

Village of Carol Stream

BOARD MEETING

AGENDA

JANUARY 17, 2012

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE: Presentation of Colors by Cub Scout Den 3, Pack 175.

B. MINUTES:

1. Approval of the Minutes of the December 19, 2011 Board Meeting.
2. Approve and Not Release the Executive Session Minutes of the December 19, 2011 Board Meeting.

C. AUDIENCE PARTICIPATION & PUBLIC HEARINGS:

1. Resolution No. 2566, Honoring Frank Moore Upon His Retirement from the Village of Carol Stream Police Department.
2. Resolution No. 2567, Honoring Glenn Harker for His 20 Years of Service with the Village of Carol Stream.
3. Public Hearing: Annexation Agreement – 28W251 Trieste Lane, West Chicago, Illinois.

D. SELECTION OF CONSENT AGENDA:

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

E. BOARD AND COMMISSION REPORTS:

F. OLD BUSINESS:

G. STAFF REPORTS & RECOMMENDATIONS:

1. Award of Contract for Janitorial Services. *This is a staff recommendation to award the contract for annual janitorial services cleaning to Alpha Building Maintenance Service, Inc.*
2. Recommendation to Enter Into an Agreement for Engineering Design and Bid Assistance Services –LED Street Light Upgrade Project – Rempe-Sharpe & Associates.
Staff is recommending that an engineering firm be hired to prepare plans, specifications and bid documents for the upcoming LED Street Light Upgrade Project

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3. Recommendation to Enter Into an Agreement for Construction Oversight Services –Sodium Hypochlorite Delivery System – Baxter & Woodman. *Staff is recommending that an engineering firm be hired to oversee construction activities at the WRC for the sodium hypo-chlorite replacement project scheduled to begin in February.*

H. ORDINANCES:

1. Ordinance No. _____, Approving an Annexation Agreement and Plat of Easement (LaMantia Property). *Staff recommends approval of this agreement, which includes the granting of easements required for the Southwest Water Main Extension Project.*

I. RESOLUTIONS:

1. Resolution No. _____, Authorizing the Mayor to Execute an Agreement for the Purchase of Electric Utility Service. *This resolution will allow the Mayor to enter into a 1 to 3 year agreement to purchase electricity with the lowest bidder effective June 2012.*
2. Resolution No. _____, Accepting a Grant of Temporary Construction Easement (Southwest Water Main Project– Cohen/Voogd). *Staff recommends that the Temporary Easement Agreement be approved and recorded.*
3. Resolution No. _____, Declaring Surplus Property Owned by the Village of Carol Stream. *The Information Systems Department has identified electronic equipment that is no longer useful, and the Police Department has three seized vehicles, to be declared surplus property for proper disposal.*

J. NEW BUSINESS:

1. Appointment of Michael Traficanti to the Board of Fire and Police Commission.

K. PAYMENT OF BILLS:

1. Regular Bills:
 - a) January 3, 2012
 - b) January 17, 2012

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2. Addendum Warrants:
 - a) December 20, 2011 through January 3, 2012
 - b) January 4, 2012 through January 17, 2012.

L. REPORT OF OFFICERS:

1. Mayor:
2. Trustees:
3. Clerk:
4. Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month Ending December 31, 2011.

M. EXECUTIVE SESSION:

1. Collective Negotiating Matters.
2. Pending Litigation.
3. Continued Employment of a Specific Employee.

N. ADJOURNMENT:

LAST ORDINANCE:	2011-12-48	LAST RESOLUTION:	2565
NEXT ORDINANCE:	2012-01-01	NEXT RESOLUTION:	2566

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

December 19, 2011

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

Present: Mayor Frank Saverino, Sr. and Trustees Mary Frusolone, Tony Manzzullo, Don Weiss, Greg Schwarze & Matt McCarthy
Absent: Trustee Pam Fenner

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

MINUTES:

Trustee McCarthy moved and Trustee Frusolone made the second to approve the Regular and Special Board Meeting Minutes of December 5, 2011. The results of the roll call vote were as follows:

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

CONSENT AGENDA:

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

Ayes: 5 Trustees Frusolone, Manzzullo, Weiss, Schwarze and McCarthy
Nays : 0
Absent: 1 Trustee Fenner

Trustee McCarthy moved and Trustee Manzzullo made the second to place the following items on the Consent Agenda established for this meeting.

