.00
		INV WALMART		001473	11/20/23	11/30/23	N	19.48	19.48-	001472	11/30/23	0.00
		INV WALMART		006450	11/13/23	11/30/23	N	9.60	9.60-	001472	11/30/23	0.00
		INV WALMART		034985	11/22/23	11/30/23	N	19.48	19.48-	001472	11/30/23	0.00
		INV WALMART		077447	11/30/23	11/30/23	N	4.26	4.26-	001472	11/30/23	0.00
		INV WALMRT		11282307987	11/29/23	11/30/23	N	56.99	56.99-	001472	11/30/23	0.00
		INV WC		11/22/23 PARKS	11/27/23	11/30/23	N	113.13	113.13-	001472	11/30/23	0.00
		INV WD		5606525-0	11/17/23	11/30/23	N	278.76	278.76-	001472	11/30/23	0.00
		INV WD		5606974	11/09/23	11/30/23	N	619.11	619.11-	001472	11/30/23	0.00
		INV WD		5610216-0	11/17/23	11/30/23	N	388.97	388.97-	001472	11/30/23	0.00
		INV WD		5611483-0	11/17/23	11/30/23	N	317.21	317.21-	001472	11/30/23	0.00
		INV WD		5611483-1	11/17/23	11/30/23	N	44.25	44.25-	001472	11/30/23	0.00
		INV WD5614464-0			11/27/23	11/30/23	N	136.00	136.00-	001472	11/30/23	0.00
		INV WD5616213-0			11/27/23	11/30/23	N	344.21	344.21-	001472	11/30/23	0.00
		INV WHITE COTTAGE		11/2	11/27/23	11/30/23	N	277.90	277.90-	001472	11/30/23	0.00
		** TOTALS **						84,145.41	84,145.41-			0.00
01-004711	CARLY'S KICKERS,LLC											
	23-45485	INV		1376	10/04/23	11/22/23	Y	680.50	680.50-	108148	11/22/23	0.00
		** TOTALS **						680.50	680.50-			0.00
01-004720	VERNON J. GORMAN											

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
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VENDOR	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE---	
01-004720	VERNON J. GORMAN ** CONTINUED **												
		INV OFFICIAL	10/27	10/27/23	11/09/23	Y	60.00	60.00-	108077	11/09/23		0.00	
		INV OFFICIAL	11/10-11	11/11/23	11/22/23	Y	240.00	240.00-	108137	11/22/23		0.00	
		INV OFFICIAL	11/18	11/18/23	11/22/23	Y	210.00	210.00-	108137	11/22/23		0.00	
		INV OFFICIAL	11/3	11/03/23	11/09/23	Y	60.00	60.00-	108077	11/09/23		0.00	
		** TOTALS **					570.00	570.00-					0.00
01-004725	PAUL J. GEDVILAS												
		INV OFFICIAL	10/23	10/23/23	11/09/23	Y	60.00	60.00-	108076	11/09/23		0.00	
		INV OFFICIAL	10/30	10/30/23	11/09/23	Y	60.00	60.00-	108076	11/09/23		0.00	
		INV OFFICIAL	11/13	11/13/23	11/22/23	Y	90.00	90.00-	108136	11/22/23		0.00	
		INV OFFICIAL	11/6	11/06/23	11/22/23	Y	60.00	60.00-	108136	11/22/23		0.00	
		** TOTALS **					270.00	270.00-					0.00
01-004805	LOVOL												
	23-45421	INV	1009-Eqmt Dep	10/19/23	11/17/23	Y	160.00	160.00-	108101	11/17/23		0.00	
	23-45420	INV	1016	11/14/23	11/17/23	Y	1,416.76	1,416.76-	108101	11/17/23		0.00	
		** TOTALS **					1,576.76	1,576.76-					0.00
01-004809	TERENCE BOWMAN												
	23-45450	INV	TURKEY SHOOT UMP	11/06/23	11/09/23	Y	180.00	180.00-	108069	11/09/23		0.00	
		** TOTALS **					180.00	180.00-					0.00
01-004811	DWAYNE BEYER												
	23-45451	INV	TURKEY SHOOT UMP	11/06/23	11/09/23	Y	180.00	180.00-	108066	11/09/23		0.00	
		** TOTALS **					180.00	180.00-					0.00
01-004816	ILLINOIS TENT RENTALS												
	23-45442	INV	2023-1001012	10/31/23	11/17/23	N	239.75	239.75-	108098	11/17/23		0.00	
		** TOTALS **					239.75	239.75-					0.00
01-004818	DOMINO'S												
	23-45453	INV	2723-CCWP	11/01/23	11/09/23	N	398.95	398.95-	108072	11/09/23		0.00	
	23-45453	INV	2723-FVRC	11/01/23	11/09/23	N	50.99	50.99-	108072	11/09/23		0.00	
	23-45453	INV	9170-MCCASLIN	11/01/23	11/09/23	N	581.87	581.87-	108072	11/09/23		0.00	
		** TOTALS **					1,031.81	1,031.81-					0.00
01-004829	VIP DANCE, LLC												
	23-45400	INV	'24 VIP DANCE DEP	1/01/24	1/01/24	Y	1,000.00	1,000.00-	108048	11/03/23		0.00	
		** TOTALS **					1,000.00	1,000.00-					0.00
01-004830	ARNOLD CROSS												
		INV OFFICIAL	11/18	11/18/23	11/22/23	Y	210.00	210.00-	108132	11/22/23		0.00	
		** TOTALS **					210.00	210.00-					0.00
01-004833	THE POWER OF DANCE												
	23-45399	INV	'24 COMP DANCE DEP	1/01/24	1/01/24	N	1,000.00	1,000.00-	108045	11/03/23		0.00	
		** TOTALS **					1,000.00	1,000.00-					0.00
01-004839	LAVIN COMPANIES, INC												

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
S U M M A R Y

VENDOR	---- VENDOR NAME -----	PO	TYPE	INV NO#	INV DT	POST DT 1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE---
01-004839	LAVIN COMPANIES, INC										
		23-45445	INV	10-31-23	10/31/23	11/17/23 N	7,500.00	7,500.00-	108099	11/17/23	0.00
							** TOTALS **	7,500.00-			0.00
01-004844	CONSTRUCTION INC										
		23-45475	INV	193-1300001-1	11/16/23	11/17/23 N	189,761.78	189,761.78-	108097	11/17/23	0.00
							** TOTALS **	189,761.78-			0.00
01-004880	MATT HERMSEN										
		23-45436	INV	HALLOWEEN HAVOC	11/02/23	11/09/23 N	225.00	225.00-	108079	11/09/23	0.00
							** TOTALS **	225.00-			0.00
01-004882	DALE W RAGER										
		23-45449	INV	TURKEY SHOOT UMP	11/06/23	11/09/23 Y	180.00	180.00-	108087	11/09/23	0.00
							** TOTALS **	180.00-			0.00
01-004883	THE HEADSPIN GUY LLC										
		23-45470	INV	#184	10/15/23	11/17/23 Y	400.00	400.00-	108107	11/17/23	0.00
							** TOTALS **	400.00-			0.00
01-004884	BOBS BULLET BORING INC										
		23-45496	INV	I231107669	11/07/23	11/22/23 N	2,900.00	2,900.00-	108130	11/22/23	0.00
							** TOTALS **	2,900.00-			0.00
01-1	MISC VENDOR (REFUNDS ONLY)										
			INV REC#	2012447.007	10/27/23	11/03/23 N	150.00	150.00-	108043	11/03/23	0.00
			INV REC#	2012453.007	10/27/23	11/03/23 N	100.00	100.00-	108038	11/03/23	0.00
			INV REC#	2012459.007	11/02/23	11/09/23 N	30.00	30.00-	108068	11/09/23	0.00
			INV REC#	2012465.007	11/03/23	11/09/23 N	100.00	100.00-	108083	11/09/23	0.00
			INV REC#	2012480.007	11/10/23	11/17/23 N	400.00	400.00-	108105	11/17/23	0.00
			INV REC#	2013424.008	10/27/23	11/03/23 N	156.00	156.00-	108040	11/03/23	0.00
			INV REC#	2013476.008	11/08/23	11/17/23 N	90.00	90.00-	108108	11/17/23	0.00
			INV REC#	2013525.008	11/15/23	11/22/23 N	62.00	62.00-	108128	11/22/23	0.00
							** TOTALS **	1,088.00-			0.00

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
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T O T A L S

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	538,227.02	538,227.02CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	0.00	0.00	0.00
** TOTALS **	538,227.02	538,227.02CR	0.00

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
S U M M A R Y

** PRE-PAID INVOICES **

P R E P A I D T O T A L S

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	0.00	0.00	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	0.00	0.00	0.00
** TOTALS **	0.00	0.00	0.00

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
S U M M A R Y

R E P O R T T O T A L S

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	538,227.02	538,227.02CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	0.00	0.00	0.00
VOIDED ITEMS	0.00	0.00	0.00
** TOTALS **	538,227.02	538,227.02CR	0.00

U N P A I D R E C A P

NUMBER OF HELD INVOICES	0
UNPAID INVOICE TOTALS	0.00
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	0.00
** UNPAID TOTALS **	0.00

G/L EXPENSE DISTRIBUTION

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
10 140000	PREPAID EXPENSES	2,978.00
10 204000	DUE TO VILLAGE OF CAROL STREAM	6.00
10 209300	D/T CSP FOUNDATION-ACTIVITIES	700.00
10 217000	SECTION 125	161.00
10 5-00-00-534	PHYSICAL/DRUG TESTING	89.00
10 5-00-00-558	SECURITY SERVICES	569.48
10 5-00-00-562	REPAIR SERVICES-LIABILITY	3,875.00
10 5-00-00-565	BACKGROUND CHECKS-EMPLOYEES	28.50
10 5-00-00-610	PDRMA PROPERTY	4,031.04
10 5-00-00-611	PDRMA LIABILITY	1,948.30
10 5-00-00-612	PDRMA EMPLOYMENT	683.70
10 5-00-00-613	PDRMA POLLUTION	117.97
10 5-00-00-614	PDRMA WORKMENS COMP	3,789.28
10 5-00-00-651	MINOR EQUIPMENT-SAFETY	59.46
10 5-10-00-540	SECTION 125 PLAN	50.00
10 5-10-00-546	TELEPHONE	196.70
10 5-10-00-553	PRINTING	148.36
10 5-10-00-554	ADVERTISING	165.00

A C C O U N T S P A Y A B L E
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G/L EXPENSE DISTRIBUTION

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
10 5-10-00-556	MAINTENANCE CONTRACTS	6,508.40
10 5-10-00-559	TRAINING/SEMINARS	900.00
10 5-10-00-560	MEETINGS	260.00
10 5-10-00-590	OTHER SERVICES	6,526.00
10 5-10-00-620	STAFF INCENTIVE	867.32
10 5-10-00-652	OFFICE SUPPLIES	100.84
10 5-10-00-668	COMMISSIONER EXPENSE	1,918.06
10 5-12-00-500	MARKETING GENERAL EXPENSE	2.40CR
10 5-12-00-546	TELEPHONE	53.60
10 5-12-00-553	PRINTING	55.62
10 5-12-00-559	TRAINING/SEMINAR	310.00
10 5-12-00-560	MEETING	70.95
10 5-12-00-570	CONTRACTUAL SERVICES	12,410.00
10 5-12-00-590	OTHER SERVICES	179.98
10 5-12-00-651	MINOR EQUIPMENT	35.62
10 5-15-00-500	PARKS GENERAL EXPENSE	39.90CR
10 5-15-00-545-079	WATER/SEWER-ARMSTRONG RESTROOM	93.24
10 5-15-00-545-080	WATER/SEWER-ARMSTRONG FOUNTAIN	3.10
10 5-15-00-545-081	WATER/SEWER-COMMUNITY PARK	0.03
10 5-15-00-545-089	WATER/SEWER-HAMPE	25.68
10 5-15-00-545-095	WATER/SEWER-RED HAWK	16.03
10 5-15-00-545-096	WATER/SEWER-SLEPICKA	10.82
10 5-15-00-546	TELEPHONE	188.62
10 5-15-00-547-083	ELECTRIC-ARMSTRONG PARK NORTH	248.30
10 5-15-00-547-085	ELECTRIC-ARMSTRONG PARK SOUTH	581.25
10 5-15-00-547-086	ELECTRIC-BIERMAN	25.38
10 5-15-00-547-089	ELECTRIC-HAMPE	59.23
10 5-15-00-547-093	ELECTRIC-MEMORIAL PARK	18.76
10 5-15-00-547-094	ELECTRIC-POND AERATORS	285.29
10 5-15-00-547-095	ELECTRIC-RED HAWK	147.64
10 5-15-00-547-096	ELECTRIC-SLEPICKA	31.05
10 5-15-00-547-097	ELECTRIC-UNDERPASS IL64	50.33
10 5-15-00-547-098	ELECTRIC-CAROLSHIRE PARK	33.81
10 5-15-00-548	REFUSE	2,278.96
10 5-15-00-556	MAINTENANCE CONTRACTS	765.00
10 5-15-00-556-048	MAINT CONTRACTS-LANDSCAPE	9,500.00
10 5-15-00-559	TRAINING/SEMINARS	391.03
10 5-15-00-562	REPAIR SERVICES	209.00
10 5-15-00-651	MINOR EQUIPMENT	21.49
10 5-15-00-653	HORTICULTURAL SUPPLIES	938.00
10 5-15-00-656	JANITORIAL SUPPLIES	619.11
10 5-15-00-657	CLOTHING SUPPLIES	843.98
10 5-15-00-659	VEHICLE FUELS	1,913.02
10 5-15-00-660	PLAYGROUND MATERIAL/MAINT	143.67
10 5-15-00-661	HERBICIDES/SNOW REMOVAL	2,172.10
10 5-15-00-662-045	ATHLETIC FIELD MAINT-BASEBALL	2,580.00
10 5-15-00-662-047	ATHLETIC FIELD MAINT-SOCCER	940.00

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G/L EXPENSE DISTRIBUTION

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
10 5-15-00-663	VEHICLE REPAIRS	8,643.50
10 5-15-00-664	REPAIR/MAINT MATERIALS	1,604.38
10 5-15-00-673	TOOL REPAIR & PARTS	140.65
10 5-15-00-800	CAPITAL EQUIPMENT	6,121.00
10 5-15-00-802	FURNITURE/FIXTURES/EQMT	2,000.00
10 5-28-00-543	CABLE	79.14
10 5-28-00-544	GAS	184.38
10 5-28-00-545	WATER/SEWER	56.13
10 5-28-00-546	TELEPHONE/INTERNET	233.81
10 5-28-00-547	ELECTRIC	348.30
10 5-28-00-548	REFUSE	393.04
10 5-28-00-556	MAINTENANCE CONTRACTS	646.00
10 5-28-00-664	REPAIR/MAINT SUPPLIES	24.98
10 5-28-00-802	FURNITURE/FIXTURES/EQMT	30,125.00
10 5-62-00-546	TELEPHONE	107.20
10 5-62-00-559	TRAINING/SEMINAR	310.00
	** FUND TOTAL **	125,902.31
11 5-00-00-713	TECHNOLOGY	3,514.76
	** FUND TOTAL **	3,514.76
12 5-00-00-761	COYOTE CROSSING MINI GOLF	360.21
	** FUND TOTAL **	360.21
20 205000	REGISTRATION CLIENT PAYABLE	1,088.00
20 206136	D/T EC/PRESCHOOL FUNDRAISER	340.13
20 206902	D/T GYMNAST SPRINGER FUNDRAISE	220.00
20 207060	D/T PGM MERCH SALES TAX	149.23
20 207065	D/T CCMG SALES TAX	7.34
20 207991	D/T MCCASLIN CONC SALES TAX	1,457.11
20 207992	D/T FVRC CONC SALES TAX	50.45
20 4-14-00-481-991	RECOVERY OF COST-MCCAS CONCES	25.11CR
20 4-14-00-481-992	RECOVERY OF COST-FVRC CONCES	0.45CR
20 4-60-00-481	RECOVERY OF COST-RECREATION	2.23CR
20 4-60-00-481-665	RECOVERY OF COST-CCMG	0.34CR
20 4-60-23-472-221	MERCH RESALE-COMPETITIVE DANCE	4.00
20 4-60-80-441-800	MEMBERSHIP - FITNESS CTR	22.00
20 5-12-00-553	ADVERTISING PRINT	2,989.33
20 5-12-00-554	ADVERTISING DIGITAL	30.00
20 5-12-00-592	PROGRAM SUPPLIES	438.58
20 5-12-00-669	POSTAGE	4,000.00
20 5-12-00-690	DEPARTMENT SUPPLIES	605.58
20 5-13-00-543	CABLE	245.80
20 5-13-00-544	GAS	1,325.66
20 5-13-00-545	WATER/SEWER	1,697.12
20 5-13-00-546	TELEPHONE/INTERNET	686.99
20 5-13-00-547	ELECTRIC	17,102.23

A C C O U N T S P A Y A B L E
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G/L EXPENSE DISTRIBUTION

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
20 5-13-00-548	REFUSE	1,334.28
20 5-13-00-556	MAINTENANCE CONTRACTS	4,411.72
20 5-13-00-562	REPAIR SERVICES	1,627.90
20 5-13-00-562-057	REPAIR SERVICES-GEOTHERMAL	2,376.00
20 5-13-00-651	MINOR EQUIPMENT FACILITY	189.42
20 5-13-00-654	CHEMICALS-POOL	2,155.57
20 5-13-00-656	JANITORIAL SUPPLIES	1,120.43
20 5-14-00-548-991	REFUSE-MCCASLIN CONCESSIONS	504.66
20 5-14-00-568-991	PERMITS/LICENSES-MCCASLIN CONC	72.00
20 5-14-00-640-991	DRY GOODS SUPPLIES-MCCASLIN	225.21
20 5-14-00-642-991	MCCAS-PERISHABLE FOOD SUPPLIES	1,235.32
20 5-14-00-643-991	MCCAS-NON-ALCOH BEV SUPPLIES	350.61
20 5-14-00-645-990	CCWP-CONTRACT PERISHABLE FOOD	398.95
20 5-14-00-645-991	MCCAS-CONTRACT PERISHABLE FOOD	581.87
20 5-14-00-645-992	FVRC-CONTRACT PERISHABLE FOOD	50.99
20 5-14-00-651-991	MINOR EQMT FAC-MCCASLIN CONC	2,533.11
20 5-14-00-656-991	JANITORIAL SUPP-MCCASLIN CONC	85.93
20 5-23-00-543	CABLE	10.52
20 5-23-00-544	GAS	1,762.10
20 5-23-00-545	WATER/SEWER	15.74
20 5-23-00-546	TELEPHONE/INTERNET	2,107.71
20 5-23-00-547	ELECTRIC	3,134.70
20 5-23-00-548	REFUSE	1,095.54
20 5-23-00-556	MAINTENANCE CONTRACTS	250.00
20 5-23-00-562	REPAIR SERVICES	576.50
20 5-23-00-650	EQUIPMENT RENTAL	420.00
20 5-23-00-651	MINOR EQUIPMENT FACILITY	960.00
20 5-23-00-656	JANITORIAL SUPPLIES	388.97
20 5-24-00-544	GAS	304.13
20 5-24-00-545-087	WATER/SEWER-CORAL COVE	141.63
20 5-24-00-545-088	WATER/SEWER-CCWP FILTER ROOM	42.27
20 5-24-00-547	ELECTRIC	387.44
20 5-24-00-556	MAINTENANCE CONTRACTS	216.00
20 5-24-00-650	EQUIPMENT RENTAL	354.56
20 5-26-00-544	GAS	135.15
20 5-26-00-547	ELECTRIC	135.15
20 5-26-00-556	MAINTENANCE CONTRACTS	524.70
20 5-60-00-543-641	CABLE - RENTAL FIELDS	25.52
20 5-60-00-553	PRINTING-RECREATION	23.75
20 5-60-00-560	MEETING	456.62
20 5-60-00-592-622	PGM SUP - LOCAL EVENTS	352.09
20 5-60-00-592-642	RENTAL FVRC SUPPLIES	1,611.19
20 5-60-00-592-643	RENTAL GYMNASIUM SUPPLIES	452.00
20 5-60-00-592-695	PGM SUP-SPONS/ADVERTISING	561.00
20 5-60-00-595-642	RENTAL FVRC SERVICES	190.80
20 5-60-00-595-695	PGM SRV-SPONS/ADVERTISING	887.10
20 5-60-00-652	OFFICE SUPPLIES	8.89

A C C O U N T S P A Y A B L E
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G/L EXPENSE DISTRIBUTION

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
20 5-60-00-657	CLOTHING SUPPLIES	286.50
20 5-60-00-667	AUTO REIMBURSEMENT	40.00
20 5-60-00-690	DEPARTMENT SUPPLIES	113.75
20 5-60-16-592-135	PGM SUP - PRESCHOOL	915.33
20 5-60-17-592-145	PGM SUP - E C PROGRAMS	196.60
20 5-60-20-592-203	PGM SUP - YOUTH B-DAY PARTIES	619.92
20 5-60-21-595-205	PGM SRV - SPECIAL INTEREST	1,239.80
20 5-60-23-592-215	PGM SUP - YOUTH THEATRE	129.88
20 5-60-23-592-220	PGM SUP - SEASONAL DANCE	16.98
20 5-60-23-592-224	PGM SUP - DANCE RECITAL	457.78
20 5-60-23-594-221	MERCH RESALE SUP-COMPET DANCE	99.38
20 5-60-23-595-221	PGM SRV-COMPETITIVE DANCE	2,000.00
20 5-60-23-595-224	PGM SRV - DANCE RECITAL	16.99
20 5-60-28-592-260	PGM SUP - YOUTH BASKETBALL	29.38
20 5-60-28-592-865	PGM SUP-YTH BB/SB FALL LGS	1,142.02
20 5-60-28-595-237	PGM SRV - YOUTH VOLLEYBALL	750.00
20 5-60-28-595-258	PGM SRV - YTH DODGEBALL LEAGUE	272.00
20 5-60-28-595-272	PGM SRV - YTH SPRING SOCCER	912.50
20 5-60-28-595-865	PGM SRV-YTH BB/SB FALL LGS	6,220.00
20 5-60-28-595-891	PGM SRV-HS BASEBALL/SOFTBALL	1,190.00
20 5-60-29-546-290	TELEPHONE-YTH B/A SCHOOL	428.78
20 5-60-29-592-290	PGM SUP - YOUTH B/A SCHOOL	1,090.09
20 5-60-29-595-298	PGM SRV - YTH KDS CARE DAY OFF	400.00
20 5-60-37-592-327	PGM SUP - MS AFTER HOURS	38.01
20 5-60-48-592-434	PGM SUP - ADULT SB TOURNAMENTS	1,373.98
20 5-60-48-595-434	PGM SRV - ADULT SB TOURNAMENTS	1,644.00
20 5-60-48-595-435	PGM SRV - ADULT SOFTBALL	4,826.00
20 5-60-48-595-440	PGM SRV - ADULT SPORTS LEAGUES	2,852.00
20 5-60-55-592-525	PGM SUP-FOREVER YNG OVRNT TRIP	95.75
20 5-60-55-595-520	PGM SRV-ADULT TRIPS	1,668.00
20 5-60-61-595-680	PGM SRV-SPORTS INSTRUCTIONAL	680.50
20 5-60-64-592-610	PGM SUP - FAMILY SPECIAL EVENT	971.67
20 5-60-64-595-610	PGM SRV - FAMILY SPECIAL EVENT	2,965.59
20 5-60-70-570-700	CONTRACTUAL SRVS-FVRC POOL	33,715.46
20 5-60-70-570-750	CONTRACTUAL SRVS-CCWP	1,810.00
20 5-60-70-649-700	MINOR EQUIPMENT - FVRC POOL	224.59
20 5-60-71-592-707	PGM SUP-INSTR/COORD SWIM LESSO	12.99
20 5-60-78-592-710	PGM SUP - SWIM TEAM	554.01
20 5-60-80-543-800	CABLE - FITNESS CENTER	368.71
20 5-60-80-592-800	PGM SUP-FITNESS CENTR-MEM/PASS	608.00
20 5-60-80-649-800	MINOR EQUIPMENT-FITNESS	153.03
20 5-60-98-592-901	PGM SUP - GYMNASTIC TEAM	989.54
20 5-60-98-595-901	PGM SRV - GYMNASTIC TEAM	450.00
20 5-64-00-545	WATER/SEWER-MCCAS FIELDS	357.94
20 5-64-00-547	ELECTRIC-MCCASLIN FIELDS	2,644.00
20 5-64-00-548	REFUSE-MCCASLIN FIELDS	504.66
20 5-64-00-556	MAINTENANCE CONTRACTS	40.00

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G/L EXPENSE DISTRIBUTION

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
20 5-65-00-544	GAS	60.02
20 5-65-00-546	TELEPHONE/INTERNET	217.75
20 5-65-00-547	ELECTRIC	503.62
20 5-65-00-548	REFUSE	672.90
20 5-65-00-562	REPAIR SERVICES	7,850.00
20 5-65-00-650	EQUIPMENT RENTAL	60.00
20 5-65-00-651	MINOR EQUIPMENT FACILITY	7,078.99
20 5-65-00-664	REPAIR & MAINT SUPPLIES	1,309.18
20 5-65-00-802	FURNITURE/FIXTURES/EQUIPMENT	6,342.35
	** FUND TOTAL **	171,428.08
42 5-00-00-700	CONTINGENCY	485.43
42 5-75-00-722	COMMUNITY PARK	190,767.71
42 5-75-00-762	PARKS/PLAYGROUNDS	43,252.00
42 5-75-00-772	WALTER PARK	2,516.52
	** FUND TOTAL **	237,021.66

	** TOTAL **	538,227.02

A C C O U N T S P A Y A B L E
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DEPARTMENT TOTALS

DEPARTMENT	DEPARTMENT NAME	AMOUNT
10	NON-DEPARTMENTAL	3,845.00
10 00	ANCILLARY FUNDS	15,191.73
10 10	FINANCE/ADMINISTRATION	17,640.68
10 12	MARKETING/COMMUNICATION	13,113.37
10 15	PARKS	43,603.55
10 28	MAINTENANCE FACILITY	32,090.78
10 62	REGISTRATION SERVICES	417.20
	** FUND TOTAL **	125,902.31
11 00	CORP REPAIR & REPLACEMENT	3,514.76
	** FUND TOTAL **	3,514.76
12 00	REC REPAIR & REPLACEMENT	360.21
	** FUND TOTAL **	360.21
20	NON-DEPARTMENTAL	3,312.26
20 12	MARKETING/COMMUNICATION	8,063.49
20 13	FOUNTAIN VIEW REC CENTER	34,273.12
20 14	CONCESSIONS	6,013.09
20 23	SIMKUS FACILITY	10,721.78
20 24	CORAL COVE	1,446.03
20 26	EVERGREEN GYM FACILITY	795.00
20 60	RECREATION	79,161.90
20 64	MCCASLIN FIELDS	3,546.60
20 65	MINIATURE GOLF	24,094.81
	** FUND TOTAL **	171,428.08
42 00	CAPITAL PROJECTS	485.43
42 75	2021 CAPITAL IMPROVEMENTS	236,536.23
	** FUND TOTAL **	237,021.66

	** TOTAL **	538,227.02

0 ERRORS
0 WARNINGS

SELECTION CRITERIA

VENDOR SET: ALL
 VENDOR: THRU ZZZZZZ
 VENDOR CLASS: ALL
 BANK CODES: Include: APBNK
 1099 BOX: All
 COMMENT CODES: All
 HOLD STATUS: Both
 AP BALANCE AS OF: 0/00/0000
 ADVANCED SELECTION: YES

ITEM SELECTION: PAID ITEMS
 FUNDS: All
 ACCOUNT RANGE: THRU ZZZZZZZZZZZZZZZZ
 ITEM AMOUNT: 999,999,999.00CR THRU 999,999,999.00

PRINT OPTIONS:

SEQUENCE: VENDOR NUMBER
 REPORT TYPE: SUMMARY
 SORT TRANSACTIONS BY DATE: NO
 G/L ACCOUNTS/PROJECTS: YES
 ONE VENDOR PER PAGE: NO
 ONE DEPARTMENT PER PAGE: NO
 PRINT STUB COMMENTS: NO
 PRINT COMMENT CODES: None
 PRINT W/ PO ONLY: NO

DATE SELECTION:

PAYMENT DATE: 11/01/2023 THRU 11/30/2023
 ITEM DATE: 0/00/0000 THRU 99/99/9999
 POSTING DATE: 0/00/0000 THRU 99/99/9999

To: Board of Commissioners
From: Renee Bachewicz, Director of Recreation
Date: December 11, 2023
Approval: Affiliate Agreement with Carol Stream Travel Softball
and Baseball Association **Agenda Item # 5D**

Issue

Should the Board approve an affiliate agreement with the Carol Stream Travel Softball and Baseball Association (CSTSBA) for 2024.

Background/Reasoning

- At the June 22, 2015 Park Board of Commissioners meeting, the Board approved the revised affiliate agreements for all four of the district's youth sports affiliate groups. These agreements would then be approved on an annual basis.
- This new agreement would cover the 2024 season for CSTSBA.
- CSTSBA is in compliance with the terms of the agreement and is considered to be in good standing with the District.

Supporting Documents Summary

- Carol Stream Travel Softball and Baseball Association (CSTSBA) Agreement.
 - CSTSBA Agreement has been updated to include some additional PDRMA requirements and to clarify facility needs for both entities. All updates to this current agreement are highlighted in yellow for easier reference.

Cost

The affiliate fees paid to the District are budgeted in GL # 20-4-60-00-480-641.

Public/Customer Impact

The affiliate group provides an opportunity for youth that wish to participate in a more competitive softball and baseball program than the District currently offers as part of our in-house league.

Recommendation

That the Board approve an affiliate agreement with the Carol Stream Travel Softball and Baseball Association (CSTSBA) for 2024.



Carol Stream Travel Softball Baseball Association Affiliate Agreement

**Memorandum of Understanding
January 2024 – December 2024**

PURPOSE

The Carol Stream Park District (hereafter “**Park District**”) recognizes that certain organizations exist within the community whose purposes are to serve and enhance recreational opportunities for a specific purpose and group. These organizations are separate and independent from the Park District with autonomous leadership, organizational and operational structure. Although the stated missions of the organizations may differ, public investment in public recreational facilities and programs creates a mutually beneficial environment in which to provide quality recreation for all the individuals served by the parties, as well as the general public.

The Park District recognizes that at times it is in the best interest of the community that the Park District work with outside organizations in coordinating, integrating and consolidating the planning and provision of recreational facilities and programs when basic functions are compatible and a public benefit may be derived. Through working relationships with outside organizations and joint efforts, each party can contribute to greater public service without relinquishing their separate identities or any of their individual responsibilities.

To this end, the Park District is willing to establish a working relationship and cooperative agreement with the Carol Stream Travel Softball and Baseball Association (hereafter “**CSTSBA**”). With this agreement, the parties will define the working relationship, mutual expectations, and individual responsibilities. However, this agreement cannot be considered absolute; but shall serve as a frame of reference. Standards outlined herein insure that the parties’ concept of joint planning, use, and maintenance is followed to the maximum extent possible, while retaining the essential freedom of discretion, decision and action in planning, developing and maintaining recreational programs. In addition to the criteria included in the Park District’s Policy Guidelines on Youth Recreational Organizations, CSTSBA agrees to follow the following guidelines:

I. Criteria and Conditions

1. The CSTSBA shall provide its own leadership, structure, and must delegate operational duties to its membership.

2. The CSTSBA shall conduct its own financial business and be financially self-supporting. CSTSBA shall not be underwritten by park district public funds.
3. The CSTSBA shall have its own volunteer governing board all whom must live within the Park District boundaries with adopted written bylaws or guidelines to guide the board in policy-making decisions, and:
 - a. Is a not-for-profit corporation or organization dedicated to offering and promoting recreational activities that supplement existing Park District programs and fit within the stated mission of the Park District.
 - b. At least 51% of each team or division of the CSTSBA must be residents within the Park District boundaries. Participants that reside outside of the CSPD boundaries but are within the boundaries of Community Consolidated School District 93 (**CCSD93**) and Benjamin School District 25 (**BSD25**) will be counted as residents.
 - c. Provide an annual detailed budget to the Park District to show all anticipated revenue and expenditures, and
 - d. Provide copies of the IRS and State tax forms that must be filed annually to maintain the organization's 501(C) 3 status or other financial documents (bank statements, etc.) as requested by the Park District. Financial documents should be submitted within three months of the conclusion of CSTSBA's fiscal year that include current financial standings, including operation revenues, expenditures, and financial reserves.
 - e. Must provide the Park District with a copy of the organization's by laws annually.
4. The CSTSBA must submit a written request to the Park District seeking approval to enter large sponsorship agreements with potential third party partners. The Park District must approve all potential large sponsor partners prior to the execution of a sponsorship agreement. Large sponsorships include anything at or above \$1,000. The Park District has the right in its sole discretion to deny any sponsorship agreement that may not be in the best interest of the Park District. All fundraising activities must also be done in full compliance of the laws governing such activities.
 - a. Provide a list of all sponsors and total sponsorship amount seasonally to the Park District.
5. The CSTSBA must have a Code of Conduct in place that is provided to and followed by administrators (board members), players, coaches, and parents at all times. A copy shall be provided to the Park District annually.
6. The CSTSBA shall provide a list of officers and participants, including addresses and telephone numbers following CSTSBA's annual elections and when changes occur.

7. Copies of the organizations meeting minutes must be submitted to the Park District no later than fifteen days following any meeting.
8. The CSTSBA shall designate both a liaison and alternate liaison and provide the individuals' telephone numbers and other contact information to the Park District to be the official liaisons for all official communication with the Park District including but not limited to field and facility assignments. One of the liaisons must be the league President.
9. The CSTSBA agrees and understands that neither the CSTSBA nor its officials, officers, members, employees or volunteers (collectively "CSTSBA") are entitled to any benefits or protections afforded employees or volunteers of the Park District and are not bound by any obligations as employees of the Park District. The CSTSBA will not be covered under provisions of the unemployment compensation insurance of the Park District or the workers' compensation insurance of the Park District and that any injury or property damage arising out of any CSTSBA activity will be the CSTSBA's sole responsibility and not the Park District's. Also, it is understood that the CSTSBA is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and therefore, the CSTSBA will be solely responsible for its own actions. The Park District will in no way defend the CSTSBA in matters of liability.
10. The CSTSBA shall fully cooperate with any investigation conducted by or on behalf of the Park District and/or the Park District Risk Management Agency "PDRMA". Failure to fully cooperate with any such investigations shall constitute a breach of agreement and in the sole discretion of the Park District, may result in revocation or suspension of any Group privileges under this Agreement.
11. The CSTSBA shall not represent itself or members of the CSTSBA as employees, volunteers, or agents of the Park District.
12. The CSTSBA or members of the CSTSBA will not advertise or solicit participants using the name or logo of the Park District without prior written permission of the Park District.
13. All fees, charges, monies, and expenditures shall be handled by the CSTSBA itself, with its own accounts in the group's name. The group shall have a written policy regarding refunds. All requests for refunds shall be addressed in a timely manner.
14. Costs for maintenance of equipment and/or facilities will be charged to the CSTSBA. CSTSBA shall be responsible for damage to fields, equipment, and facilities beyond normal wear and tear or from wanton and willful neglect.
15. The CSTSBA acknowledges and agrees that the group is responsible for any and all expenses, including, but not limited to, the provision of equipment and materials related to the CSTSBA activities and use of Park District property and facilities, unless otherwise specified and agreed to in writing.

16. Activities, programs, and events sponsored by CSTSBA shall not, other than to adhere to specific membership guidelines, program requirements, or minimum residency standards, discriminate against or exclude any individual, for participation for reasons of race, color, creed, national origin, sex, sexual orientation, disability, or any other characteristic protected by local, state, or federal law.
17. The CSTSBA agrees to conduct criminal background checks for all employees and volunteers eighteen years of age or older and who directly supervise individuals under the age of eighteen (18) years or age or handle cash. The CSTSBA is solely responsible for determining whether any conviction disqualifies any employee/volunteer.
 - a. The CSTSBA may choose to have the Park District or an agency of their choosing process the background checks. If the Park District system is utilized, CSTSBA will be invoiced for the cost of completing the background check.
18. The CSTSBA agrees to cross-reference all staff, employees and volunteers with the federal and state of Illinois Child Offender Databases.
19. The CSTSBA understands and agrees that it solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any CSTSBA position and/or activity and that the Park District is not responsible for any hiring or retention decision.
20. Registration for membership/tryouts must not exclude qualified residents of the Park District.
21. The CSTSBA shall comply with all applicable local, state, and federal laws, including, but not limited to the Illinois Human Rights Act, the American with Disabilities Act, and the Civil Rights Act of 1964. The CSTSBA shall base employment, volunteer, and participation criteria upon personal capabilities and qualifications without discrimination because of race, color, religion, sexual orientation, sex (except as an appropriate division for athletics programming), national origin, age (except as an appropriate division of programming levels for youth athletics programming), marital status, or any other protected characteristic as established by law.
22. CSTSBA shall abide by all Park District rules and regulations including, but not limited to, no smoking, no alcohol, and no drugs on or in Park District grounds and facilities.

II. Facility/Field Use

1. Requests shall be made in writing at least three months in advance to insure availability. Park District programs take precedence. Requests must be specific and include but not limited to:

- a. A timeline/calendar of events showing proposed start and end dates for practices, games, special events, et al.
 - b. Field or court locations and sizes desired.
 - c. Days and times.
 - d. CSPD fields are multi-use and field space is limited. Enrollment and usage needs must be discussed and approved prior to season.
2. Times must follow the time slots used by the Park District for the applicable sport. The specific sport time slots used by the Park District are available upon request.
 - a. Proposed schedules (practices and games) for the season must be submitted at least two weeks prior to the first day of intended use.
 - b. Any requested space outside of normal scheduled timeslots are available upon request and availability.
3. All active rosters must be submitted to the Park District no less than two weeks before the start of the season of intended use. The roster must include the first and last name of each participant as well as their home address. Rosters should also indicate which players are non-residents of the Park District.
4. The Park District reserves the right to schedule any and all game fields, practice fields, courts, rooms, or other facilities, and/or cancel activities/practices based on weather or other conditions.
5. It is the sole responsibility of the CSTSBA to determine whether any facility, field, or location is safe, suitable, and/or appropriate for any intended use.
6. The CSTSBA shall inspect each facility, field, or other location prior to and subsequent to each use and shall promptly report any unsafe condition (holes in sports fields, broken equipment, etc.) to the Park District.
 - a. In order to coordinate scheduling and staffing needs, CSTSBA must request the use of any School District facilities through the CSPD staff.
7. The CSTSBA is solely responsible for providing supervision and security services, as needed, for any and all CSTSBA activities.
8. The Park District does not assume any responsibility, care, custody, or control of any CSTSBA property or equipment brought upon or stored upon Park District property. The CSTSBA is solely responsible for the safety and/or security of any property or equipment brought upon or stored on Park District property.
9. The CSTSBA shall adhere to all applicable facility and Park District ordinances, rules, regulations, policies, and procedures.

10. The use of Park District meeting rooms is based on availability and Park District scheduling concerns. The Park District retains the right to move, cancel or reschedule meetings based upon Park District needs.
 - a. Special events to take place on Park District property (i.e. banquets, fundraising events, meets, pictures, road races, tournaments, etc.) require approval and 30 days advance notice.
 - b. The Park District will provide facility space for monthly organizational meetings, equipment handout and special registration days at no charge. Individual team meetings, team parties or indoor practice space other than that will be rented at a discount rate on an individual basis if available at no cost to CSTSBA.
 - c. Should CSTSBA wish to use space when the facility is closed, they will need to pay all applicable fees and charges.
11. Park District will provide safe and adequate athletic field space for baseball practice and games at Park District property as well as school district property upon approval of the school district.
12. Baseball/Softball practice and game space will be provided at:
 - a. CSPD fields beginning March 25 thru October 31, 2024 from 5-10:45pm weekdays and 8am-10:45pm on weekends on fields with lights and 5-8pm weekdays and 8am-8pm on fields without lights pending field availability.
13. CSTSBA shall be responsible for damages to fields used when deemed NOT playable by the Park District.
 - a. CSTSBA shall be responsible for damage to fields, equipment, and facilities beyond normal wear and tear or from wanton and willful neglect.
 - b. The cost of the damages will be determined by the Park District. Once determined, CSTSBA will be invoiced.