The results of the roll call vote were as follows:

Ayes: 5 Trustees Frusolone, Manzzullo, Weiss, Schwarze and McCarthy
Nays : 0
Absent: 1 Trustee Fenner

1. Contract Amendment Request
2. Recommendation to Award a Contract for Construction of a Sodium Hypochlorite Delivery System at the WRC
3. Ordinance No. 2011-12-42, Authorizing the Ceding of Private Activity Bonding Authority
4. Ordinance No. 2011-12-43, Amending Chapter 16 of the Municipal Code of the Village of Carol Stream (Zoning Code)
5. Ordinance No. 2011-12-44, Amending Chapter 14 (General Offenses), Article 2 (Offenses Against Persons), Adding Sections 14-2-32 (Drug Paraphernalia)
6. Ordinance No. 2011-12-45, Amending Section 8-1-2, Penalties and Related Provisions of the Carol Stream Code of Ordinances
7. Resolution No. 2564, For Meeting the National Objective Under the Community Development Block Grant (CDBG) Program of a Community Development Need Having a Particular Urgency
8. Resolution No. 2565, Declaring Surplus Property Owned by the Village of Carol Stream
9. Request from College of DuPage at 500 N. Kuhn Road for review and approval of proposed signage improvements
10. Social Media Request
11. Approval for Annual Raffle License – American Legion Post 76
12. Payment of Regular & Addendum Warrant of Bills
13. Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month Ending November 30, 2011

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

Ayes:	5	Trustees Frusolone, Manzzullo, Weiss, Schwarze and McCarthy
Nays :	0	
Absent:	1	Trustee Fenner

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

Contract Amendment Request:

The engineering consultant for this project, Baxter & Woodman, requested a contract amendment to the Sludge Aeration Energy Efficiency Project by an additional \$41,855.20 to cover unforeseen expenses associated with the grant-funded installation of an energy-efficient turbo blower at the WRC that included needed electrical improvements, concrete work, blower valve relocation and the purchase of a standard harmonic filter. The Village Board approved this request.

Recommendation to Award a Contract for Construction of a Sodium Hypochlorite Delivery System at the Water Reclamation Center:

This project was recently re-bid following rejection of bids by the Village in November due to technicalities. The engineer's estimate of probable cost for this project was \$190,000. The Village Board approved award of contract to Dahme Mechanical, Inc. at the bid price of \$154,444.

Ordinance No. 2011-12-42, Authorizing the Ceding of Private Activity**Bonding Authority:**

The Village receives an annual allocation of bonding authority which can be used as an economic development tool to sponsor tax exempt financing for certain qualified private development projects. The Village previously reserved its 2011 volume cap totaling \$3,803,895 on April 18, 2011. The Upper Illinois River Valley Development Authority (UIRVDA) has requested the use of the Village's 2011 volume cap for use in projects under its jurisdiction. If ultimately used to finance a project, the Village will receive a transfer fee of 1% of bonds issued, to a maximum of \$38,039. As there are presently no qualifying local projects or requests identified, the Village Board approved the staff recommendation to cede the 2011 volume cap to UIRVDA.

Ordinance No. 2011-12-43, Amending Chapter 16 of the Municipal Code of the Village of Carol Stream (Zoning Code):

Trustee Schwarze asked for staff clarification of the word significant relating to modifications to the code. Community Development Director Glees provided examples of the types of petitioner requests that would be considered significant or minor as they related to the Village Code and specifically to the North Avenue Corridor Regulations. The intent of this code change would be to allow staff to administratively approve minor changes, thereby allowing us to expedite the permit approval process for businesses. The Village Board approved Ordinance No. 2011-12-43 amending Chapter 16 of the Municipal Code of the Village of Carol Stream (Zoning Code) giving staff the authority to approve building permits for business improvements involving exceedingly minor items without needing to require that the business owner obtain approval through the zoning hearing process.

Ordinance No. 2011-12-44, Amending Chapter 14 (General Offenses), Article 2 (Offenses Against Persons), Adding Sections 14-2-32 (Drug Paraphernalia):

The Village Board approved Ordinance No. 2011-12-44, amending Chapter 14 (General Offenses), Article 2 (Offenses Against Persons), Adding Sections 14-2-32 (Drug Paraphernalia) banning the use and possession of drug paraphernalia.