III. Rental/Usage Fee

1. CSTSBA will pay to the Park District an annual usage fee per player for expenses directly incurred for the CSTSBA's use of fields, facilities, and equipment. Changes in fees will be determined by the Park District staff based on costs associated with providing services to CSTSBA. The baseball/softball per player fee for 2024 will be \$75.35 for the spring teams, and \$37.70 per player for fall teams. The affiliate reimbursement fee does not include the following:
 - a. Portable toilets not scheduled for Park District properties.

- b. Services or supplies in excess of the standards previously established.
 - c. Capital purchases, capital improvements, or capital repairs requested by the affiliate.
 - d. Processing criminal background checks.
 - e. Damage to fields, facilities, or equipment.
 - f. Additional projects, such as camps, clinics and tournaments.
2. CSTSBA shall be assessed an additional non-resident fee for each affiliate participant who does not reside within the boundaries of the Park District. This fee shall be assessed once for every non-resident participant and for each individual playing season.
 - a. The additional fee for non-residents shall be 50% of the resident affiliate fee, not to exceed \$20, per participant, per playing season.
 - b. Although participants residing in CCSD93 and BSD25 boundaries that are outside of the CSPD boundaries are treated as residents when determining % of residents per team, those participants are still subject to the non-resident fee.
3. CSTSBA will be invoiced for the following:
 - a. Seasonal affiliate fee.
 - b. Tournament rental fees.
 - c. Park District attendant required at sporting events outside the regular season. Events included but not limited to:
 - a. Any use of school facilities including games and practices during the off season.
 - b. Tournaments.
4. If any invoice received by CSTSBA is not paid within 30 days of the date of the Park District invoice, CSTSBA may be placed on probation and future Park District services, as outlined in this agreement, may not be rendered.

IV. Advertisement

The Park District will provide the CSTSBA with space in their seasonal program guide and website to advertise standard program information. The CSTSBA is responsible for providing information for the advertisement, and the Park District will design the

advertisement. A direct link to the CSTSBA website will also be included on the Park District website.

CSTSBA may also request that information be displayed on the Park District's outdoor marquee boards and indoor bulletin boards.

V. Insurance and Indemnification

The CSTSBA shall procure and maintain for the duration of this agreement, the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with any of CSTSBA activities:

1. Commercial General and Umbrella Liability Insurance

CSYBSA shall maintain commercial general liability (**CGL**) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Agreement.

CGL insurance shall be written on Insurance Services Office (**ISO**) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and shall not be endorsed to exclude claims arising from athletic participation.

The Park District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of the CSTSBA insurance and shall not contribute with it.

The CGL policy must include individuals for athletic participation.

2. Business Auto and Umbrella Liability Insurance

If applicable, the CSTSBA shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

3. Workers Compensation Insurance

If applicable, the CSTSBA shall maintain workers compensation and employer's liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

4. Other

If the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this agreement, the CSTSBA waives all rights against the Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the CSTSBA's use of any Park District property or facility.

5. General Insurance Provisions

a. Evidence of Insurance

Prior to exercising any rights under this Agreement, the CSTSBA shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Agency prior to the cancellation or material change of any insurance referred to therein. Written notice to Agency shall be by certified mail, return receipt requested.

Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of the CSTSBA's obligation to maintain such insurance.

The Park District shall have the right, but not the obligation, of prohibiting the CSTSBA from using the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Park District.

Failure to maintain the required insurance may result in termination of this agreement at Park District's option.

The CSTSBA shall provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.

b. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.

c. Cross-Liability Coverage

If the CSTSBA liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

d. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the CSTSBA may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

6. Indemnification

The CSTSBA shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (reasonable attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the conduct or management of the premises or of any business or activity therein, or any work or thing whatsoever done, or condition created in or about the premises during the term of this agreement; (ii) any act, omission wrongful act or negligence of the CSTSBA or any of CSTSBA's partners, directors, officials, officers, agents, employees, members, volunteers, participants, invitees, licensees, contractors, or subcontractors; (iii) any accident, injury or damage whatsoever occurring in or upon any Park District property or facility, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. The CSTSBA shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of the CSTSBA's breach of any of its obligations under, or CSTSBA default of, any provision of this agreement. This responsibility will survive the termination of this agreement.

VI. Other

- a. CSYFA is responsible for following the Park District's severe weather protocol – see attached policy and visit <https://www.csparks.org/about-us/> Lightning Detection tab.
- b. CSTSBA has ability to utilize staff expertise, program equipment, operational logistics, and other in-kind services, etc.

VII. No Third Party Beneficiary

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

VIII. Probation, Dissolution

- A. If CSTSBA fails to meet the conditions and/or criteria set forth in the agreement as determined by CSPD staff, CSTSBA may be placed on probation or the relationship with the CSPD may be dissolved or revoked.
 1. If CSTSBA is placed on probation, they will be notified of the reason by registered mail. CSTSBA will have ninety (90) days from the written date of notification to make the necessary correction(s). If CSTSBA makes the necessary correction(s), CSTSBA will be removed from probation. If CSTSBA does not make the necessary correction(s), CSTSBA will remain on probation and be in jeopardy of losing its affiliate status.
 2. If CSPD decides to revoke the status of CSTSBA, a written report outlining the reason(s) will be sent to CSTSBA by registered mail. This action will not become effective for a minimum of thirty (30) days, or another period of time that may be specified, from the written date of notification, during which time the affiliate organization may make the necessary corrections to the CSPD's satisfaction.
- B. If CSTSBA, for any reason, ceases to exist as a not-for-profit organization, all funds, supplies and equipment shall be deeded to the CSPD.

IX. Termination and Duration

- a. The initial term of this Agreement shall commence on the date hereof and end on **December 31, 2024**. The agreement will be renewed on annual basis for a period of one year providing that CSTSBA is in good standing with the Park District.

- b The Park District retains the unilateral right to alter the terms and conditions of this agreement or to terminate this agreement at any time and for any reason, including, but not limited to misconduct of the CSTSBA or for misuse of property, for purposes deemed necessary for public safety or preservation of property, if termination serves the interests of Park District residents, or because the CSTSBA has breached any of its obligations under this Agreement.

The CSTSBA may terminate this agreement by providing a minimum of 45 days written notice.

- c. The CSTSBA will have financial responsibility to the Park District for any outstanding fees and/or money owed to the Park District and shall promptly reimburse the Park District. Any money owed to the CSTSBA by the Park District shall be promptly reimbursed. This responsibility will survive the termination of this agreement.
- d. The Agreement may also be amended by the written approval of both Parties.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized officer thereof as of the date first above written.

Authorized Signature of CSTSBA

Authorized Signature of Carol Stream
Park District

Date

Date

To: Board of Commissioners
From: Renee Bachewicz, Director of Recreation
Date: December 11, 2023
Approval: Affiliate Agreement with Carol Stream Youth
Football Association **Agenda Item # 5E**

Issue

Should the Board approve an affiliate agreement with the Carol Stream Youth Football Association (CSYFA) for 2024.

Background/Reasoning

- At the June 22, 2015 Park Board of Commissioners meeting, the Board approved the revised affiliate agreements for all four of the district's youth sports affiliate groups. These agreements would then be approved on an annual basis.
- This new agreement would cover the 2024 season for CSYFA.
- CSYFA is in compliance with the terms of the agreement and is considered to be in good standing with the District.

Supporting Documents Summary

- Carol Stream Youth Football Association (CSYFA) Agreement.
 - CSYFA Agreement has been updated to include some additional PDRMA requirements and to clarify facility needs for both entities. All updates to this current agreement are highlighted in yellow for easier reference.

Cost

The affiliate fees paid to the District are budgeted in GL # 20-4-60-00-480-641.

Public/Customer Impact

The affiliate group provides an opportunity for those youth that wish to participate in a football program; the District does not currently offer an in-house football league.

Recommendation

That the Board approve an affiliate agreement with the Carol Stream Football Association (CSYFA) for 2024.



Carol Stream Youth Football Association Affiliate Agreement

**Memorandum of Understanding
January 2024 – December 2024**

PURPOSE

The Carol Stream Park District (hereafter “**Park District**”) recognizes that certain organizations exist within the community whose purposes are to serve and enhance recreational opportunities for a specific purpose and group. These organizations are separate and independent from the Park District with autonomous leadership, organizational and operational structure. Although the stated missions of the organizations may differ, public investment in public recreational facilities and programs creates a mutually beneficial environment in which to provide quality recreation for all the individuals served by the parties, as well as the general public.

The Park District recognizes that at times it is in the best interest of the community that the Park District work with outside organizations in coordinating, integrating and consolidating the planning and provision of recreational facilities and programs when basic functions are compatible and a public benefit may be derived. Through working relationships with outside organizations and joint efforts, each party can contribute to greater public service without relinquishing their separate identities or any of their individual responsibilities.

To this end, the Park District is willing to establish a working relationship and cooperative agreement with the Carol Stream Youth Football and Cheer Association (hereafter “**CSYFA**”). With this agreement, the parties will define the working relationship, mutual expectations, and individual responsibilities. However, this agreement cannot be considered absolute; but shall serve as a frame of reference. Standards outlined herein insure that the parties’ concept of joint planning, use, and maintenance is followed to the maximum extent possible, while retaining the essential freedom of discretion, decision and action in planning, developing and maintaining recreational programs. In addition to the criteria included in the Park District’s Policy Guidelines on Youth Recreational Organizations, CSYFA agrees to follow the following guidelines:

I. Criteria and Conditions

1. The CSYFA shall provide its own leadership, structure, and must delegate operational duties to its membership.
2. The CSYFA shall conduct its own financial business and be financially self-supporting. CSYFA shall not be underwritten by Park District public funds.

3. The CSYFA shall have its own volunteer governing board all of whom must live within the park district boundaries with adopted written bylaws or guidelines to guide the board in policy-making decisions, and:
 - a. Is a not-for-profit corporation or organization dedicated to offering and promoting recreational activities that supplement existing Park District programs and fit within the stated mission of the Park District.
 - b. At least 51% of each team or division of the CSYFA must be residents within the Park District boundaries. Participants that reside outside of the CSPD boundaries but are within the boundaries of Community Consolidated School District 93 (**CCSD93**) and Benjamin School District 25 (**BSD25**) will be counted as residents.
 - c. Provide an annual detailed budget to the Park District to show all anticipated revenue and expenditures, and
 - d. Provide copies of the IRS and State tax forms that must be filed annually to maintain the organization's 501(C) 3 status or other financial documents (bank statements, etc.) as requested by the Park District. Financial documents should be submitted within three months of the conclusion of CSYFA's fiscal year that include current financial standings, including operation revenues, expenditures, and financial reserves.
 - e. Must provide the Park District with a copy of the organization's by laws annually.
4. The CSYFA must submit a written request to the Park District seeking approval to enter large sponsorship agreements with potential third party partners. The Park District must approve all potential large sponsor partners prior to the execution of a sponsorship agreement. Large sponsorships include anything at or above \$1,000. The Park District has the right in its sole discretion to deny any sponsorship agreement that may not be in the best interest of the Park District. All fundraising activities must also be done in full compliance of the laws governing such activities.
 - a. Provide a list of all sponsors and total sponsorship amount seasonally to the Park District.
5. The CSYFA must have a Code of Conduct in place that is provided to and followed by administrators (board members), players, coaches, and parents at all times. A copy shall be provided to the Park District annually.
6. The CSYFA shall provide a list of officers and participants, including addresses and telephone numbers following CSYFA's annual elections and when changes occur.
7. Copies of the organizations meeting minutes must be submitted to the Park District no later than fifteen days following any meeting.

8. The CSYFA shall designate both a liaison and alternate liaison and provide the individuals' telephone numbers and other contact information to the Park District to be the official liaisons for all official communication with the Park District including but not limited to field and facility assignments. One of the liaisons must be the league President.
9. The CSYFA agrees and understands that neither the CSYFA nor its officials, officers, members, employees or volunteers (collectively "CSYFA") are entitled to any benefits or protections afforded employees or volunteers of the Park District and are not bound by any obligations as employees of the Park District. The CSYFA will not be covered under provisions of the unemployment compensation insurance of the Park District or the workers' compensation insurance of the Park District and that any injury or property damage arising out of any CSYFA activity will be the CSYFA's sole responsibility and not the Park District's. Also, it is understood that the CSYFA is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and therefore, the CSYFA will be solely responsible for its own actions. The Park District will in no way defend the CSYFA in matters of liability.
10. The CSYFA shall fully cooperate with any investigation conducted by or on behalf of the Park District and/or the Park District Risk Management Agency "PDRMA". Failure to fully cooperate with any such investigations shall constitute a breach of agreement and in the sole discretion of the Park District, may result in revocation or suspension of any Group privileges under this Agreement.
11. The CSYFA shall not represent itself or members of the CSYFA as employees, volunteers, or agents of the Park District.
12. The CSYFA or members of the CSYFA will not advertise or solicit participants using the name or logo of the Park District without prior written permission of the Park District.
13. All fees, charges, monies, and expenditures shall be handled by the CSYFA itself, with its own accounts in the group's name. The group shall have a written policy regarding refunds. All requests for refunds shall be addressed in a timely manner.
14. Costs for maintenance of equipment and/or facilities will be charged to the CSYFA. CSYFA shall be responsible for damage to fields, equipment, and facilities beyond normal wear and tear or from wanton and willful neglect.
15. The CSYFA acknowledges and agrees that the group is responsible for any and all expenses, including, but not limited to, the provision of equipment and materials related to the CSYFA activities and use of Park District property and facilities, unless otherwise specified and agreed to in writing.
16. Activities, programs, and events sponsored by CSYFA shall not, other than to adhere to specific membership guidelines, program requirements, or minimum residency

standards, discriminate against or exclude any individual, for participation for reasons of race, color, creed, national origin, sex, sexual orientation, disability, or any other characteristic protected by local, state, or federal law.

17. The CSYFA agrees to conduct criminal background checks for all employees and volunteers eighteen years of age or older and who directly supervise individuals under the age of eighteen (18) years or age or handle cash. The CSYFA is solely responsible for determining whether any conviction disqualifies any employee/volunteer.
 - a. CSYFA may choose to have the Park District or an agency of their choosing process the background checks. If the Park District system is utilized, CSYFA will be invoiced for the cost of completing the background check.
18. The CSYFA agrees to cross-reference all staff, employees and volunteers with the federal and state of Illinois Child Offender Databases.
19. The CSYFA understands and agrees that it is solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any CSYFA position and/or activity and that the Park District is not responsible for any hiring or retention decision.
20. Registration for membership/tryouts must not exclude qualified residents of the Park District.
21. The CSYFA shall comply with all applicable local, state, and federal laws, including, but not limited to the Illinois Human Rights Act, the American with Disabilities Act, and the Civil Rights Act of 1964. The CSYFA shall base employment, volunteer, and participation criteria upon personal capabilities and qualifications without discrimination because of race, color, religion, sexual orientation, sex (except as an appropriate division for athletics programming), national origin, age (except as an appropriate division of programming levels for youth athletics programming), marital status, or any other protected characteristic as established by law.
22. CSYFA shall abide by all Park District rules and regulations including, but not limited to, no smoking, no alcohol, and no drugs on or in Park District grounds and facilities.

II. Facility/Field Use

1. Requests shall be made in writing at least two months in advance, prior to season, to insure field availability for the upcoming season based on anticipated number of teams and field sizes anticipated. Park District programs; in-house, rentals, and other operations that support Park District business, take precedence. Requests must be specific and include, but not limited to:
 - a. A timeline/calendar of events showing proposed start and end dates for practices, games, special events, et al.

- b. Field or court locations and sizes desired.
 - c. Days and times.
 - d. CSPD fields are multi-use and field space is limited. Enrollment and usage needs must be discussed and approved prior to season.
2. Times must follow the time slots used by the Park District for the applicable sport. The specific sport time slots used by the Park District are available upon request.
 - a. Proposed schedules (practices and games) for the season must be submitted at least two weeks prior to the first day of intended use.
 - b. Any requested space outside of normal scheduled timeslots are available upon request and availability.
3. All active rosters must be submitted to the Park District no less than two weeks before the start of the season of intended use. The roster must include the first and last name of each participant as well as their home address. Rosters should also indicate which players are non-residents of the park district.
4. The Park District reserves the right to schedule any and all game fields, practice fields, courts, rooms, or other facilities, and/or cancel activities/practices based on weather or other conditions.
5. It is the sole responsibility of the CSYFA to determine whether any facility, field, or location is safe, suitable, and/or appropriate for any intended use.
6. The CSYFA shall inspect each facility, field, or other location prior to and subsequent to each use and shall promptly report any unsafe condition (holes in sports fields, broken equipment, etc.) to the Park District.
7. In order to coordinate scheduling and staffing needs, CSYFA must request the use of any School District facilities through the CSPD staff.
8. The CSYFA is solely responsible for providing supervision and security services, as needed, for any and all CSYFA activities.
9. The Park District does not assume any responsibility, care, custody, or control of any CSYFA property or equipment brought upon or stored upon Park District property. The CSYFA is solely responsible for the safety and/or security of any property or equipment brought upon or stored on Park District property.
10. The CSYFA shall adhere to all applicable facility and Park District ordinances, rules, regulations, policies, and procedures.

11. The use of Park District meeting rooms is based on availability and Park District scheduling concerns. The Park District retains the right to move, cancel or reschedule meetings based upon Park District needs.
 - a. Special events of an affiliate organizations to take place on Park District property (i.e. banquets, fundraising events, meets, pictures, road races, tournaments, etc.) require approval and 30 days advance notice.
 - b. The Park District will provide facility space for monthly organizational meetings, equipment handout and special registration days at no charge. Individual team meetings, team parties or indoor practice space other than that will be rented at a discount rate on an individual basis if available at no cost to CSYFA.
 - c. Should CSYFA wish to use space when the facility is closed, they will need to pay all applicable fees and charges.
12. The use of portable lights on Park District fields requires Park District and Village of Carol Stream approval and must be requested in writing no less than 60 days prior to the intended use. The cost of the portable lights shall be paid for exclusively by CSYFA. The vendor that is contracted by CSYFA to provide the lights must provide the Park District with a certificate of insurance naming the Park District as an additional insured.
13. Park District will provide safe and adequate athletic field space for football practice and games as well as cheerleading practice at Park District property as well as school district property upon approval of the school district.
14. Football practice space will be provided at:
 - a. Red Hawk Park beginning July 1 thru November 30, 2024 from 5-9pm weekdays and 9am-7pm on Saturdays.
 - b. Practices may also be held at Glenbard North High School (hereafter **GNHS**) on weekdays (pending field availability) from 6-9pm.
 - c. All field lights at Glenbard North High School and Red Hawk must be turned off by 9pm on weeknights. Light usage may exceed 9pm with approval from the Park District.
15. Game Space will be provided at:
 - a. GNHS from 1-9pm on Saturdays and 2-7pm on Sunday's pending field availability once Park District programming is complete.