Ordinance No. 2011-12-45, Amending Section 8-1-2, Penalties and Related Provisions of the Carol Stream Code of Ordinances:

The Village Board approved Ordinance No. 2011-12-45, amending Section 8-1-2, Penalties and Related Provisions of the Carol Stream Code of Ordinances to mirror State Statute fine amounts.

Resolution No. 2564, For Meeting the National Objective Under the Community Development Block Grant (CDBG) Program of a Community Development Need Having a Particular Urgency:

The Village Board approved Resolution No. 2564, for meeting the National Objective under the Community Development Block Grant (CDBG) Program of a community development need having a particular urgency. This resolution is to confirm that the Klein Creek Flood Plain Structure Buyout Project in the application for CDBG disaster recovery funding under the CDBG Disaster Recovery "IKE" Property Buyout Program meets the national objective under the CDBG Program of meeting a community development need having a particular urgency.

Resolution No. 2565, Declaring Surplus Property Owned by the Village of Carol Stream:

The Village Board approved Resolution No. 2565, declaring certain Public Works Department surplus property owned by the Village of Carol Stream that are no longer useful or needed including radios, two trucks and a copier.

Request from College of DuPage at 500 N. Kuhn Road for review and approval of proposed signage improvements:

The Village Board approved a request from the College of DuPage at 500 N. Kuhn Road for review and approval of proposed signage improvements.

Social Media Request:

The Village Board approved a request to establish a Facebook page for the 2012 Carol Stream concerts and Town Center events.

Approval for Annual Raffle License – American Legion Post 76:

The Village Board approved American Legion Post 76 requests for a 2012 annual raffle license. The Legion has advised their application will be submitted on Monday in advance of the meeting and will then be on file in the Clerk's office. Approval is subject to receiving required documentation in satisfactory format by December 31, 2011.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved the payment of the Regular Bills dated December 19, 2011 in the amount of \$376,173.74.

The Village Board approved the payment of the Addendum Warrant of Bills from December 6, 2011 – December 19, 2011 in the amount of \$685,698.95.

Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month Ending November 30, 2011:

The Village Board received the Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month Ending November 30, 2011.

Non-Consent Agenda Items:

Ordinance No. 2011-12-46, Amending the Code of Ordinances of the Village of Carol Stream with Respect to Synthetic Alternative Drugs:

The Village Board approved Ordinance No. 2011-12-46, amending the Code of Ordinances of the Village of Carol Stream with respect to synthetic alternative drugs and banning the sale, delivery, possession and use of these products within the Village of Carol Stream. Trustee McCarthy commented that parents need to become more informed on synthetic marijuana and the effects it can have on their kids and that beginning tomorrow, if their kids are in possession of such substances they will be fined \$750. He stressed the importance of parents becoming more educated on synthetic marijuana because their kids already know about it. Manager Breinig stated that after the first of the year possession, sale or manufacture of these substances will be charged as a felony under State law. Trustee Schwarze commented that the companion Ordinance banning the use and possession of drug paraphernalia was also approved by the Village Board this evening. Trustee Frusolone questioned how the Village will identify the possession and use of synthetic drugs. Manager Breinig stated there will be difficulties identifying these drugs and testing for chemical components contained

in synthetic drugs The intent would be to use the brand names for enforcement with the possibility of further lab testing to confirm illegal substances.

Trustee McCarthy moved and Trustee Schwarze made the second to approve Ordinance No. 2011-12-46, amending the Code of Ordinances of the Village of Carol Stream with respect to synthetic alternative drugs banning the sale, delivery, possession and use of these products within the Village of Carol Stream.

The results of the roll call vote were as follows:

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

Mayor Saverino stated he usually does not vote on agenda items unless he has to but did so here to show unanimous support by the Village Board.

Ordinance No. 2011-12-47, Amending Chapter 11 (Intoxicating Liquors), Article 2 (Alcoholic Liquor Dealers), Sections 11-2-2 and 11-2-7 Creating a New Class O, Bring Your Own Liquor License Classification:

Mayor Saverino explained that this new liquor license will allow patrons to bring alcohol purchased elsewhere in for consumption on site at licensed establishments.