- b. All field lights at GNHS must be turned off by 9:30pm on Saturday night and 7:30 pm on Sunday night. Light usage may exceed current times with approval from the Park District.
- c. Please note that when GNHS is participating in the IHSA playoffs, those games will take priority and may require the rescheduling of CSYFA games in order to accommodate the GNHS games.
- d. In accordance with the terms of the Inter-Governmental Agreement with School District 87, CSYFA is permitted to use the concession stand and press box to operate the scoreboard and PA system.
- e. The PA system is controlled by an on/off switch. The volume cannot be adjusted. Use of the PA is a privilege for CSYFA and any abuse of or not following proper procedures can result in the loss of usage of the PA system (i.e. appropriate volume of voice must be maintained). Under no circumstances is the PA system to be used before noon on Sundays. If an extra staff member is needed to monitor sound the CSYFA will be charged **\$17/hour**.
- f. CSYFA may utilize the scoreboard at GNHS for games only. CSYFA will provide a trained adult over the age of 18 to oversee the operation of the scoreboard in conjunction with all of GNHS operating procedures. Abuse of or not following proper procedures can result in the loss of the privilege of using the scoreboard.
- g. In order to operate the PA system and the scoreboard, CSYFA will have access to the press box at GNHS. The only CSYFA personnel that will be allowed in the press box are the scoreboard operator and the announcer, and no one under the age of 18 will be allowed in the press box. Use of these areas is a privilege for CSYFA and any abuse of this area can result in the loss of usage.
- h. CSYFA will be allowed to play music during half time, and in-between games at the park district set volume.
- i. CSYFA is in complete control of the concession operation and it is their sole responsibility to ensure that all food and beverage handling meets all applicable local, county and state rules. The Park District shall not be involved in the concession operation in any way and shall not be responsible for any loss or stolen inventory or equipment. Abuse of or not following proper procedures can result in the loss of the privilege of using the concession stand.
- j. CSYFA will assist Park District staff with the removal of trash from the playing field, concession area and areas under the bleachers at the conclusion of all games as scheduled.

16. CSYFA shall be responsible for damages to fields used when deemed NOT playable by the Park District.
 - a. CSYFA shall be responsible for damage to fields, equipment, and facilities beyond normal wear and tear or from wanton and willful neglect.
 - b. The cost of the damages will be determined by the Park District. Once determined the affiliate will be invoiced.

III. Rental/Usage Fee

1. CSYFA will pay to the Park District an annual usage fee per player for expenses directly incurred for the CSYFA's use of fields, facilities, and equipment. Changes in fees will be determined by the Park District staff based on costs associated with providing services to affiliate organizations. The per player fee for 2024 will be \$64 for youth football. The affiliate reimbursement fee does not include the following:
 - a. Portable toilets not scheduled for Park District properties.
 - b. Services or supplies in excess of the standards previously established.
 - c. Capital purchases, capital improvements, or capital repairs requested by the affiliate.
 - d. Processing criminal background checks.
 - e. Damage to fields, facilities, or equipment.
 - f. Additional projects, such as camps, clinics and tournaments
2. CSYFA shall be assessed an additional non-resident fee for each affiliate participant who does not reside within the boundaries of the Park District. This fee shall be assessed once for every non-resident participant and for each individual playing season.
 - a. The additional fee for non-residents shall be 50% of the resident affiliate fee, not to exceed \$20, per participant, per playing season.
3. CSYFA will be invoiced for the following:
 - a. Seasonal affiliate fee.
 - b. Field lights at GNHS
4. If any invoice received by CSYFA is not paid within 30 days of the date of the Park District invoice, CSYFA may be placed on probation and future Park District services, as outlined in this agreement, may not be rendered.

IV. Advertisement

The Park District will provide the CSYFA with space in their seasonal program guide and website to advertise standard program information. The CSYFA is responsible for providing information for the advertisement, and the Park District will design the advertisement. A direct link to the CSYFA website will also be included on the Park District website.

CSYFA may also request that information be displayed on the Park District's outdoor marquee boards and indoor bulletin boards.

V. Insurance and Indemnification

The CSYFA shall procure and maintain for the duration of this agreement, the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with any of CSYFA activities:

1. Commercial General and Umbrella Liability Insurance

CSYFA shall maintain commercial general liability (**CGL**) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Agreement.

CGL insurance shall be written on Insurance Services Office (**ISO**) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and shall not be endorsed to exclude claims arising from athletic participation.

The Park District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of the CSYFA insurance and shall not contribute with it.

The CGL policy must include individuals for athletic participation.

2. Business Auto and Umbrella Liability Insurance

If applicable, the CSYFA shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

3. Workers Compensation Insurance

If applicable, the CSYFA shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

4. Other

If the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this agreement, the CSYFA waives all rights against the Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the CSYFA's use of any Park District property or facility.

5. General Insurance Provisions

a. Evidence of Insurance

Prior to exercising any rights under this Agreement, the CSYFA shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Agency prior to the cancellation or material change of any insurance referred to therein. Written notice to Agency shall be by certified mail, return receipt requested.

Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of the CSYFA's obligation to maintain such insurance.

The Park District shall have the right, but not the obligation, of prohibiting the CSYFA from using the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Park District.

Failure to maintain the required insurance may result in termination of this agreement at Park District's option.

The CSYFA shall provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.

b. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.

c. Cross-Liability Coverage

If the CSYFA liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

d. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the CSYFA may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

6. Indemnification

The CSYFA shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (reasonable attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the conduct or management of the premises or of any business or activity therein, or any work or thing whatsoever done, or condition created in or about the premises during the term of this agreement; (ii) any act, omission wrongful act or negligence of the CSYFA or any of CSYFA's partners, directors, officials, officers, agents, employees, members, volunteers, participants, invitees, licensees, contractors, or subcontractors; (iii) any accident, injury or damage whatsoever occurring in or upon any Park District property or facility, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. The CSYFA shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all

claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of the CSYFA's breach of any of its obligations under, or CSYFA default of, any provision of this agreement. This responsibility will survive the termination of this agreement.

VI. Other

- a. CSYFA is responsible for following the Park District's severe weather protocol – see attached policy and visit <https://www.csparks.org/about-us/> Lightning Detection tab.
- b. CSYFA has ability to utilize staff expertise, program equipment, operational logistics, and other in-kind services, etc.

VII. No Third Party Beneficiary

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

VIII. Probation, Dissolution

- A. If CSYFA fails to meet the conditions and/or criteria set forth in the agreement as determined by CSPD staff, CSYFA may be placed on probation or the relationship with the CSPD may be dissolved or revoked.
 1. If CSYFA is placed on probation, they will be notified of the reason by registered mail. CSYFA will have ninety (90) days from the written date of notification to make the necessary correction(s). If CSYFA makes the necessary correction(s), CSYFA will be removed from probation. If CSYFA does not make the necessary correction(s), CSYFA will remain on probation and be in jeopardy of losing its affiliate status.
 2. If CSPD decides to revoke the status of CSYFA, a written report outlining the reason(s) will be sent to CSYFA by registered mail. This action will not become effective for a minimum of thirty (30) days, or another period of time that may be specified, from the written date of notification, during which time the affiliate organization may make the necessary corrections to the CSPD's satisfaction.
- B. If CSYFA, for any reason, ceases to exist as a not-for-profit organization, all funds, supplies and equipment shall be deeded to the CSPD.

IX. Termination and Duration

- a. The initial term of this Agreement shall commence on the date hereof and end on **December 31, 2024**. The agreement will be renewed on annual basis for a period of one year providing that CSYFA is in good standing with the Park District.
- b. The Park District retains the unilateral right to alter the terms and conditions of this agreement or to terminate this agreement at any time and for any reason, including, but not limited to misconduct of the CSYFA or for misuse of property, for purposes deemed necessary for public safety or preservation of property, if termination serves the interests of Park District residents, or because the CSYFA has breached any of its obligations under this Agreement.

The CSYFA may terminate this agreement by providing a minimum of 45 days written notice.

- c. The CSYFA will have financial responsibility to the Park District for any outstanding fees and/or money owed to the Park District and shall promptly reimburse the Park District. Any money owed to the CSYFA by the Park District shall be promptly reimbursed. This responsibility will survive the termination of this agreement.
- d. The Agreement may also be amended by the written approval of both Parties.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized officer thereof as of the date first above written.

Authorized Signature of CSYFA

Authorized Signature of Carol Stream Park District

Date

Date

To: Board of Commissioners
From: Sue Rini, Executive Director
Date: December 11, 2023
Approval: Ordinance No. 572 Park District Surplus **Agenda Item # 5F**

Issue

Should the Board approve Ordinance No. 572 declaring certain Park District property as surplus.

Background/Reasoning

The Park District staff would like to declare the following as surplus:

QUANTITY	EQUIPMENT
2	Speed Queen Dryers
2	Samson Expedition Rechargeable Speakers
1	Espresso Upright Bike

Supporting Documents

Ordinance No. 572

Cost

There is no cost associated with this item.

Public/Customer Impact

These items will be offered for sale or thrown away.

Recommendation

That the Board make a motion to approve Ordinance No. 572 declaring certain Park District property as surplus.

ORDINANCE NO. 572
ORDINANCE DECLARING CERTAIN PARK
DISTRICT PERSONAL PROPERTY AS SURPLUS
AND AUTHORIZING SALE OR DISPOSAL

WHEREAS, the Carol Stream Park District, DuPage County, Illinois has accumulated certain personal property which has been used for various park purposes, specifically the items described in Exhibit A; and

WHEREAS, staff has determined that the subject items are beyond useful service life; and

WHEREAS, the Illinois Park District Code authorizes the Park District to dispose of items of personal property, when in the opinion of three-fifths of the members of the Board of Park Commissioners then holding office such property is no longer necessary, useful to, or for the best interests of the Park District; and

WHEREAS, Park District staff has made preliminary arrangements for the disposal of the equipment and personal property through trade in, sealed bid auction, competitive bid, or salvage.

NOW, THEREFORE BE IT AND IT IS HEREBY ORDAINED BY THE BOARD OF PARK COMMISSIONERS OF THE CAROL STREAM PARK DISTRICT, DUPAGE COUNTY, AS FOLLOWS:

Section One:

It is hereby found and determined by the Board of Park Commissioners of the Carol Stream Park District that the following items of personal property is no longer necessary, useful to or for the best interests of this Park District:

- A. The property described in Exhibit A attached hereto and incorporated herein by reference.

Section Two:

That the park district staff is hereby authorized to convey or sell the personal property described in Section One of this Ordinance in any manner that it may designate, with or without advertising the sale, at any time following the adoption of this ordinance.

Section Three:

This ordinance shall be effective immediately upon passage and approval by a three-fifths majority of the members of this Board of Park Commissioners.

Section Four:

All prior ordinances, resolutions, motions, orders or policies in conflict herewith, be and the same hereby are, repealed to the extent of the conflict herewith.

Section Five:

If any clause or provision of this Ordinance shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

Roll Call Vote:

Ayes: _____

Nays: _____

Abstain: _____

Dated: December 11, 2023

President, Board of Park Commissioners

ATTEST: _____
Secretary, Board of Park Commissioners

STATE OF ILLINOIS)

) SS

COUNTY OF DUPAGE)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Park Commissioner (the “Board”) of the Carol Stream Park District, DuPage County, Illinois (the “District”), and as such official I am the keeper of the records and files of the District and the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 11th day of December, insofar as same relates to the adoption of Ordinance No. 572 entitled:

AN ORDINANCE declaring certain park district personal property as surplus and authorizing sale or disposal.

A true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 48 hours in advance of the holding of said meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board in the passage of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the District, this 11th day December, 2023.

(SEAL)

Secretary, Board of Park Commissioners

Exhibit A

QUANTITY	EQUIPMENT
2	Speed Queen Dryers
2	Samson Expedition Rechargeable Speakers
1	Espresso Upright Bike

To: Board of Commissioners

From: Sue Rini, Executive Director

Date: December 11, 2023

Discussion: Future Capital Improvement Plan

Agenda Item #: 6A

At the Finance Committee Meeting last week, staff discussed the Capital Projects planned for 2024. Once completed, they will result in the retirement of the IT Capital Fund (F34) and a major portion of the 2010 Referendum Bonds and 2021 Refinancing Bonds (F42). Strong financial performance during our post pandemic recovery has allowed the District to make its first transfer of excess fund balance dollars into the Capital Improvement Budget. This \$500,000 is the first of what we hope will be a regular annual transfer so that we can support a large majority of our capital improvements without having to issue bonds/debt. The projects to be completed in 2024, or for which funds are being held include:

- Community Park
- Walter Park
- Coyote Crossing Putting Green replacement
- Evergreen Gymnasium - 50% of Flooring Replacement/Exterior Repairs
- Appomattox and Friendship Playgrounds
- Armstrong North Parking Lot
- F150 Pick Up Truck (on back order)
- Dump Truck Bed Replacement

Once these projects are completed, we will have addressed the capital improvement priorities established by the Board during the July 2020 exercise. Staff is recommending a new Board exercise to gain input on priorities and direction for the next set of projects. Some of the projects we will present are based on emerging trends, staff suggestions, customer input, or have been presented to us as partnership opportunity. They include:

- Replacement of the 39 passenger Bus used for Adult Trips and Youth Summer Camps
- Funding for restoration of Evergreen Lakes shoreline
- Repainting of the Coral Cove Water Park Bucket Feature
- Replacement of the Simkus Receptions Center Outdoor Marquee
- Next series of Playground Replacements
- Pickleball Courts
- Benjamin School District Partnership (*) for a:
 - lighted, artificial turf soccer field
 - auditorium with access from outside to washrooms

(*) Because of the scope of the last item on this list – the partnership opportunity with Benjamin School District is discussed in a separate Board Memo as well. (Agenda Item 6B).

The Capital Improvement Plan priority exercise will be done during the January 8, Regular Board Meeting; we hope all board members can be present to discuss this important topic.

Staff will prepare a list of projects along with a short explanation and estimated costs.

To: Board of Commissioners
From: Renee Bachewicz, Director of Recreation
Date: December 11, 2023
Discussion: Potential Partnership Opportunity with
Benjamin School District

Agenda Item #: 6B

The Park District has been approached by Benjamin School District on a potential partnership on a new “Field of Dreams,” an all turf soccer field, with an updated 6 lane track as well as a new 500-person auditorium. We seek Board input on pursuing this partnership opportunity so we can communicate back to the School District.

The Park District has been in a successful IGA partnership with Benjamin School District for 27 years in the sharing of Evergreen Gym. We envision this expanded partnership with these new added amenities to be of great value to the Park District and to the residents of Carol Stream.

Background:

Benjamin School District has recently completed a 5-year capital improvement plan; fund balances are strong, and they are looking at a future \$9M spend down.

- Priorities include roof work and some classroom remodeling.
- The first project they wish to begin will be a “field of dreams” followed by a new “auditorium” 3-5 years later.
 - Field of Dreams
 - Artificial turf infield and new 6 lane track behind Benjamin Middle School.
 - The only way a partnership makes sense for the Park District is to add field lights, however, the lights would be at Park District’s expense as the School District has no need for field lights themselves.
 - Auditorium
 - The schools will use this for band, choir, annual graduation, and assemblies.
 - Sewer Connection needed
 - The School District is looking to use the McCaslin Lift Station (with an enhancement) to fulfil waste water needs.
 - The School District will hire an engineer (at their expense) to do a feasibility study on the lift station to evaluate the capacity of the infrastructure currently in place.
 - Peak usage times for the School District are exactly opposite that of the Park District’s usage. For example, week day games at McCaslin Park don’t begin until after the School District has released students for the day.
- The School District’s student body is comprised of Carol Stream residents and Park District patrons.

- Partnering with another body of local government is always a win for the community as it maximizes the usage of amenities, meets the needs/wants of the School District, and could accommodate unfilled needs of the Park District.

The Park District has a capital improvement plan and these Benjamin School District projects are not part of the current plan. Reprioritizing projects in the Park District's capital improvement plan to include these projects/project would be required.

- At this time, the Park District is not in a financial position for large scale financial commitments but Benjamin School District is open to creating an established payment plan over a 10+ year period.
- Additionally, the Park District could negotiate the usage of the current McCaslin lift station and infrastructure in lieu of cash for this project.

Benefits and Potential Revenue:

Turf Soccer Field

Programming options of artificial turf could ease the growing needs that we struggle to fulfill; especially a turf field with lights. The planned field would be lined for multi-ages and could be utilized by in-house programs and rentals. Installing lights at the field would allow for additional usage than we currently throughout our limited space in the park system due to the time change in the fall season. The Park District would have access to the new turf field Monday – Friday after 4pm and all day on Saturdays and Sundays.

Potential Field Revenue

- Field Rental Rates are \$80/hour.
- Potential available hours for field usage:
 - 53 Hours per week
 - Weekdays: 5pm - 10pm
 - Weekends: 8am - 10pm
 - Usage would start as early as March 1, and continue through the end of November.
- This would provide our grass fields with the much-needed rest by providing additional options for games and practices.
 - Allow flexibility to our booming in-house soccer program with the potential of adding some additional events/tournaments.

Auditorium

A new auditorium would fulfill the need for our theater program rehearsals and performances as well as our dance recitals. The Park District faces many challenges when trying to rent space from Glenbard North because of the size of their program(s).

- Savings of \$16,000+ per year by not having to rent space at GBN or another location.
- Usage could equal or exceed 13 performances throughout the year along with numerous tech days (preparing for performances).
- Due to the limited space between SRC and FVRC, it would be beneficial for the district to also consider regular theatre program rehearsals at the auditorium (if school facility scheduling allows).
- Staff often cannot plan theatre and dance performances on preferred dates due to the lack of space at GBN. This partnership could allow for improved annual planning for these programs.
- Theatre and dance performances can generate \$40,000-\$50,000 in ticket sales annually.

Timeline

The School District is ready to begin construction on the field/track as early as this summer; we have already told them we consider this timeline to be too aggressive. In addition to having to gather the Board's input, we will need to secure an intergovernmental agreement to cover any use of the lift station, park district financial contributions, park district usage, along with parameters for liability and indemnification.

Conclusion

Is the Board open to considering this opportunity?

If so, please share your thoughts or questions now, or as part of the Capital Improvement Plan priority exercise next month.

To: Board of Commissioners
From: Sue Rini, Executive Director,
Renee Bachewicz, Director of Recreation
Date: December 11, 2023
Discussion: Affiliate Agreements Review and Approval Process

Agenda Item #: 6C

Commissioners,

Staff is recommending to remove the requirement for Board approval of the Annual Affiliate Group Agreements for Carol Stream Panthers Soccer Club, Carol Stream Youth Football Association, Carol Stream Travel Softball Baseball Association, and Carol Stream Youth Travel Basketball Association.

Since 2015 annual Affiliate Agreements have been presented to the Board for approval. This began at the time because affiliate agreements were not being signed annually. This practice was not unique to the Carol Stream Park District so PDRMA created a standard template for all affiliate agreements. Staff brought it to the Board to show that the agreements had been standardized and to gain their approval. That current template is now the one in place for each of our affiliates. In retrospect, it was not our intention to engage the Board in an annual operational matter, but rather we wanted to gain Board approval of the overall affiliate template.

Each year, the Agreements are updated by Park District staff to include the current season dates and fees. If other operational level changes are needed, staff will discuss them with the appropriate Affiliate Board and come to an agreement. Staff manages agreements for numerous programs, activities, and sports programs each year. As with these cases, we propose that the Director of Recreation approve the annual agreements.

This would not limit any concerns about an Affiliate Program being brought to the Board for discussion, just as any concern about another program area being brought to the Board. Staff will continue to keep the Park Board updated on any major changes to any Affiliate group such as: adding a new sport affiliate group, absorbing an Affiliate into Park District programming, separation from any current Affiliate group for any reason, or a violation of a current established agreement.

Should there be any significant changes to the Agreement Template, or one that could alter the District's liability or indemnification, we would have it reviewed by Corporate Counsel and PDRMA – then we would bring it back to the Board for approval.

We ask the Board to consider this change; staff is happy to expand on this request and answer any questions.

If the Board is prepared to decide on this matter, we suggest a motion and vote to remove the requirement for the Park Board to annually approve Affiliate Sport Agreements for established groups when the Standard Affiliate Template is not impacted.

To: Board of Commissioners
From: Lisa Scumaci, Director of Finance & IT
Date: December 11, 2023
Approval: Ordinance No. 571 Levying and Assessing Taxes
for the Year 2023 **Agenda Item # 7A**

Issue: Should the Board approve Ordinance No. 571 levying and assessing taxes for the year 2023, to be collected in the year 2024, and to certify that the District levied an amount of ad valorem tax that is less than 105% of the final aggregate levy extension of the preceding year, complied with the publication and hearing provisions needed per section 6 or 7 of the Act, and that the staff be allowed to make the adjustments to that potential reduction in the same vein.