Trustee Weiss moved and Trustee McCarthy made the second to approve Ordinance No. 2011-12-47, amending Chapter 11 (Intoxicating Liquors), Article 2 (Alcoholic Liquor Dealers), Sections 11-2-2 and 11-2-7 creating a new Class O, Bring Your Own Liquor License Classification under guidelines specified in the Ordinance.

The results of the roll call vote were as follows:

Ayes:	5	Trustees Frusolone, Manzzullo, Weiss, Schwarze and McCarthy
Nays :	0	
Absent:	1	Trustee Fenner

Report of Officers:

Trustee Frusolone congratulated the latest CERT class of 24 people which graduated on December 8, 2011 at the Carol Stream Fire Protection District station. She commented that the Aldrin Center will be closing later this month and that the administrative offices have already moved. The official closing will be on January 1, 2012, The Park District will be hosting a going away party in the near future to coincide with this closing. She commented on her Christmas Sharing program experience benefiting 366 needy families in the Village. She stated the response from the community was overwhelming. She thanked all those who volunteered for Christmas Sharing and wished everyone a Merry Christmas and Happy New Year.

Trustee Manzullo thanked those individuals who spoke at the Listening Post regarding the ban on synthetic marijuana and stated he felt that all municipalities should pass a synthetic marijuana law to go along with the State law that goes into effect on January 1. He thanked the Plan Commission and Community Development Department for all their hard work and for making the permitting process easier for businesses. He wished everyone a Merry Christmas and Happy New Year and asked everyone to keep our troops in their thoughts and prayers.

Trustee Weiss wished the Village Board and Staff a Merry Christmas and Happy New Year.

Trustee Schwarze commented that Cool Cities currently has 88 residents signed up for the CUB Energy Savings Program. To further the goal of signing up more residents for the Energy Saver Program, Cool Cities would like to enlist Citizen's Utility Board Outreach Director Sarah Moskowitz to do a video to play on the local cable channel. District 93 has put together a district wide environmental committee and is implementing many initiatives to promote environmental awareness. He encouraged residents to do their last minute shopping in Carol Stream and wished everyone a Merry Christmas and Happy New Year.

Trustee McCarthy commented that there is a need to educate schools on the new synthetic drugs. Manager Breinig stated that a news release will go out this week and the School Resource Officer will be visiting schools to educate them on the dangers of synthetic drugs. He thanked everyone for helping distribute toys and food for the Christmas Sharing Program and in particular he thanked the Police Department and Social Services Unit for coordinating the effort. He thanked Joe Cotton Ford for closing their dealership to host Santa's Workshop where toys were distributed. The Youth Council helped raise \$1,600 and stuffed 500 stockings for the needy. He thanked all those who helped with the Christmas Sharing Program and wished everyone a Merry Christmas and Happy New Year.

Village clerk Melody commented that the schedule of 2012 official meeting dates is included in the Village Board agenda packet. She commented on the dangers of synthetic drugs and wished everyone a Merry Christmas and Happy New Year.

Manager Breinig commented on the dangers of synthetic drugs and the need for parents to speak to their teenage children about the danger of using such substances. He commented on the unique way in which the Village provides food and toys to residents through the Christmas Sharing program and that it is done with dignity and respect. He stated that the building permit was issued to the Park District for the new recreation center and is ready to move forward. On behalf of Village staff he wished the community a Merry Christmas and Happy New Year.

Mayor Saverino commented on the value of CERT to the community and assistance provided to the Village and community. He thanked all those who volunteered for Christmas Sharing and Joe Cotton Ford for his generosity. Between December 10 and the 17th ComEd had 50 crews out on the 10th cutting trees along the creek and park to enhance system reliability. He stated how important it was that the Village passed the ordinance prohibiting possession of synthetic marijuana. He wished everyone a Merry Christmas and Happy New

Year. He thanked staff and the Village Board for working so close together to get so much done this year.

Manager Breinig stated that the next regularly scheduled Board meeting on January 2, 2012 has been cancelled for lack of agenda items and the next regularly scheduled meeting after that on January 16, 2012 has been rescheduled to January 17, 2012 in observance of Martin Luther King's birthday.