Background/Reasoning

- By State Statute (35ILCS 200/) Property Tax Code, the Board of Commissioners needs to file an annual ordinance with the County in order to levy taxes for the following year.
- Since the levy is *not* more than 105% of the prior year's aggregate levy, the Board did not need to publish a notice of a public hearing on such levy and does not need to hold that public hearing prior to approving the levy ordinance.
- Staff asks that the Board approve the attached Levy Ordinance.
- The Ordinance does not include the levy for the Bond and Interest Fund, as the County will automatically levy, per the schedules on file.
- The Ordinance represents a 4.99% increase to the base aggregate of the 2022 final levy. The base aggregate does not include the Bond and Interest Fund.
- As is the case every year, we try to estimate higher than the expected final increase. The District must overestimate in order to capture all the "new growth" EAV.
- The actual expected aggregate increase is unknown at the time of preparation due to the townships not calculating their reassessments due to a software change at the County that has impeded their final calculations.
- In April the final extension numbers will arrive and the District has five working days to make any adjustments to the equally allocated levy reduction, if one occurs.
- We have requested that part of the motion to the approval of this ordinance be that the staff be allowed to make the adjustments to that potential reduction in the same vein as the ordinance being presented tonight. This action will eliminate a special emergency meeting of the board at that time.

Supporting Documents:

- Ordinance No. 571
- Truth in Taxation certificate of compliance.

Cost:

N/A

Public/Customer Impact:

N/A

Recommendation

That the Board makes a motion to approve Ordinance No. 571 levying and assessing taxes for the year 2023, to be collected in the year 2024, and to certify that the District levied an amount of ad valorem tax that is less than 105% of the final aggregate levy extension of the preceding year, complied with the publication and hearing provisions needed per section 6 or 7 of the Act, and that the staff be allowed to make the adjustments to that potential reduction in the same vein.

ORDINANCE No. 571
An ORDINANCE Levying and Assessing Taxes for the Year 2023 of the
Carol Stream Park District of DuPage County, Illinois

WHEREAS, the Carol Stream Park District, of DuPage County, Illinois, has the right, exercised by duly passed Ordinance of its Board of Park Commissioners, to annually levy taxes on all of the taxable property in the District for the various corporate purposes of this Park District.

NOW, THEREFORE, BE IT ORDAINED by the Board of Park Commissioners of the Carol Stream Park District, of DuPage County, Illinois, as follows:

Section One: For General Corporate Purposes, there is hereby levied against all taxable property in said park district, in accordance with the provisions of "The Park District Code," for the year 2023, the following sum of 2,330,760 dollars. (See Exhibit A attached)

Section Two: For the purpose of Planning, Establishing and Maintaining Recreational Programs, in accordance with the provisions of "The Park District Code," there is hereby levied against all the taxable property in said park district, for the year 2023, the following sum of 1,260,100 dollars. (See Exhibit B attached)

Section Three: For the purpose of maintaining and lighting the streets and roadways within the parks and playgrounds maintained by the district, in accordance with section 5-6 of "The Park District Code," there is hereby levied against all taxable property in said park district for the year 2023, the sum of 60,000 dollars. (See Exhibit C attached)

Section Four: For the purposes of paying remittances by said park district for Social Security, in accordance with the Illinois Pension Code, there is hereby levied against all the taxable property in said park district for the year 2023, the sum of 360,000 dollars. (See Exhibit C attached)

Section Five: For the purposes of paying charges incident to the audit of the records of said park district, in accordance with the provisions of an Act in relation to audits of amounts of certain

governmental units, there is hereby levied against all the taxable property in said park district for the year 2023, the sum of 19,500 dollars. (See Exhibit C attached)

Section Six: For the purposes of paying the costs of protecting against any loss or liability which may be incurred by said park district, all as provided by the "Local Governmental Employees Tort Immunity Act," as amended, there is hereby levied against all the taxable property in said park district for the year 2023 the sum of 192,000 dollars. (See Exhibit C attached)

Section Seven: For the purposes of providing recreational programs for the handicapped, in accordance with Section 5-8 of "The Park District Code," there is hereby levied against all the taxable property in said park district for the year 2023, the sum of 690,040 dollars. (See Exhibit C attached)

Section Eight: For the purposes of paying remittances by said park district to the Illinois Municipal Retirement Fund, in accordance with the Illinois Pension Code, there is hereby levied against all the taxable property in said park district for the year 2023, the sum of 256,000 dollars. (See Exhibit C attached)

Section Nine: That a summary of the aforesaid levies, hereby made in this ordinance are as follows

(See Exhibit D attached):

<u>Total Tax Levy</u>	
1. General Fund	\$ 2,330,760
2. Recreation Fund	1,260,100
3. Paving and Lighting Fund	60,000
4. Social Security Fund	360,000
5. Audit Fund	19,500
6. Liability Fund	192,000
7. Special Recreation Fund	690,040
8. IMRF Fund	256,000

Total of Levies Made \$5,168,400

Section Ten: That a certified copy of this ordinance be filed with the county clerk of DuPage County, Illinois, not later than the last Tuesday of December, 2023.

Section Eleven: That the amount previously levied by ordinance of the Carol Stream District for payment of principal and interest on bond issuances, not being levied for in this levy ordinance, being an estimated amount of \$5,753,730 when added to the total levy now authorized by Ordinance # 571 will sum to an aggregate amount of \$10,922,130.

Roll Call Vote

Ayes: _____

Nays: _____

Absent: _____

Dated this 11th day of December, 2023

President, Board of Commissioners
Carol Stream Park District
DuPage County, Illinois

Secretary, Board of Commissioners
Carol Stream Park District
DuPage County, Illinois

(SEAL)

STATE OF ILLINOIS)

) SS

COUNTY OF DUPAGE)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Park Commissioner (the "Board") of the Carol Stream Park District, DuPage County, Illinois (the "District"), and as such official I am the keeper of the records and files of the District and the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 11th day of December, insofar as same relates to the adoption of Ordinance No. 571 entitled:

AN ORDINANCE Levying and Assessing Taxes for the Year 2023 of the Carol Stream Park District of DuPage County, Illinois.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the new media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 48 hours in advance of the holding of said meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board in the passage of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the District, this 11th day of December 2023.

(SEAL)

Secretary, Board of Park Commissioners

CORPORATE FUNDEstimated
Line Expenditures**Exhibit A**

General - Administrative/Finance		
Salaries	500,265	
Benefits	52,667	
Utilities	3,603	
Services	311,879	
Supplies	34,570	
Corporate Fund Transfer	530,000	
		1,432,984
General - Marketing/Communication		
Salaries	152,010	
Benefits	31,286	
Utilities	1,044	
Services	35,228	
Supplies	4,360	
Corporate Fund Transfer	0	
		223,928
General-Parks		
Salaries	577,947	
Benefits	93,917	
Utilities	30,172	
Services	353,119	
Supplies	113,759	
Corporate Fund Transfer	1,250	
		1,170,164
General - Maintenance Facility		
Utilities	21,414	
Services	5,891	
Supplies	400	
		27,705
General - Registration Services		
Salaries	208,994	
Benefits	21,692	
Utilities	1,368	
Services	1,408	
Supplies	325	
		233,787
Total General Fund		3,088,568
Fund Balance Adjustment		(757,808)
Total General Fund Levy		2,330,760

RECREATION FUNDEstimated
Line Expenditures**Exhibit B**

Recreation - Administration/Finance		
Salaries	\$192,748	
Benefits	\$20,623	
Services	\$0	
Supplies	\$0	
		\$213,371
Recreation - Marketing/Communication		
Services	\$22,190	
Supplies	\$35,188	
		\$57,378
Recreation - Fountain View Recreation Center		
Utilities	\$259,750	
Services	\$132,437	
Supplies	\$88,186	
Recreation Fund Transfer	\$0	
		\$480,373
Recreation - Concessions		
Salaries	\$84,276	
Benefits	\$0	
Utilities	\$6,507	
Services	\$10,077	
Supplies	\$158,173	
Recreation Fund Transfer	\$9,340	
		\$268,373
Recreation - Facilities		
Salaries	\$492,720	
Benefits	\$54,377	
Utilities	\$1,860	
Supplies	\$1,065	
		\$550,022
Recreation - Simkus Recreation Center		
Utilities	\$103,968	
Services	\$35,135	
Supplies	\$34,686	
		\$173,789
Recreation - Coral Cove Facility		
Utilities	\$48,200	
Services	\$52,789	
Supplies	\$64,350	
		\$165,339
Recreation - Evergreen Gym		
Utilities	\$3,244	
Services	\$6,300	
		\$9,544

RECREATION FUNDEstimated
Line Expenditures**Exhibit B**

Recreation - Programs Administration			
Salaries	\$2,433,323		
Benefits	\$169,880		
Utilities	\$22,291		
Services	\$1,284,301		
Supplies	\$287,660		
Recreation Fund Transfer	\$224,166		
		\$4,421,621	
Recreation - Registration Services			
Salaries	\$121,716		
Benefits	\$9,297		
Supplies	\$0		
		\$131,013	
Recreation - McCaslin Fields			
Utilities	\$30,960		
Services	\$2,715		
Supplies	\$7,120		
Recreation Fund Transfer	\$0		
		\$40,795	
Recreation - Coyote Crossing Minigolf			
Utilities	\$11,557		
Services	\$8,967		
Supplies	\$5,480		
		\$26,004	
Total Recreation Fund			\$6,537,622
Less Revenue from Other Sources			(\$5,277,522)
Total Recreation Fund Levy			\$1,260,100

PAVING & LIGHTING FUNDEstimated
Line Expenditures**Exhibit C**

Services	81,000	
Fund Balance Adjustment	(21,000)	
Total Paving & Lighting Fund		60,000
Total Paving & Lighting Fund		60,000
Total Paving & Lighting Fund Levy		60,000

SOCIAL SECURITY FUND

Benefits	357,634	
Fund Balance Adjustment	2,366	
Total Social Security Fund		360,000
Total Social Security Fund		360,000
Total Social Security Fund Levy		360,000

AUDIT FUND

Services	21,385	
Fund Balance Adjustment	(1,885)	
Total Audit Fund		19,500
Total Audit Fund		19,500
Total Audit Fund Levy		19,500

LIABILITY FUNDEstimated
Line Expenditures**Exhibit C**

Salary/Benefits	18,956	
Services	27,475	
Supplies	25,045	
Insurance	156,408	
Capital	11,250	
Fund Balance Adjustment	(47,134)	
Total Liability Fund		192,000
Total Liability Fund		192,000
Total Liability Fund Levy		192,000

SPECIAL RECREATION FUND

WDSRA	328,622	
Salary/Benefits	13,071	
Services	107,973	
Supplies	5,340	
Special Recreation Fund Transfer	30,788	
ADA Improvements	424,000	
Fund Balance Adjustment	(219,754)	
Total Special Recreation Fund		690,040
Total Special Recreation Fund		690,040
Total Special Recreation Fund Levy		690,040

I.M.R.F. FUND

Benefits	282,106	
Recreation Fund Transfer	0	
Special Recreation Fund Transfer	0	
Fund Balance Adjustment	(26,106)	
Total IMRF Fund		256,000
Total IMRF Fund		256,000
Total I.M.R.F. Fund Levy		256,000

**Carol Stream Park District
Summary of 2023 Taxes Levied**

Exhibit D

FUNDS

CORPORATE	\$2,330,760
RECREATION	\$1,260,100
PAVING & LIGHTING	\$60,000
SOCIAL SECURITY (FICA)	\$360,000
AUDIT	\$19,500
LIABILITY	\$192,000
RECREATION FOR THE HANDICAPPED	\$690,040
IMRF	\$256,000
TOTAL AMOUNT LEVIED	\$5,168,400

To: Board of Commissioners
From: Sue Rini, Executive Director
Date: December 11, 2023
Approval: Ordinance No. 573 Annexing Certain Property to the
Carol Stream Park District **Agenda Item # 7B**

Issue

Shall the Board approve Ordinance No. 573, an Ordinance annexing certain property located at 27W364 West North Avenue to the Carol Stream Park District.

Background/Reasoning

- The Village of Carol Stream annexed this property into the Village on October 16, 2023.
- The property is located at North Avenue at Morton Road.
- Currently owned by Timber Hill Investor, LLC, TH Investor Reverse, LLC, Marco Brothers, LLC, Marco Brothers Reverse, LLC, Mound Road TH, LLC, and North Ave TH, LLC.
- Property annexed into the Village of Carol Stream is also to be annexed into the Carol Stream Park District.

Supporting Documents

- Ordinance No. 573
- Copy of Recorded Village Ordinance No. 2023-10-44, Petition, Exhibit A with legal Description, plat of survey, and certificate of publication.
- Corporate counsel review letter
- 70 ILCS 1205/3-10

Cost

- \$60 Recording Fee, GL 10-5-10-00-590

Public/Customer Impact

Aligning Park District boundaries to incorporate newly annexed Village property and build the tax base.

Recommendation

That the Board make a motion to approve Ordinance No. 573, an Ordinance annexing certain property located at 27W364 West North Avenue to the Carol Stream Park District.

ORDINANCE NO. 573

**ORDINANCE ANNEXING CERTAIN PROPERTY TO THE CAROL STREAM PARK DISTRICT, DU PAGE COUNTY, ILLINOIS (27W364 NORTH)
PIN(S) 01-36-200-040-0000, 01-36-200-005-0000, 01-36-200-006-0000, 01-36-200-017-0000**

WHEREAS, the Carol Stream Park District is an Illinois unit of local government operating under the authority of The Park District Code, 70 ILCS 12/1-1, *et seq.*; and

WHEREAS, the Carol Stream Park District (hereinafter the “Park District”) has reviewed its geographical boundaries and that of the Village of Carol Stream (hereinafter the “Village”) for the purpose of determining whether or not its boundaries are identical with that of the Village; and

WHEREAS, the Park District has determined that it is operating within territory that is predominately in the Village, and the Park District has identified certain territory which lies within the boundaries of the Village, but does not lie within the boundaries of the Park District; and

WHEREAS, the territory described in the attached Exhibit A was recently included in the municipal boundaries of the Village of Carol Stream.

WHEREAS, upon the annexation of the additional territory (described in the attached Exhibit A), which presently lies within the municipal boundaries of the Village, but is not incorporated within the Park District, the Park District boundaries would become nearly contiguous with the boundaries of the Village; and

WHEREAS, the Park District has found that the territory found in Exhibit A is of a size of less than 120 acres; and

WHEREAS, the Park District finds authority under Section 3-10 of The Park District Code, 70 ILCS 1205/3-10, to annex the property described in Exhibit A and further finds that all prerequisites to such an annexation exist in this case, and that such authority may be exercised by the Park District.

NOW, THEREFORE, BE IT ORDAINED by the Board of Park Commissioners of the Carol Stream Park District, DuPage County, Illinois, that:

1. The provisions and findings of the Preambles, above, are hereby incorporated by reference, verbatim, as if written here.
2. The territory legally described on the attached Exhibit A is hereby annexed to and included within the boundaries of the Carol Stream Park District, DuPage County, Illinois, by virtue of the authority granted by The Park District Code, Section 3-10.
3. The Secretary of the Park Board is hereby directed to immediately record and file with the DuPage County Clerk and DuPage County Recorder a certified copy of this ordinance, together with an accurate map of the annexed property as required by said Section 3-10.
4. This ordinance shall be given full force and effect from and after its passage and approval as provided by law.
5. The Secretary of the Park Board is further authorized to take any and all other steps as necessary in furtherance of this ordinance and as provided by law.

AYES _____

NAYS _____

ABSENT _____

Dated: December 11, 2023.

CAROL STREAM PARK DISTRICT

By: _____
 President, Board of Park Commissioners

ATTEST:

 Secretary, Board of Park Commissioners

EXHIBIT A LEGAL DESCRIPTION

Parcel 1:

LOT 33 IN MARDON ACRES, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPLE MERIDIAN, AND PART OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1948, AS DOCUMENT 555355, IN DUPAGE COUNTY, IL.

Parcel 2:

THAT PART OF PARCEL 1 IN THE ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL 1, BEING A CROSS IN THE CENTER LINE OF STATE BOND ISSUE HIGHWAY ROUTE 64 ALSO KNOWN AS NORTH AVENUE, FOR A POINT OF BEGINNING, AND RUNNING THENCE NORTH ALONG THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS MORTON ROAD, FOR A DISTANCE OF 660.0 FEET, THENCE SOUTH 82 DEGREES 09 MINUTES EAST PARALLEL WITH THE CENTER LINE OF SAID NORTH AVENUE FOR A DISTANCE OF 667.60 FEET TO THE NORTHWEST CORNER OF LOT 33 IN MARDON ACRES RECORDED AS DOCUMENT 555355; THENCE SOUTH PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 36 AND BEING ALONG THE WEST LINE OF SAID LOT 33 AND SAID WEST LINE EXTENDED SOUTH, 660 FEET TO THE CENTER LINE OF NORTH AVENUE; THENCE NORTH 82 DEGREES 09 MINUTES WEST ALONG SAID CENTER LINE 667.50 FEET TO THE POINT OF BEGINNING, ACCORDING TO THE ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE RECORDED JUNE 15, 1931 AS DOCUMENT 313722, (EXCEPTING THEREFROM THAT PART TAKEN BY CONDEMNATION IN CASE 96ED-5), IN DUPAGE COUNTY, ILLINOIS.

Parcel 3:

LOTS 34 AND 35 IN MARDON ACRES, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1948, AS DOCUMENT 555355, IN DUPAGE COUNTY, ILLINOIS.

along with those portions of Morton Road adjacent thereto.

Commonly known as 27W364 North Avenue, West Chicago, Illinois

PIN(s): 01-36-200-017, 01-36-200-040, 01-36-200-005, and 01-36-200-006

STATE OF ILLINOIS)

) SS

COUNTY OF DUPAGE)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Park Commissioner (the “Board”) of the Carol Stream Park District, DuPage County, Illinois (the “District”), and as such official I am the keeper of the records and files of the District and the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 11th day of December, insofar as same relates to the adoption of Ordinance No. 573 entitled:

AN ORDINANCE Annexing certain property to the Carol Stream Park District, DuPage County, Illinois (27W364 West North Avenue (PIN(s) 01-36-200-017, 01-36-200-040, 01-36-200-005, and 01-36-200-006.

A true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the new media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 48 hours in advance of the holding of said meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board in the passage of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the District, this 11th day of December, 2023.

(SEAL)

Secretary, Board of Park Commissioners



DocId:20119280

Tx:40530899

**RECORDING
COVER PAGE**

**KATHLEEN V. CARRIER
DUPAGE COUNTY RECORDER**

**KATHLEEN V. CARRIER
RECORDER
DUPAGE COUNTY, IL
10/31/2023 12:08 PM
DOC NO. R2023-070419**



RETURN TO:

VILLAGE OF CAROL STREAM

500 N GARY AVE

CAROL STREAM, IL 60188

**KATHLEEN V. CARRIER, DUPAGE COUNTY RECORDER
421 N COUNTY FARM ROAD, PO BOX 936, WHEATON, IL 60187**

Revised 6/14/2021

9/2

ORD. 2023-10-44

(PREPARED + SUBMITTED BY)

VILLAGE OF CAROL STREAM
500 North Gary Avenue
Carol Stream, IL 60188

ORDINANCE NO. 2023-10-44

AN ORDINANCE ANNEXING CERTAIN PROPERTY TO THE
VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS -
27W364 NORTH AVENUE

ADOPTED BY THE MAYOR AND BOARD OF TRUSTEES
OF THE VILLAGE OF CAROL STREAM
THIS 16th DAY OF OCTOBER, 2023

Published in pamphlet form
by order of the Mayor and Board
of Trustees of the Village of Carol Stream,
County of DuPage, Illinois
This 17th Day of October, 2023

ORDINANCE NO. 2023-10-44

**AN ORDINANCE ANNEXING CERTAIN PROPERTY TO THE
VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS
27W364 NORTH AVENUE**

PIN 01-36-200-017, 01-36-200-040, 01-36-200-006 and 01-36-200-005

WHEREAS, Timber Hill Investor, LLC; TH Investor Reverse, LLC, Marco Brothers, LLC, Marco Brothers Reverse, LLC, Mound Road TH, LLC, and North Ave TH, LLC, each owning an undivided tenant-in-common interest, and as the legal owners of the real property (the "Property") legally described in Section 2 of this Ordinance and commonly known as 27W364 North Avenue, West Chicago, Illinois, duly executed and filed with the Village Clerk a Petition to Annex said territory to the Village of Carol Stream; and

WHEREAS, the Property is not within the corporate limits of any municipality, but is contiguous to the corporate limits of the Village of Carol Stream; and

WHEREAS, legal notices regarding the intention to annex the Property have been sent to all public bodies required to receive such notice by the statutes of the State of Illinois; and

WHEREAS, all petitions, documents and other necessary legal requirements have been in full compliance with the statutes of the State of Illinois; and

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 annex the Property to the Village.

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 authority, as follows:

SECTION 1:

That the foregoing recitals be incorporated in this Ordinance as if restated in their entirety.

SECTION 2:

That the Property, legally described below, be and the same is hereby annexed to and made a part of the Village of Carol Stream, DuPage County, Illinois:

Parcel 1:

LOT 33 IN MARDON ACRES, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPLE MERIDIAN, AND PART OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT

THEREOF RECORDED OCTOBER 4, 1948, AS DOCUMENT 555355, IN DUPAGE COUNTY, ILLINOIS.

Parcel 2:

THAT PART OF PARCEL 1 IN THE ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL 1, BEING A CROSS IN THE CENTER LINE OF STATE BOND ISSUE HIGHWAY ROUTE 64 ALSO KNOWN AS NORTH AVENUE, FOR A POINT OF BEGINNING, AND RUNNING THENCE NORTH ALONG THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS MORTON ROAD, FOR A DISTANCE OF 660.0 FEET, THENCE SOUTH 82 DEGREES 09 MINUTES EAST PARALLEL WITH THE CENTER LINE OF SAID NORTH AVENUE FOR A DISTANCE OF 667.60 FEET TO THE NORTHWEST CORNER OF LOT 33 IN MARDOW ACRES RECORDED AS DOCUMENT 555355; THENCE SOUTH PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 36 AND BEING ALONG THE WEST LINE OF SAID LOT 33 AND SAID WEST LINE EXTENDED SOUTH, 660 FEET TO THE CENTER LINE OF NORTH AVENUE; THENCE NORTH 82 DEGREES 09 MINUTES WEST ALONG SAID CENTER LINE 667.50 FEET TO THE POINT OF BEGINNING, ACCORDING TO THE ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE RECORDED JUNE 15, 1931 AS DOCUMENT 313722, (EXCEPTING THEREFROM THAT PART TAKEN BE CONDEMNATION IN CASE 96ED-5), IN DUPAGE COUNTY, ILLINOIS.

Parcel 3:

LOTS 34 AND 35 IN MARDON ACRES, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1948, AS DOCUMENT 555355, IN DUPAGE COUNTY, ILLINOIS,

P.I.N. 01-36-200-017, 01-36-200-040, 01-36-200-006 and 01-36-200-005
Common Address: 27W364 North Avenue, West Chicago, Illinois 60185

SECTION 3:

That the Village Clerk is hereby directed to record with the Recorder of Deeds and to file with the County Clerk a certified copy of this Ordinance, together with the Plat of Annexation attached hereto.

SECTION 4:

That this Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

ADOPTED BY THE MAYOR AND BOARD OF TRUSTEES of the Village of Carol Stream, Illinois, at a regular meeting thereof held on October 16, 2023, pursuant to a roll call vote as follows:

AYES: Trustees Anselmo, Berger, Zalak, Gieser, Frusolone and McCarthy

NAYS: None

ABSENT: None

APPROVED this 16th day of October 16, 2023.



Frank Saverino, Sr., Mayor

(SEAL)

ATTEST:



Julia Schwarze, Village Clerk

STATE OF ILLINOIS)

COUNTY OF DUPAGE)

AFFIDAVIT

Don Bastian, being first duly sworn on oath deposes and says:

1. That I am the Director of Community Development of the Village of Carol Stream, Illinois.

2. That on the 16th day of October, 2023, the Mayor and Board of Trustees of the Village of Carol Stream adopted Ordinance No. 2023-10-44, annexing the following territory:

Parcel 1:

LOT 33 IN MARDON ACRES, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPLE MERIDIAN, AND PART OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1948, AS DOCUMENT 555355, IN DUPAGE COUNTY, ILLINOIS.

Parcel 2:

THAT PART OF PARCEL 1 IN THE ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL 1, BEING A CROSS IN THE CENTER LINE OF STATE BOND ISSUE HIGHWAY ROUTE 64 ALSO KNOWN AS NORTH AVENUE, FOR A POINT OF BEGINNING, AND RUNNING THENCE NORTH ALONG THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS MORTON ROAD, FOR A DISTANCE OF 660.0 FEET, THENCE SOUTH 82 DEGREES 09 MINUTES EAST PARALLEL WITH THE CENTER LINE OF SAID NORTH AVENUE FOR A DISTANCE OF 667.60 FEET TO THE NORTHWEST CORNER OF LOT 33 IN MARDOW ACRES RECORDED AS DOCUMENT 555355; THENCE SOUTH PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 36 AND BEING ALONG THE WEST LINE OF SAID LOT 33 AND SAID WEST LINE EXTENDED SOUTH, 660 FEET TO THE CENTER LINE OF NORTH AVENUE; THENCE NORTH 82 DEGREES 09 MINUTES WEST ALONG SAID CENTER LINE 667.50 FEET TO THE POINT OF BEGINNING, ACCORDING TO THE ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE RECORDED JUNE 15, 1931 AS DOCUMENT 313722, (EXCEPTING THEREFROM THAT PART TAKEN BE CONDEMNATION IN CASE 96 ED-5), IN DUPAGE COUNTY, ILLINOIS.

Parcel 3:

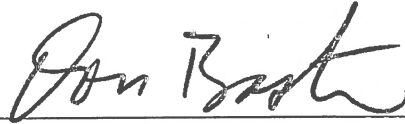
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along with those portions of Morton Road adjacent thereto.

Commonly known as: 27 W 364 North Avenue, West Chicago, Illinois
PIN Nos. 01-36-200-017, 01-36-200-040, 01-36-200-006 and 01-36-200-005.

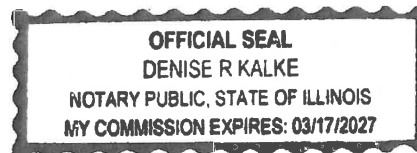
3. That the annexed territory includes a highway (Morton Road) under the jurisdiction of Wayne Township.

4. That in connection with the annexation of the territory legally described above and prior to the date the Mayor and Board of Trustees adopted the above referenced Ordinance, I served, by certified mail, return receipt requested, a Notice of Proposed Annexation of Territory within Wayne Township, upon Randy Ramey, Wayne Township Supervisor, Martin McManamon, Wayne Township Highway Commissioner, Brandi Fike Ramundo, Wayne Township Clerk, Michael E. Musson, Wayne Township Assessor, Paul Hempel, Wayne Township Trustee, Paige Thoreson, Wayne Township Trustee, Janusz Jarmula, Wayne Township Trustee and William Waghorne, Wayne Township Trustee.



Don Bastian

Subscribed and sworn to before
me this 26th day of October, 2023.


NOTARY PUBLIC

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

AFFIDAVIT

Sherry Craig, being first duly sworn on oath deposes and says:

1. I am the duly appointed Deputy Village Clerk of the Village of Carol Stream, Illinois.

2. That on the That on the 16th day of October, 2023, the Mayor and Board of Trustees of the Village of Carol Stream adopted Ordinance No. 2023-10-44, annexing the following territory:

Parcel 1:

LOT 33 IN MARDON ACRES, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPLE MERIDIAN, AND PART OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1948, AS DOCUMENT 555355, IN DUPAGE COUNTY, ILLINOIS.

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along with those portions of Morton Road adjacent thereto.

Commonly known as: 27W364 North Avenue, West Chicago, Illinois
PIN Nos. 01-36-200-017, 01-36-200-040, 01-36-200-006 and 01-36-200-005.

3. That in connection with the annexation of the property legally described herein, no notices were required to be served upon any fire protection district or library district for the following reasons:

- a. The Village of Carol Stream does not provide fire protection services.
- b. The annexed property is not located within any library district.

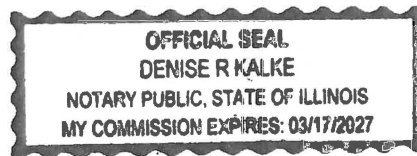


Sherry Craig, Deputy Village Clerk

Subscribed and sworn to before
me this 3rd day of October, 2023.



NOTARY PUBLIC





NORTH
BASIS OF BEARINGS
ALONGS STATE PLANE - EAST ZONE

PREPARED + SUBMITTED BY
VILLAGE OF CAROL STREAM
500 N. GARY AVENUE
CAROL STREAM, IL 60188

PLAT OF ANNEXATION

OF

PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 09, EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

Kathleen V. Carrier
DuPage County Recorder

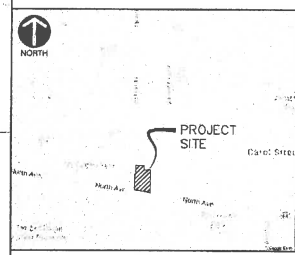
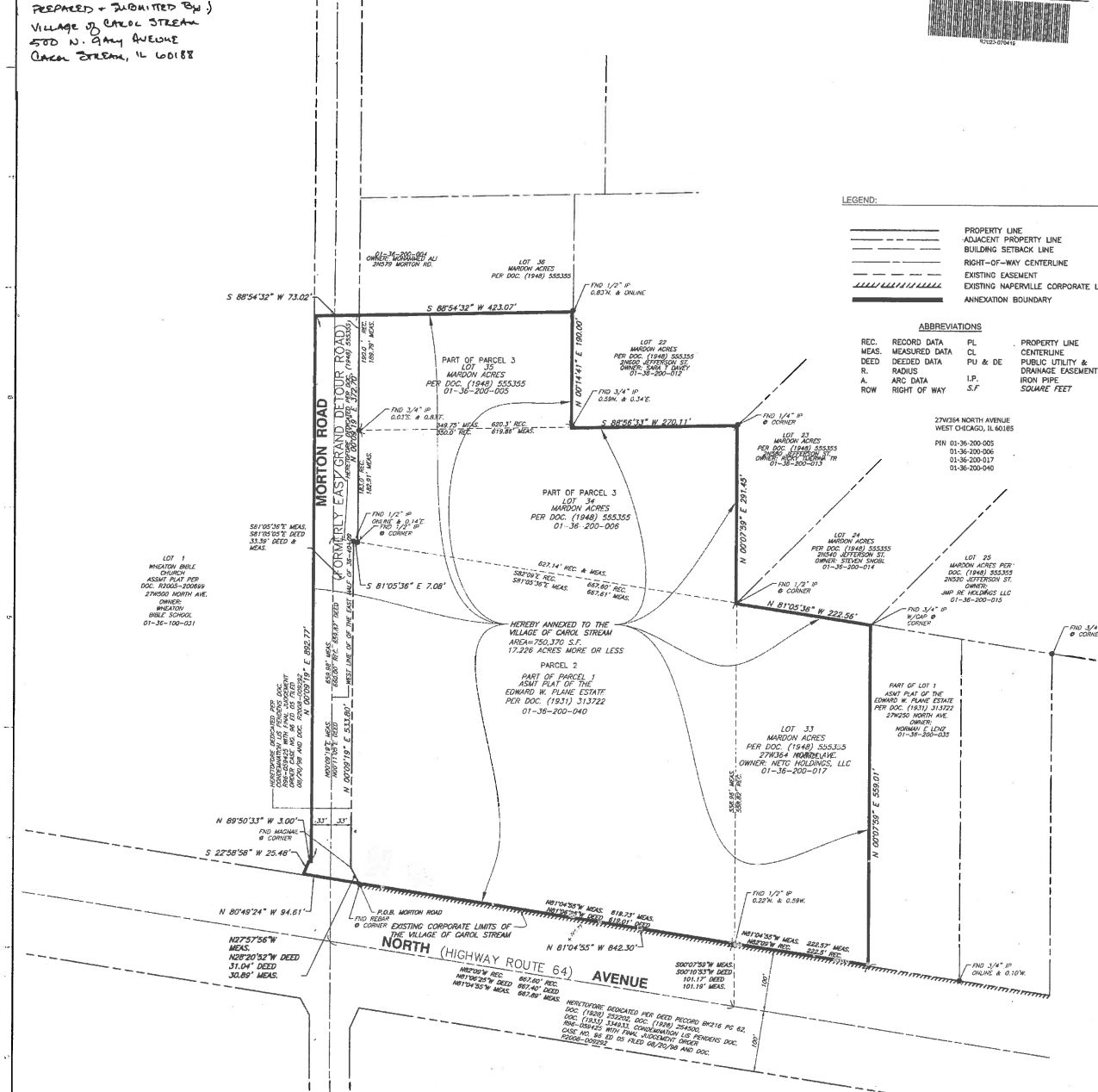


LEGEND:

	PROPERTY LINE
	ADJACENT PROPERTY LINE
	BUILDING SETBACK LINE
	RIGHT-OF-WAY CENTERLINE
	EXISTING EASEMENT
	EXISTING MAPERILLE CORPORATE LIMITS
	ANNEXATION BOUNDARY

ABBREVIATIONS

REC.	RECORD DATA	PL	PROPERTY LINE
MEAS.	MEASURED DATA	CL	CENTERLINE
DEED	DEEDED DATA	PU & DE	PUBLIC UTILITY & DRAINAGE EASEMENT
R.	RADIUS	I.P.	IRON PIPE
A.	ARC DATA	S.F.	SQUARE FEET
ROW	RIGHT OF WAY		



REVISION RECORD

NO.	DATE	DESCRIPTION
1	08/08/2023	INITIALS
2	08/08/2023	REVISIONS

- SURVEYORS NOTES:**
- ALL MEASUREMENTS AND DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
 - BASIS OF BEARINGS: THE BEARINGS SHOWN ON THIS PLAT ARE BASED UPON ILLINOIS STATE PLANE EAST, VHS OBSERVATIONS.
 - THERE ARE HABITABLE STRUCTURES WITH ELECTORS ON THE PROPERTY ANNEXED HEREON.

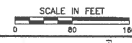
C&E
Civil & Environmental Consultants, Inc.
1230 East Dixon Road, Suite 200 - Naperville, IL 60563
PH: 630.363.6025 - FTX: 630.363.6028 - WWW.C&EINC.COM

PLAT OF ANNEXATION

Situate in
27W364 NORTH AVENUE
WEST CHICAGO, ILLINOIS 60185

Made For
CAGE ENGINEERING Inc
2200 CABOT DR SUITE 325
LISLE, ILLINOIS 60532

DATE: 08/08/2023 SCALE: 1"=80' DRAWING NO:
DRAWN BY: BTR CHECKED BY: EP **SV01**
PROJECT NO: 334-443 APPROVED BY: DRM SHEET 1 OF 2



Kathleen V. Carrier
DuPage County Recorder



LEGAL DESCRIPTION

PARCEL 1:
LOT 33 IN MARDON ACRES, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1948, AS DOCUMENT 555355, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:
THAT PART OF PARCEL 1 IN THE ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL 1, BEING A CROSS IN THE CENTER LINE OF STATE BOULEVARD (ALSO KNOWN AS NORTH AVENUE), FOR A POINT OF BEGINNING, AND RUNNING THENCE NORTH ALONG THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS MORTON ROAD, FOR A DISTANCE OF 660.0 FEET; THENCE SOUTH 82 DEGREES 09 MINUTES EAST PARALLEL WITH THE CENTER LINE OF SAID NORTH AVENUE FOR A DISTANCE OF 667.60 FEET TO THE NORTHWEST CORNER OF LOT 33 IN MARDON ACRES RECORDED AS DOCUMENT 555355; THENCE SOUTH PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 36 AND BEING ALONG THE WEST LINE OF SAID LOT 33 AND SAID WEST LINE EXTENDED SOUTH, 860 FEET TO THE CENTER LINE OF NORTH AVENUE; THENCE NORTH 82 DEGREES 09 MINUTES WEST ALONG SAID CENTER LINE 667.60 FEET TO THE POINT OF BEGINNING, ACCORDING TO THE ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE RECORDED JUNE 15, 1931 AS DOCUMENT 313722, (EXCEPTING THEREFROM THAT PART TAKEN BY CONDEMNATION IN CASE 9460-5), IN DU PAGE COUNTY, ILLINOIS.

PARCEL 3:
LOTS 34 AND 35 IN MARDON ACRES, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1948, AS DOCUMENT 555355, IN DU PAGE COUNTY, ILLINOIS.

MORTON ROAD
THAT PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF ILLINOIS ROUTE 64, EAST OF THE WEST RIGHT OF WAY LINE OF MORTON ROAD, LYING SOUTH OF THE NORTH LINE OF LOT 35 IN MARDON ACRES ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1948, AS DOCUMENT 555355, IN DU PAGE COUNTY, ILLINOIS, EXTENDED WEST TO THE WEST RIGHT OF WAY OF SAID MORTON ROAD AND WEST OF THE EAST RIGHT OF WAY OF MORTON ROAD, IN DU PAGE COUNTY, ILLINOIS.

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
SS

THE ANNEXED PLAT IS IDENTIFIED AS REPRESENTATIVE OF THE PROPERTY INCORPORATED INTO AND MADE A PART OF THE VILLAGE OF CAROL STREAM, ILLINOIS AS PER ORDINANCE NO. 2023-10-44 AND THE PROPERTY SHOWN AND DESCRIBED HEREON IS HEREBY INCORPORATED INTO AND MADE PART OF THE VILLAGE OF CAROL STREAM, ILLINOIS, AND SAID ORDINANCE.

DATED THIS 16th DAY OF October 2023

ATTEST: Julia Schwabe VILLAGE CLERK Kristin Swaine MAYOR

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
SS

I, DOUGLAS R. MCCLINTIC, AN ILLINOIS LICENSED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE PREPARED THIS PLAT FROM FIELD SURVEYS AND EXISTING PUBLIC RECORDS FOR THE PURPOSE OF ANNEXING THE FOLLOWING DESCRIBED PROPERTY TO THE VILLAGE OF CAROL STREAM, ILLINOIS.

LOT 33, 34, AND 35 OF MARDON ACRES AND PART OF PARCEL 1 OF THE ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE PER DOC. (1931) 313722.


TOGETHER WITH:

THAT PART OF MORTON ROAD (FORMERLY KNOWN AS EAST GRAND DETOUR ROAD) HERETOFORE DEDICATED PER CONDEMNATION LIS PENDENS DOC. R96-058425 WITH FINAL JUDGEMENT ORDER CASE NO. 96 ED 05 FILED 06/20/98 AND DOC. R2006-009292 AND PER DOC. (1948) 555355.

THIS PLAT HAS BEEN PREPARED BY CEC, INC., UNDER MY PERSONAL DIRECTION FOR THE EXCLUSIVE USE OF THE CLIENT NOTED HEREON.

GIVEN UNDER MY HAND AND SEAL
THIS 16th DAY OF October, A.D., 2023

Douglas R. McClintic
ILLINOIS LICENSED PROFESSIONAL LAND SURVEYOR NO. 2892
LICENSE VALID THROUGH NOVEMBER 30, 2024



RECORDERS CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
SS

THIS INSTRUMENT NO. R2023-070419 WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, THIS 31st DAY OF October, 2023.