At 8:54 p.m. Trustee Schwarze moved and Trustee McCarthy made the second to adjourn the meeting to executive session to discuss collective negotiating matters and continued employment of a specific employee. There will be no Village action taken as a result of the executive session. The results of the roll call vote were as follows:

Ayes:	5	Trustees Frusolone, Manzzullo, Weiss, Schwarze and McCarthy
Nays :	0	
Absent:	1	Trustee Fenner

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

Beth Melody, Village Clerk

RESOLUTION NO. 2566

**A RESOLUTION HONORING FRANK MOORE
UPON HIS RETIREMENT FROM THE
VILLAGE OF CAROL STREAM POLICE DEPARTMENT**

WHEREAS, Frank Moore joined the Carol Stream Police Department as a Patrol Officer on December 27, 1985; and,

WHEREAS, Frank Moore served as a DARE Officer from 1990 to 1999; and,

WHEREAS, Frank Moore served as a Detective from August 1996 to June 1997; and,

WHEREAS, Frank Moore served as a BATTLE Investigator from May 2006 to November 2010; and

WHEREAS, Frank Moore has made the decision to retire from public service with the Village of Carol Stream Police Department.

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

1. Officer Frank Moore's service and dedication to the Village of Carol Stream and accomplishments in the field of law enforcement are hereby recognized and commended.
2. Officer Frank Moore is wished the very best of happiness and health in his retirement.

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

PASSED AND APPROVED ON THIS 17th DAY OF JANUARY 2012.

AYES:
NAYS:
ABSENT:

Pamela J. Fenner, Mayor Pro-Tem

ATTEST:

Beth Melody, Village Clerk

RESOLUTION NO. 2567

**A RESOLUTION HONORING GLENN HARKER
FOR HIS 20 YEARS OF SERVICE WITH THE
VILLAGE OF CAROL STREAM**

WHEREAS, Glenn Harker joined the Carol Stream Police Department as a Police Officer on January 6, 1992; and,

WHEREAS, Glenn Harker was promoted to the rank of Sergeant on November 21, 2011; and,

WHEREAS, Glenn Harker has been employed as a public servant for twenty years with the Village of Carol Stream Police Department.

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

1. Sergeant Glenn Harker's service and dedication to the Village of Carol Stream and accomplishments in the field of law enforcement are hereby recognized and commended.
2. Sergeant Glenn Harker is wished the very best of happiness and health in the future.

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

PASSED AND APPROVED ON THIS 17th DAY OF JANUARY 2012.

AYES:

NAYS:

ABSENT:

Pamela J. Fenner, Mayor Pro-Tem

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

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

DATE: January 12, 2012

RE: **Agenda Item for the Village Board Meeting of January 17, 2012 - Annexation Agreement (Preannexation) for the LaMantia Property at 28W251 Trieste Lane as Part of the Southwest Water Main Extension Project**

PURPOSE

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

BACKGROUND

In 2010, the Village of Carol Stream initiated the Southwest Water Main Extension Project in order to extend its public water supply system into the Southwest Planning Area, which includes the unincorporated areas to the southwest of the Village's boundaries. The project was initiated as a result of an identified need to bring the public water supply to the Southwest Planning Area after several private residential wells were found to be contaminated. As per the direction of the Village Board, any property owner along the route of the new water main may apply for a permit from the Village of Carol Stream to connect to the public water system. However, it is a condition of approval of such connection that the property owner(s) first enter into a preannexation agreement with the Village of Carol Stream for future annexation of the property at such time as it becomes contiguous to the Village boundary.

The LaMantia property at 28W251 Trieste Lane happens to be located along the route of the proposed water main, and in fact, the water main must cross the property between the Benjamin School property to the south and the Trieste Lane public right-of-way to the north. A public utility easement is required in order for the water main to be constructed within the LaMantia property.

DISCUSSION

The attached agreement was developed by the Village Attorney and the LaMantia attorney. Staff has reviewed that agreement, and we find it acceptable. For the Board's information, staff wishes to highlight a few key elements of the agreement.

- 1. Grant of Easements.** Sections 7 through 11 of the agreement address grants of easements, easement rights, construction and maintenance. The owner is granting the Village a permanent utility easement and a temporary construction easement for the construction of the water main in return for compensation of \$10,000.
- 2. Connection to Village Utilities.** Section 13 addresses connection to Village utilities. In the event the owner wishes to connect to the new water main prior to annexation, the tap-on fee would be waived and no recapture fee would be assessed. The water rate would be the customary 150% non-resident rate. The owner would be permitted to continue use of the existing well for the non-potable purpose of landscape irrigation. Upon annexation, the owner would be required to connect to Village utilities and disconnect the existing well.
- 3. Regulatory Codes.** Per Section 14, until the property is annexed, it is subject to the prevailing codes and ordinances of DuPage County.
- 4. Zoning.** Sections 15 and 16 address the zoning and use of the property. The owner affirms that the property will be used for single-family residential purposes only. Upon annexation, the property would be zoned R-1 One-Family Residence District, which is the obligatory initial zoning of a property upon annexation to the Village.
- 5. Annexation Fees.** As noted in Section 18, in the event of annexation, customary annexation fees would be assessed.

RECOMMENDATION

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

RJG:bg

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**ANNEXATION AGREEMENT
SOUTHWEST WATER MAIN EXTENSION AREA**

This Agreement made and entered into this 22nd day of December, 2011,
by and between the Village of Carol Stream, an Illinois municipal corporation
(hereinafter referred to as the "Village") and Chicago Title Land Trust Company,
successor Trustee to American National Bank and Trust Company of Chicago, as
Trustee under Trust Agreement dated April 5, 1996 and known as Trust Number
5043-AH (hereinafter referred to as the "Owner").

WITNESSETH:

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

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

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

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

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

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

44 1. The provisions of the preamble hereinabove set forth are hereby restated
45 and incorporated herein by reference.

46 2. The Owner, within thirty (30) days after a written notice from the Village
47 indicating that the Property is now contiguous to the Village, shall submit to the
48 Village an executed Petition for Annexation and plat of annexation in the form
49 provided by law. The Owner shall pay all fees associated with the annexation
50 including publication fees and recording fees.

51 3. This Agreement shall be binding upon the Owner, as well as the Owner's
52 successors, assigns and heirs. This Agreement shall constitute a covenant running
53 with the land and shall be binding upon all persons taking any interest or right in the
54 Property after the date of the execution of this Agreement. Any person acquiring any
55 rights or interest in the Property after the date of this Agreement shall be bound by the
56 terms thereof and shall be deemed to have accepted and approved this Agreement in
57 full. The Property may not be annexed to any City or Village other than the Village of
58 Carol Stream during the term of this Agreement.

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

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

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

83 7. The Owner hereby grants to the Village a permanent, perpetual and
84 exclusive easement for the right, privilege and authority to construct, install,
85 reconstruct, replace, remove, repair, alter, inspect, and maintain an underground
86 water main and all facilities incidental thereto (the "Water Main"), in, on, upon,
87 through, across and under the portion of the Owner's Property in the area legally
88 described and depicted on Exhibit B attached hereto (the "Easement Premises"),
89 together with the right of entry upon the Owner's Property in order to construct,
90 install, reconstruct replace, remove, repair, alter, inspect and maintain the Water
91 Main. The Village shall not construct any above ground facilities upon the easement
92 premises without the consent of the Owner.

93 8. The Owner hereby grants to the Village a Temporary Construction
94 Easement in the area legally described and depicted as Temporary Construction
95 easement on Exhibit B attached hereto, for the purpose of constructing and installing
96 the Water Main, which Temporary Construction Easement shall be in effect beginning
97 on a date selected by the Village upon not less than thirty (30) days written notice to
98 the Owner (the "Temporary Easement Commencement Date"), and shall remain in
99 effect only for a period of twelve (12) consecutive months after the Temporary
100 Easement Commencement Date or until the completion of the Project, whichever is the
101 earlier (the "Temporary Easement Period").

102 9. The Village agrees to pay the Owner the sum of Ten thousand dollars as
103 compensation for the Permanent and Temporary Easements granted herein within 30
104 days of the date of execution of the Agreement..

105 10. All installation, maintenance and repair done by the Village hereunder
106 shall be done with a minimum of interference with The Owner's use of the Property,
107 including the Easement Premises. The Village covenants and agrees to restore, at its

108 sole cost and expense, all portions of the Property to a condition equal to or better
109 than that existing immediately preceding any work conducted, including, without
110 limitation, repairing and replacing landscaping, shrubbery, trees and grass areas. Any
111 such restoration shall be commenced as soon as practicable following the Village's
112 completion of the work it may from time to time perform hereunder.