Kathleen V. Carrier
COUNTY RECORDER

REVISION RECORD	
NO.	DESCRIPTION
1	ISSUANCE
2	REVISION



Civil & Environmental Consultants, Inc.
1830 East Dahl Road, Suite 200 - Naperville, IL 60563
Ph: 630.963.8026 - 877.963.6028 - Fax: 630.963.6027
www.cecinc.com

ANNEXATION PLAT
Shaded
27W364 NORTH AVENUE
WEST CHICAGO, ILLINOIS 60185
Made For
CAGE ENGINEERING Inc
2200 CABOT DR SUITE325
LISLE, ILLINOIS 60532

DATE: 08/08/2023 SCALE: 1"=80' DRAWING NO.
DRAWN BY: BTR CHECKED BY: EP
PROJECT NO: 334-443 APPROVED BY: DRM SHEET 2 OF 2

SV01

**PETITION FOR ANNEXATION
TO THE MAYOR AND BOARD OF TRUSTEES
OF THE VILLAGE OF CAROL STREAM,
DUPAGE COUNTY, ILLINOIS**

The Petitioner, NORTH AVE. TH LLC, a Delaware limited liability company, respectfully represents and states under oath as follows:

1. Petitioner owns a tenancy in common interest in the following legally described land comprising approximately 15.8 acres, located at 27W364 North Avenue, and legally described on Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Territory").
2. The following entities own a 100% ownership interest in the Territory: TIMBER HILL INVESTOR LLC, an Illinois limited liability company, as to an undivided 5.44% tenant-in-common interest; TH INVESTOR REVERSE LLC, an Illinois limited liability company, as to an undivided 3.89% tenant-in-common interest; MARCO BROTHERS, LLC, a Delaware limited liability company, as to an undivided 1.80% tenant-in-common interest; MARCO BROTHERS REVERSE LLC, an Illinois limited liability company, as to an undivided 1.45% tenant-in-common interest; MOUND ROAD TH, LLC, a Delaware limited liability company, as to an undivided 4.88% tenant-in-common interest; and NORTH AVE. TH LLC, a Delaware limited liability company, as to an undivided 82.54% tenant-in-common interest (hereinafter collectively referred to as the "Owners" and individually as an "Owner").
3. The Petition to annex is executed in counterparts with each Owner executing a counterpart Petition to annex the Territory.
4. The Territory is not situated within the limits of any municipality and is contiguous to the Village of Carol Stream, DuPage County, Illinois, a municipal corporation organized and existing under the laws of the State of Illinois.
5. There are no electors residing in the Territory.
6. The foregoing statements of fact are true and correct.

Petitioner respectfully requests that the corporate authorities of the Village of Carol Stream, DuPage County, Illinois annex the described Territory to the Village of Carol Stream in accordance with the provisions of this Petition and pursuant to §7-1-8 of the Illinois Municipal Code, as amended.

OWNER:

NORTH AVE. TH LLC

By: North Ave. TH Manager LLC, an Illinois
limited liability company

Its: Manager

By: _____



Name: Cary O. Goldman

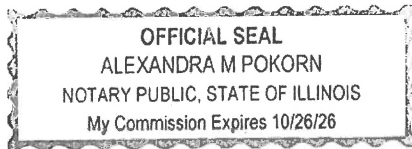
Its: Manager

STATE OF ILLINOIS)
) SS
COUNTY OF Lake)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Cary O. Goldman, personally known by me to the Manager of North Ave TH Manager LLC, the Manager of NORTH AVE. TH LLC, and personally known by me to be the same person whose name is subscribed to the foregoing Petition to Annex, appeared before me this day in person and severally acknowledged that he/she signed and delivered the said Petition to Annex pursuant to authority given by said Company, as his/her free and voluntary act, and as the fee and voluntary act and deed of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 10 day of October, 2023.

SEAL



Notary Public

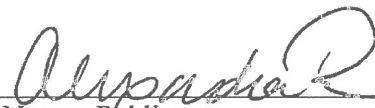


EXHIBIT A
LEGAL DESCRIPTION

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PIN(s): 01-36-200-040-0000, 01-36-200-005-0000, 01-36-200-006-0000, 01-36-200-017-0000

WYETH LAW

1905 MARKETVIEW DR., UNIT 317
YORKVILLE, ILLINOIS 60560

PHONE: 630-553-9916 johnwyeth@comcast.net

December 1, 2023

Ms. Sue Rini, Executive Director
Carol Stream Park District
849 W. Lies Road
Carol Stream, IL 60188

Re: Annexation Ordinance 573

Dear Sue:

This letter is a summary of my review of the proposed annexation ordinance based upon Section 3-10 of the Park District Code. I've attached a copy of that section for your convenient review.

The form of Ordinance 573 is appropriate, and I find no reason to change, edit or correct it. Feel free to use it as is. The legal description attached as Exhibit "A" looks to be identical to the description of the same land in Village Ordinance 2023-10-44. But please double check. And, you will need to provide an 'accurate map' to the Records office. You could reference it in the Ordinance, but that is not required.

My compliments on moving upon this matter shortly after the annexation by the Village of Carol Stream. Note that Section 3-10 provides that you could annex a parcel of any size if the Ordinance is passed within one year of the Village Ordinance. The 120-acre restriction only applies if your annexation is more than one year after the Village Ordinance.

I am available to you or your Board President for follow up questions and consultation.

Sincerely yours,

WYETH LAW

John Justin Wyeth

Cc: Board President, via the Executive Director

Encl: Text of Section 3-10 with emphasis related to this letter.

(70 ILCS 1205/3-10) (from Ch. 105, par. 3-10)

Sec. 3-10. Whenever a Park District operating within territory predominately in a city or village or 2 or more cities or villages would become coterminous or nearly coterminous with such city or village or 2 or more cities or villages upon the annexation of additional territory within such municipalities but not incorporated within a park district, such Park District may annex such additional territory by the passage of an ordinance to that effect. However, no territory may be annexed under this Section **more than one year after** it has first been included in such municipality **unless** such territory so annexed is 120 acres or less.

The ordinance shall describe the territory annexed and a certified copy thereof together **with an accurate map** of the annexed territory shall be filed in the offices of the county clerk and recorder of each county in which the annexation takes place.

(Source: P.A. 87-368.)

ORDINANCE NO. 573

**ORDINANCE ANNEXING CERTAIN PROPERTY TO THE CAROL STREAM PARK DISTRICT, DU PAGE COUNTY, ILLINOIS (27W364 NORTH)
PIN(S) 01-36-200-040-0000, 01-36-200-005-0000, 01-36-200-006-0000, 01-36-200-017-0000**

WHEREAS, the Carol Stream Park District is an Illinois unit of local government operating under the authority of The Park District Code, 70 ILCS 12/1-1, *et seq.*; and

WHEREAS, the Carol Stream Park District (hereinafter the "Park District") has reviewed its geographical boundaries and that of the Village of Carol Stream (hereinafter the "Village") for the purpose of determining whether or not its boundaries are identical with that of the Village; and

WHEREAS, the Park District has determined that it is operating within territory that is predominately in the Village, and the Park District has identified certain territory which lies within the boundaries of the Village, but does not lie within the boundaries of the Park District; and

WHEREAS, the territory described in the attached Exhibit A was recently included in the municipal boundaries of the Village of Carol Stream.

WHEREAS, upon the annexation of the additional territory (described in the attached Exhibit A), which presently lies within the municipal boundaries of the Village, but is not incorporated within the Park District, the Park District boundaries would become nearly contiguous with the boundaries of the Village; and

WHEREAS, the Park District has found that the territory found in Exhibit A is of a size of less than 120 acres; and

WHEREAS, the Park District finds authority under Section 3-10 of The Park District Code, 70 ILCS 1205/3-10, to annex the property described in Exhibit A and further finds that all prerequisites to such an annexation exist in this case, and that such authority may be exercised by the Park District.

NOW, THEREFORE, BE IT ORDAINED by the Board of Park Commissioners of the Carol Stream Park District, DuPage County, Illinois, that:

1. The provisions and findings of the Preambles, above, are hereby incorporated by reference, verbatim, as if written here.
2. The territory legally described on the attached Exhibit A is hereby annexed to and included within the boundaries of the Carol Stream Park District, DuPage County, Illinois, by virtue of the authority granted by The Park District Code, Section 3-10.
3. The Secretary of the Park Board is hereby directed to immediately record and file with the DuPage County Clerk and DuPage County Recorder a certified copy of this ordinance, together with an accurate map of the annexed property as required by said Section 3-10.
4. This ordinance shall be given full force and effect from and after its passage and approval as provided by law.
5. The Secretary of the Park Board is further authorized to take any and all other steps as necessary in furtherance of this ordinance and as provided by law.

AYES _____

NAYS _____

ABSENT _____

Dated: December 11, 2023.

CAROL STREAM PARK DISTRICT

By: _____
 President, Board of Park Commissioners

ATTEST:

 Secretary, Board of Park Commissioners

EXHIBIT A LEGAL DESCRIPTION

Parcel 1:

LOT 33 IN MARDON ACRES, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPLE MERIDIAN, AND PART OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1948, AS DOCUMENT 555355, IN DUPAGE COUNTY, IL.

Parcel 2:

THAT PART OF PARCEL 1 IN THE ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL 1, BEING A CROSS IN THE CENTER LINE OF STATE BOND ISSUE HIGHWAY ROUTE 64 ALSO KNOWN AS NORTH AVENUE, FOR A POINT OF BEGINNING, AND RUNNING THENCE NORTH ALONG THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS MORTON ROAD, FOR A DISTANCE OF 660.0 FEET, THENCE SOUTH 82 DEGREES 09 MINUTES EAST PARALLEL WITH THE CENTER LINE OF SAID NORTH AVENUE FOR A DISTANCE OF 667.60 FEET TO THE NORTHWEST CORNER OF LOT 33 IN MARDON ACRES RECORDED AS DOCUMENT 555355; THENCE SOUTH PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 36 AND BEING ALONG THE WEST LINE OF SAID LOT 33 AND SAID WEST LINE EXTENDED SOUTH, 660 FEET TO THE CENTER LINE OF NORTH AVENUE; THENCE NORTH 82 DEGREES 09 MINUTES WEST ALONG SAID CENTER LINE 667.50 FEET TO THE POINT OF BEGINNING, ACCORDING TO THE ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE RECORDED JUNE 15, 1931 AS DOCUMENT 313722, (EXCEPTING THEREFROM THAT PART TAKEN BY CONDEMNATION IN CASE 96ED-5), IN DUPAGE COUNTY, ILLINOIS.

Parcel 3:

LOTS 34 AND 35 IN MARDON ACRES, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1948, AS DOCUMENT 555355, IN DUPAGE COUNTY, ILLINOIS.

along with those portions of Morton Road adjacent thereto.

Commonly known as 27W364 North Avenue, West Chicago, Illinois

PIN(s): 01-36-200-017, 01-36-200-040, 01-36-200-005, and 01-36-200-006

STATE OF ILLINOIS)

) SS

COUNTY OF DUPAGE)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Park Commissioner (the “Board”) of the Carol Stream Park District, DuPage County, Illinois (the “District”), and as such official I am the keeper of the records and files of the District and the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 11th day of December, insofar as same relates to the adoption of Ordinance No. 573 entitled:

AN ORDINANCE Annexing certain property to the Carol Stream Park District, DuPage County, Illinois (27W364 West North Avenue (PIN(s) 01-36-200-017, 01-36-200-040, 01-36-200-005, and 01-36-200-006.

A true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the new media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 48 hours in advance of the holding of said meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board in the passage of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the District, this 11th day of December, 2023.

(SEAL)

Secretary, Board of Park Commissioners



DocId:20119280

Tx:40530899

KATHLEEN V. CARRIER
RECORDER
DUPAGE COUNTY, IL
10/31/2023 12:08 PM
DOC NO. R2023-070419

RECORDING COVER PAGE

KATHLEEN V. CARRIER
DUPAGE COUNTY RECORDER



RETURN TO:

VILLAGE OF CAROL STREAM

500 N GARY AVE

CAROL STREAM, IL 60188

KATHLEEN V. CARRIER, DUPAGE COUNTY RECORDER
421 N COUNTY FARM ROAD, PO BOX 936, WHEATON, IL 60187

Revised 6/14/2021

9/2

ORD. 2023-10-44

(PREPARED + SUBMITTED BY)

VILLAGE OF CAROL STREAM
500 North Gary Avenue
Carol Stream, IL 60188

ORDINANCE NO. 2023-10-44

AN ORDINANCE ANNEXING CERTAIN PROPERTY TO THE
VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS -
27W364 NORTH AVENUE

ADOPTED BY THE MAYOR AND BOARD OF TRUSTEES
OF THE VILLAGE OF CAROL STREAM
THIS 16th DAY OF OCTOBER, 2023

Published in pamphlet form
by order of the Mayor and Board
of Trustees of the Village of Carol Stream,
County of DuPage, Illinois
This 17th Day of October, 2023

ORDINANCE NO. 2023-10-44

**AN ORDINANCE ANNEXING CERTAIN PROPERTY TO THE
VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS
27W364 NORTH AVENUE**

PIN 01-36-200-017, 01-36-200-040, 01-36-200-006 and 01-36-200-005

WHEREAS, Timber Hill Investor, LLC; TH Investor Reverse, LLC, Marco Brothers, LLC, Marco Brothers Reverse, LLC, Mound Road TH, LLC, and North Ave TH, LLC, each owning an undivided tenant-in-common interest, and as the legal owners of the real property (the "Property") legally described in Section 2 of this Ordinance and commonly known as 27W364 North Avenue, West Chicago, Illinois, duly executed and filed with the Village Clerk a Petition to Annex said territory to the Village of Carol Stream; and

WHEREAS, the Property is not within the corporate limits of any municipality, but is contiguous to the corporate limits of the Village of Carol Stream; and

WHEREAS, legal notices regarding the intention to annex the Property have been sent to all public bodies required to receive such notice by the statutes of the State of Illinois; and

WHEREAS, all petitions, documents and other necessary legal requirements have been in full compliance with the statutes of the State of Illinois; and

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 annex the Property to the Village.

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 authority, as follows:

SECTION 1:

That the foregoing recitals be incorporated in this Ordinance as if restated in their entirety.

SECTION 2:

That the Property, legally described below, be and the same is hereby annexed to and made a part of the Village of Carol Stream, DuPage County, Illinois:

Parcel 1:

LOT 33 IN MARDON ACRES, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPLE MERIDIAN, AND PART OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT

THEREOF RECORDED OCTOBER 4, 1948, AS DOCUMENT 555355, IN DUPAGE COUNTY, ILLINOIS.

Parcel 2:

THAT PART OF PARCEL 1 IN THE ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL 1, BEING A CROSS IN THE CENTER LINE OF STATE BOND ISSUE HIGHWAY ROUTE 64 ALSO KNOWN AS NORTH AVENUE, FOR A POINT OF BEGINNING, AND RUNNING THENCE NORTH ALONG THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS MORTON ROAD, FOR A DISTANCE OF 660.0 FEET, THENCE SOUTH 82 DEGREES 09 MINUTES EAST PARALLEL WITH THE CENTER LINE OF SAID NORTH AVENUE FOR A DISTANCE OF 667.60 FEET TO THE NORTHWEST CORNER OF LOT 33 IN MARDOW ACRES RECORDED AS DOCUMENT 555355; THENCE SOUTH PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 36 AND BEING ALONG THE WEST LINE OF SAID LOT 33 AND SAID WEST LINE EXTENDED SOUTH, 660 FEET TO THE CENTER LINE OF NORTH AVENUE; THENCE NORTH 82 DEGREES 09 MINUTES WEST ALONG SAID CENTER LINE 667.50 FEET TO THE POINT OF BEGINNING, ACCORDING TO THE ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE RECORDED JUNE 15, 1931 AS DOCUMENT 313722, (EXCEPTING THEREFROM THAT PART TAKEN BY CONDEMNATION IN CASE 96ED-5), IN DUPAGE COUNTY, ILLINOIS.

Parcel 3:

LOTS 34 AND 35 IN MARDON ACRES, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1948, AS DOCUMENT 555355, IN DUPAGE COUNTY, ILLINOIS,

P.I.N. 01-36-200-017, 01-36-200-040, 01-36-200-006 and 01-36-200-005
Common Address: 27W364 North Avenue, West Chicago, Illinois 60185

SECTION 3:

That the Village Clerk is hereby directed to record with the Recorder of Deeds and to file with the County Clerk a certified copy of this Ordinance, together with the Plat of Annexation attached hereto.

SECTION 4:

That this Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

ADOPTED BY THE MAYOR AND BOARD OF TRUSTEES of the Village of Carol Stream, Illinois, at a regular meeting thereof held on October 16, 2023, pursuant to a roll call vote as follows:

AYES: Trustees Anselmo, Berger, Zalak, Gieser, Frusolone and McCarthy

NAYS: None

ABSENT: None

APPROVED this 16th day of October 16, 2023.



Frank Saverino, Sr., Mayor

(SEAL)

ATTEST:



Julia Schwarze, Village Clerk

STATE OF ILLINOIS)

COUNTY OF DUPAGE)

AFFIDAVIT

Don Bastian, being first duly sworn on oath deposes and says:

1. That I am the Director of Community Development of the Village of Carol Stream, Illinois.

2. That on the 16th day of October, 2023, the Mayor and Board of Trustees of the Village of Carol Stream adopted Ordinance No. 2023-10-44, annexing the following territory:

Parcel 1:

LOT 33 IN MARDON ACRES, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPLE MERIDIAN, AND PART OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1948, AS DOCUMENT 555355, IN DUPAGE COUNTY, ILLINOIS.

Parcel 2:

THAT PART OF PARCEL 1 IN THE ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL 1, BEING A CROSS IN THE CENTER LINE OF STATE BOND ISSUE HIGHWAY ROUTE 64 ALSO KNOWN AS NORTH AVENUE, FOR A POINT OF BEGINNING, AND RUNNING THENCE NORTH ALONG THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS MORTON ROAD, FOR A DISTANCE OF 660.0 FEET, THENCE SOUTH 82 DEGREES 09 MINUTES EAST PARALLEL WITH THE CENTER LINE OF SAID NORTH A VENUE FOR A DISTANCE OF 667.60 FEET TO THE NORTHWEST CORNER OF LOT 33 IN MARDOW ACRES RECORDED AS DOCUMENT 555355; THENCE SOUTH PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 36 AND BEING ALONG THE WEST LINE OF SAID LOT 33 AND SAID WEST LINE EXTENDED SOUTH, 660 FEET TO THE CENTER LINE OF NORTH AVENUE; THENCE NORTH 82 DEGREES 09 MINUTES WEST ALONG SAID CENTER LINE 667.50 FEET TO THE POINT OF BEGINNING, ACCORDING TO THE ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE RECORDED JUNE 15, 1931 AS DOCUMENT 313722, (EXCEPTING THEREFROM THAT PART TAKEN BE CONDEMNATION IN CASE 96 ED-5), IN DUPAGE COUNTY, ILLINOIS.

Parcel 3:

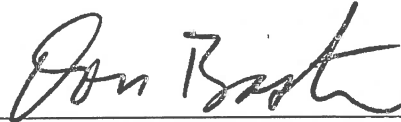
LOTS 34 AND 35 IN MARDON ACRES, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1948, AS DOCUMENT 555355, IN DUPAGE COUNTY, ILLINOIS,

along with those portions of Morton Road adjacent thereto.

Commonly known as: 27 W 364 North Avenue, West Chicago, Illinois
PIN Nos. 01-36-200-017, 01-36-200-040, 01-36-200-006 and 01-36-200-005.

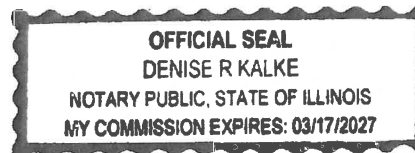
3. That the annexed territory includes a highway (Morton Road) under the jurisdiction of Wayne Township.

4. That in connection with the annexation of the territory legally described above and prior to the date the Mayor and Board of Trustees adopted the above referenced Ordinance, I served, by certified mail, return receipt requested, a Notice of Proposed Annexation of Territory within Wayne Township, upon Randy Ramey, Wayne Township Supervisor, Martin McManamon, Wayne Township Highway Commissioner, Brandi Fike Ramundo, Wayne Township Clerk, Michael E. Musson, Wayne Township Assessor, Paul Hempel, Wayne Township Trustee, Paige Thoreson, Wayne Township Trustee, Janusz Jarmula, Wayne Township Trustee and William Waghorne, Wayne Township Trustee.



Don Bastian

Subscribed and sworn to before
me this 26th day of October, 2023.


NOTARY PUBLIC

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

AFFIDAVIT

Sherry Craig, being first duly sworn on oath deposes and says:

1. I am the duly appointed Deputy Village Clerk of the Village of Carol Stream, Illinois.

2. That on the That on the 16th day of October, 2023, the Mayor and Board of Trustees of the Village of Carol Stream adopted Ordinance No. 2023-10-44, annexing the following territory:

Parcel 1:

LOT 33 IN MARDON ACRES, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPLE MERIDIAN, AND PART OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1948, AS DOCUMENT 555355, IN DUPAGE COUNTY, ILLINOIS.

Parcel 2:

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along with those portions of Morton Road adjacent thereto.

Commonly known as: 27W364 North Avenue, West Chicago, Illinois
PIN Nos. 01-36-200-017, 01-36-200-040, 01-36-200-006 and 01-36-200-005.

3. That in connection with the annexation of the property legally described herein, no notices were required to be served upon any fire protection district or library district for the following reasons:

- a. The Village of Carol Stream does not provide fire protection services.
- b. The annexed property is not located within any library district.

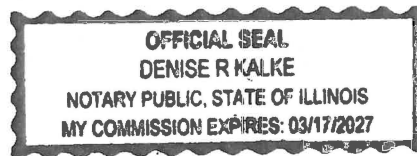


Sherry Craig, Deputy Village Clerk

Subscribed and sworn to before
me this 3rd day of October, 2023.



NOTARY PUBLIC



PLAT OF ANNEXATION

OF
PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 09, EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

NORTH
BASIS OF BEARINGS
ALONGS STATE PLANE - EAST ZONE

PREPARED + SUBMITTED BY
VILLAGE OF CAROL STREAM
500 N. GARY AVENUE
CAROL STREAM, IL 60188

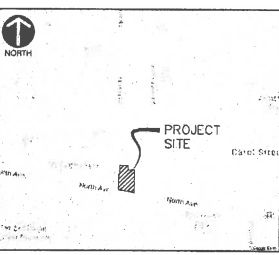
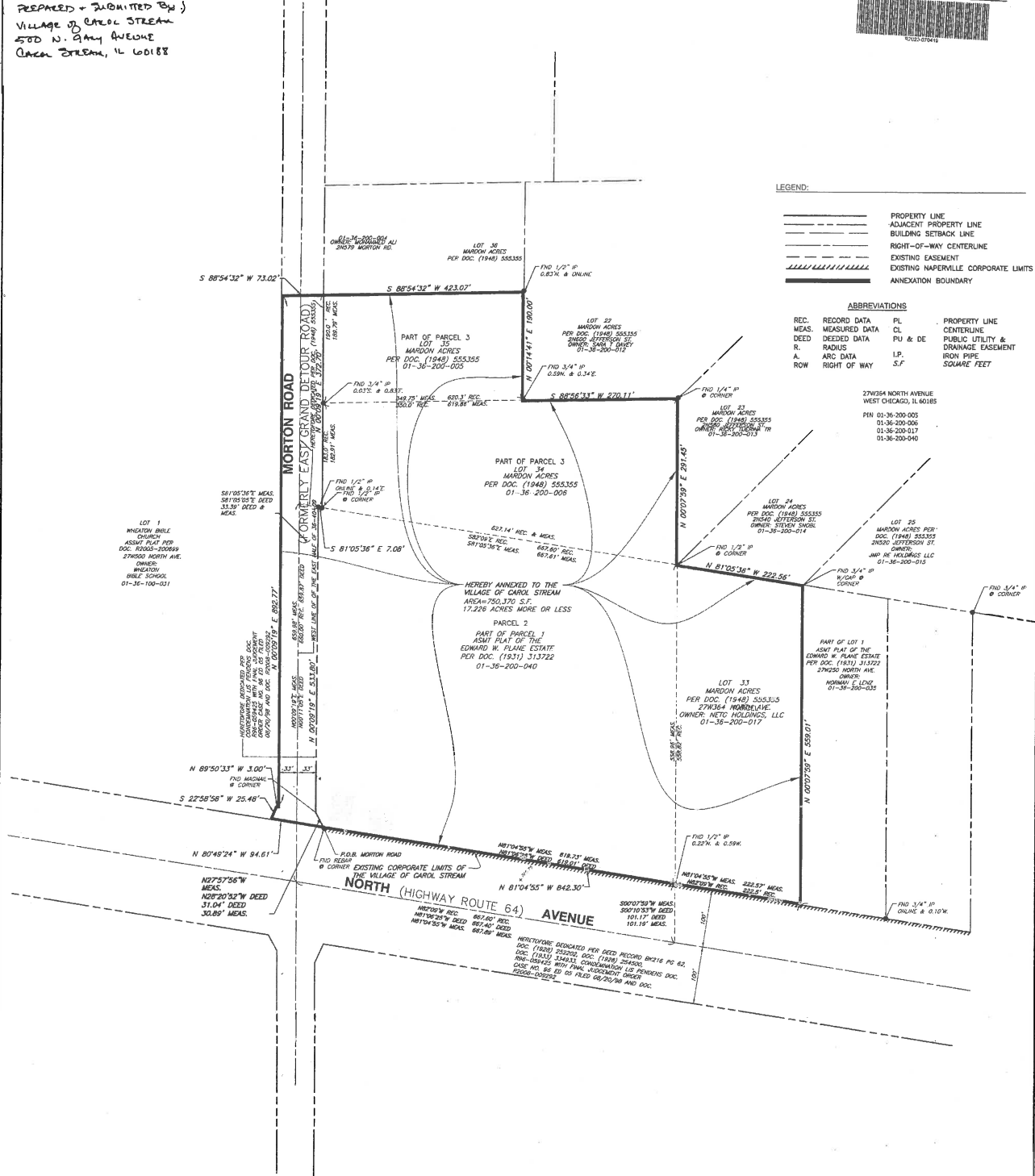
Kathleen V. Carrier
DuPage County Recorder

LEGEND:

	PROPERTY LINE
	ADJACENT PROPERTY LINE
	BUILDING SETBACK LINE
	RIGHT-OF-WAY CENTERLINE
	EXISTING EASEMENT
	EXISTING NAPERVILLE CORPORATE LIMITS
	ANNEXATION BOUNDARY

ABBREVIATIONS

REC.	RECORD DATA	PL	PROPERTY LINE
MEAS.	MEASURED DATA	CL	CENTERLINE
DEED	DEEDED DATA	PU & DE	PUBLIC UTILITY & DRAINAGE EASEMENT
R.	RADIUS	I.P.	IRON PIPE
A.	ARC DATA	S.F.	SQUARE FEET
ROW	RIGHT OF WAY		



REVISION RECORD

NO.	DATE	DESCRIPTION
1	08/08/2023	ISSUED FOR PUBLIC COMMENT
2	08/22/2023	REVISIONS MADE TO PLAN & SPEC
3	09/05/2023	FOR RECORDING PURPOSES

- SURVEYOR'S NOTES:**
- ALL MEASUREMENTS AND DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
 - BASIS OF BEARINGS: THE BEARINGS SHOWN ON THIS PLAT ARE BASED UPON ILLINOIS STATE PLANE EAST, VIS OBSERVATIONS.
 - THERE ARE HABITABLE STRUCTURES WITH ELECTORS ON THE PROPERTY ANNEXED HEREON.

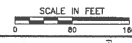
Civil & Environmental Consultants, Inc.
1230 East Dixon Road, Suite 200 - Naperville, IL 60563
PH: 630.363.6025 - FT: 630.363.6028 - FAX: 630.363.6027
www.cecinc.com

PLAT OF ANNEXATION


Situate in
27W364 NORTH AVENUE
WEST CHICAGO, ILLINOIS 60185

Made For
CAGE ENGINEERING Inc
2200 CABOT DR SUITE 325
LISLE, ILLINOIS 60532

DATE: 08/08/2023 SCALE: 1"= 80' DRAWING NO:
DRAWN BY: BTR CHECKED BY: EP
PROJECT NO: 334-443 APPROVED BY: DRM SHEET 1 OF 2



Kathleen V. Carrier
DuPage County Recorder



LEGAL DESCRIPTION

PARCEL 1:
LOT 33 IN MARDON ACRES, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1948, AS DOCUMENT 555355, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:
THAT PART OF PARCEL 1 IN THE ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL 1, BEING A CROSS IN THE CENTER LINE OF STATE BOULEVARD (ALSO KNOWN AS NORTH AVENUE), FOR A POINT OF BEGINNING, AND RUNNING THENCE NORTH ALONG THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS MORTON ROAD, FOR A DISTANCE OF 660.0 FEET; THENCE SOUTH 82 DEGREES 09 MINUTES EAST PARALLEL WITH THE CENTER LINE OF SAID NORTH AVENUE FOR A DISTANCE OF 667.60 FEET TO THE NORTHWEST CORNER OF LOT 33 IN MARDON ACRES RECORDED AS DOCUMENT 555355; THENCE SOUTH PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 36 AND BEING ALONG THE WEST LINE OF SAID LOT 33 AND SAID WEST LINE EXTENDED SOUTH, 860 FEET TO THE CENTER LINE OF NORTH AVENUE; THENCE NORTH 82 DEGREES 09 MINUTES WEST ALONG SAID CENTER LINE 667.60 FEET TO THE POINT OF BEGINNING, ACCORDING TO THE ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE RECORDED JUNE 15, 1931 AS DOCUMENT 313722, (EXCEPTING THEREFROM THAT PART TAKEN BY CONDEMNATION IN CASE 9460-5), IN DU PAGE COUNTY, ILLINOIS.

PARCEL 3:
LOTS 34 AND 35 IN MARDON ACRES, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1948, AS DOCUMENT 555355, IN DU PAGE COUNTY, ILLINOIS.

MORTON ROAD
THAT PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF ILLINOIS ROUTE 64, EAST OF THE WEST RIGHT OF WAY LINE OF MORTON ROAD, LYING SOUTH OF THE NORTH LINE OF LOT 35 IN MARDON ACRES ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1948, AS DOCUMENT 555355, IN DU PAGE COUNTY, ILLINOIS, EXTENDED WEST TO THE WEST RIGHT OF WAY OF SAID MORTON ROAD AND WEST OF THE EAST RIGHT OF WAY OF MORTON ROAD, IN DU PAGE COUNTY, ILLINOIS.

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
SS

THE ANNEXED PLAT IS IDENTIFIED AS REPRESENTATIVE OF THE PROPERTY INCORPORATED INTO AND MADE A PART OF THE VILLAGE OF CAROL STREAM, ILLINOIS AS PER ORDINANCE NO. 2023-10-44 AND THE PROPERTY SHOWN AND DESCRIBED HEREON IS HEREBY INCORPORATED INTO AND MADE PART OF THE VILLAGE OF CAROL STREAM, ILLINOIS, AND SAID ORDINANCE.

DATED THIS 16th DAY OF OCTOBER 2023

ATTEST: *Julia Schwager*
VILLAGE CLERK

Kathleen V. Carrier
MAYOR

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
SS

I, DOUGLAS R. MCCLINTIC, AN ILLINOIS LICENSED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE PREPARED THIS PLAT FROM FIELD SURVEYS AND EXISTING PUBLIC RECORDS FOR THE PURPOSE OF ANNEXING THE FOLLOWING DESCRIBED PROPERTY TO THE VILLAGE OF CAROL STREAM, ILLINOIS.

LOT 33, 34, AND 35 OF MARDON ACRES AND PART OF PARCEL 1 OF THE ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE PER DOC. (1931) 313722.


TOGETHER WITH:

THAT PART OF MORTON ROAD (FORMERLY KNOWN AS EAST GRAND DETOUR ROAD) HERETOFORE DEDICATED PER CONDEMNATION LIS PENDENS DOC. 896-058425 WITH FINAL JUDGEMENT ORDER CASE NO. 96 ED 05 FILED 06/20/98 AND DOC. R2006-009292 AND PER DOC. (1948) 555355.

THIS PLAT HAS BEEN PREPARED BY CEC, INC., UNDER MY PERSONAL DIRECTION FOR THE EXCLUSIVE USE OF THE CLIENT NOTED HEREON.

GIVEN UNDER MY HAND AND SEAL
THIS 16th DAY OF OCTOBER A.D., 2023

Douglas R. McClintic
ILLINOIS LICENSED PROFESSIONAL LAND SURVEYOR NO. 2892
LICENSE VALID THROUGH NOVEMBER 30, 2024



RECORDERS CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
SS

THIS INSTRUMENT NO. R2023-070419 WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, THIS 31st DAY OF OCTOBER 2023.

Kathleen V. Carrier
COUNTY RECORDER

REVISION RECORD		
NO.	DATE	DESCRIPTION
1	08/08/2023	ISSUANCE
2	10/11/2023	REVISION



Civil & Environmental Consultants, Inc.
1830 East Dahl Road, Suite 200 - Naperville, IL 60563
Ph: 630.963.8026 - 877.963.6028 - Fax: 630.963.6027
www.cecinc.com

ANNEXATION PLAT
Shaded
27W364 NORTH AVENUE
WEST CHICAGO, ILLINOIS 60185
Made For
CAGE ENGINEERING Inc
2200 CABOT DR SUITE325
LISLE, ILLINOIS 60532

DATE: 08/08/2023 SCALE: 1"=80' DRAWING NO.
DRAWN BY: BTR CHECKED BY: EP
PROJECT NO: 334-443 APPROVED BY: DRM SHEET 2 OF 2

SV01

**PETITION FOR ANNEXATION
TO THE MAYOR AND BOARD OF TRUSTEES
OF THE VILLAGE OF CAROL STREAM,
DUPAGE COUNTY, ILLINOIS**

The Petitioner, NORTH AVE. TH LLC, a Delaware limited liability company, respectfully represents and states under oath as follows:

1. Petitioner owns a tenancy in common interest in the following legally described land comprising approximately 15.8 acres, located at 27W364 North Avenue, and legally described on Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Territory").
2. The following entities own a 100% ownership interest in the Territory: TIMBER HILL INVESTOR LLC, an Illinois limited liability company, as to an undivided 5.44% tenant-in-common interest; TH INVESTOR REVERSE LLC, an Illinois limited liability company, as to an undivided 3.89% tenant-in-common interest; MARCO BROTHERS, LLC, a Delaware limited liability company, as to an undivided 1.80% tenant-in-common interest; MARCO BROTHERS REVERSE LLC, an Illinois limited liability company, as to an undivided 1.45% tenant-in-common interest; MOUND ROAD TH, LLC, a Delaware limited liability company, as to an undivided 4.88% tenant-in-common interest; and NORTH AVE. TH LLC, a Delaware limited liability company, as to an undivided 82.54% tenant-in-common interest (hereinafter collectively referred to as the "Owners" and individually as an "Owner").
3. The Petition to annex is executed in counterparts with each Owner executing a counterpart Petition to annex the Territory.
4. The Territory is not situated within the limits of any municipality and is contiguous to the Village of Carol Stream, DuPage County, Illinois, a municipal corporation organized and existing under the laws of the State of Illinois.
5. There are no electors residing in the Territory.
6. The foregoing statements of fact are true and correct.

Petitioner respectfully requests that the corporate authorities of the Village of Carol Stream, DuPage County, Illinois annex the described Territory to the Village of Carol Stream in accordance with the provisions of this Petition and pursuant to §7-1-8 of the Illinois Municipal Code, as amended.

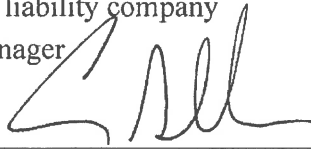
OWNER:

NORTH AVE. TH LLC

By: North Ave. TH Manager LLC, an Illinois
limited liability company

Its: Manager

By: _____



Name: Cary O. Goldman

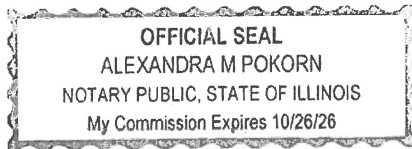
Its: Manager

STATE OF ILLINOIS)
) SS
COUNTY OF Lake)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Cary O. Goldman, personally known by me to the Manager of North Ave TH Manager LLC, the Manager of NORTH AVE. TH LLC, and personally known by me to be the same person whose name is subscribed to the foregoing Petition to Annex, appeared before me this day in person and severally acknowledged that he/she signed and delivered the said Petition to Annex pursuant to authority given by said Company, as his/her free and voluntary act, and as the fee and voluntary act and deed of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 10 day of October, 2023.

SEAL



Alexandra R
Notary Public

EXHIBIT A
LEGAL DESCRIPTION

Parcel 1:

LOT 33 IN MARDON ACRES, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPLE MERIDIAN, AND PART OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1948, AS DOCUMENT 555355, IN DUPAGE COUNTY, IL.

Parcel 2:

THAT PART OF PARCEL 1 IN THE ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL 1, BEING A CROSS IN THE CENTER LINE OF STATE BOND ISSUE HIGHWAY ROUTE 64 ALSO KNOWN AS NORTH AVENUE, FOR A POINT OF BEGINNING, AND RUNNING THENCE NORTH ALONG THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS MORTON ROAD, FOR A DISTANCE OF 660.0 FEET, THENCE SOUTH 82 DEGREES 09 MINUTES EAST PARALLEL WITH THE CENTER LINE OF SAID NORTH AVENUE FOR A DISTANCE OF 667.60 FEET TO THE NORTHWEST CORNER OF LOT 33 IN MARDON ACRES RECORDED AS DOCUMENT 555355; THENCE SOUTH PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 36 AND BEING ALONG THE WEST LINE OF SAID LOT 33 AND SAID WEST LINE EXTENDED SOUTH, 660 FEET TO THE CENTER LINE OF NORTH AVENUE; THENCE NORTH 82 DEGREES 09 MINUTES WEST ALONG SAID CENTER LINE 667.50 FEET TO THE POINT OF BEGINNING, ACCORDING TO THE ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE RECORDED JUNE 15, 1931 AS DOCUMENT 313722, (EXCEPTING THEREFROM THAT PART TAKEN BE CONDEMNATION IN CASE 96ED-5), IN DUPAGE COUNTY, ILLINOIS.

Parcel 3:

LOTS 34 AND 35 IN MARDON ACRES, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1948, AS DOCUMENT 555355, IN DUPAGE COUNTY, ILLINOIS.

PIN(s): 01-36-200-040-0000, 01-36-200-005-0000, 01-36-200-006-0000, 01-36-200-017-0000

WYETH LAW

1905 MARKETVIEW DR., UNIT 317
YORKVILLE, ILLINOIS 60560

PHONE: 630-553-9916 johnwyeth@comcast.net

December 1, 2023

Ms. Sue Rini, Executive Director
Carol Stream Park District
849 W. Lies Road
Carol Stream, IL 60188

Re: Annexation Ordinance 573

Dear Sue:

This letter is a summary of my review of the proposed annexation ordinance based upon Section 3-10 of the Park District Code. I've attached a copy of that section for your convenient review.

The form of Ordinance 573 is appropriate, and I find no reason to change, edit or correct it. Feel free to use it as is. The legal description attached as Exhibit "A" looks to be identical to the description of the same land in Village Ordinance 2023-10-44. But please double check. And, you will need to provide an 'accurate map' to the Records office. You could reference it in the Ordinance, but that is not required.

My compliments on moving upon this matter shortly after the annexation by the Village of Carol Stream. Note that Section 3-10 provides that you could annex a parcel of any size if the Ordinance is passed within one year of the Village Ordinance. The 120-acre restriction only applies if your annexation is more than one year after the Village Ordinance.

I am available to you or your Board President for follow up questions and consultation.

Sincerely yours,

WYETH LAW

John Justin Wyeth

Cc: Board President, via the Executive Director

Encl: Text of Section 3-10 with emphasis related to this letter.

(70 ILCS 1205/3-10) (from Ch. 105, par. 3-10)

Sec. 3-10. Whenever a Park District operating within territory predominately in a city or village or 2 or more cities or villages would become coterminous or nearly coterminous with such city or village or 2 or more cities or villages upon the annexation of additional territory within such municipalities but not incorporated within a park district, such Park District may annex such additional territory by the passage of an ordinance to that effect. However, no territory may be annexed under this Section **more than one year after** it has first been included in such municipality **unless** such territory so annexed is 120 acres or less.

The ordinance shall describe the territory annexed and a certified copy thereof together **with an accurate map** of the annexed territory shall be filed in the offices of the county clerk and recorder of each county in which the annexation takes place.

(Source: P.A. 87-368.)