113 11. The Owner hereby agrees with the Village that the officers, agents or
114 employees of the Village whenever elected, appointed or hired, may at any and all
115 times designated herein, when necessary and convenient to do so, go in, on, upon,
116 over and across the Easement Premises, and do and perform any and all acts
117 necessary or convenient to the carrying into effect the purposes for which this Grant
118 and the easements created hereby are made, and that the Owner shall not disturb,
119 molest, injure or in any manner interfere with, or in any way restrict access to, the
120 aforesaid improvements, and activities incidental hereto.

121 12. The Owner shall not be required to pay for any recapture of Village's costs
122 to construct and install the village water main within the Easement Premises.

123 13. Prior to annexation of the Property, at such time as the Village's water
124 system or sewer system has been constructed becomes available to and abuts the
125 Property, the Owner shall be allowed to connect to the municipal water or sewer
126 system. After annexation of the Property, the Owner shall connect to the municipal
127 water or sewer system as required by the ordinances of the Village of Carol Stream.
128 The Owner shall be responsible to construct, at their sole cost and expense, the
129 private service lines necessary to connect to the municipal water or sewer system.
130 Prior to connection, the Owner shall, at their own cost and expense: a) disconnect the
131 current water service from any existing well and eliminate any cross connections; b)
132 discontinue use of any existing well as a potable water supply; and c) execute an

133 Application and Consent to Rules – Carol Stream Water Service User, Exhibit C
134 attached hereto. The Owner shall be allowed to use the existing well solely for the non-
135 potable purpose of landscape watering and shall be prohibited from use of any wells
136 for potable purposes. In the event that the well is determined to be contaminated, is
137 found to be used for potable purposes or is determined to be cross connected with the
138 Village’s water system, the Owner shall be required to abandon and cap the well in
139 accordance with applicable law. The Owner shall abide by the same ordinances, laws,
140 rules and regulations with respect to water and sewer service as consumers and
141 customers within the corporate limits of the Village, including, but is not limited to,
142 any sprinkling bans or limitations which may be impose by the Village. The Owner
143 shall not be required to pay the regular tap on connection fee. Until the Property is
144 annexed to the Village, the Owner shall pay 150% of the customary water charges
145 applicable to uses within the Village.

146 14. Prior to annexation of the Property, except as provided in Section 9
147 herein, all construction, reconstruction and repairs, including but not limited to
148 electrical, plumbing, heating and air conditioning, sanitation systems, building safety
149 and fire prevention, shall be conducted in accordance with the applicable laws and
150 ordinances of the County of Du Page including the County’s bulk zoning ordinances.

151 15. The Owner acknowledges and affirms that the Property is currently used
152 and in the future shall be used for single family residential purposes only. Prior to
153 annexation of the Property, all construction, reconstruction, repairs, development or
154 improvements: a) of non-residential accessory uses or structures, b) that constitute a
155 change in use from single family residential or c) that would require subdivision or
156 planned unit development approval pursuant to the ordinances of the Village, shall be

157 conducted in accordance with the laws and ordinances of the Village of Carol Stream
158 and shall be subject to Village approval.

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

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

168 18. Upon annexation, the Owner shall pay the annexation fees to the Village
169 as currently set forth within the Village ordinances. These shall be the only
170 annexation fees payable.

171 19. Where land annexed to the Village is not annexed to any fire protection
172 district or park district, the Owner shall promptly, upon annexation to the Village,
173 petition for annexation to the Carol Stream Park District and the Carol Stream Fire
174 Protection District.

175 20. In addition to any other power residing in the Village to enforce the terms
176 and conditions of this Agreement, such as a suit for damages or specific performance,
177 the Village may cut off water service provided by the Village to the Property for failure
178 of the Owner to comply with the provisions of Paragraphs 2. 4. 6. or 13 of this
179 Agreement.

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

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

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

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

198 25. Owner shall cooperate with the Village and shall perform any and all acts
199 necessary to receive the consent of any mortgagee of the Property to this Agreement
200 and the Easements provided herein.

201 26. The undersigned Owner represents and affirms that it constitutes all
202 Owners of the Property and that it has full authority and power to sign the Agreement,
203 easements and any petitions submitted hereunder pursuant to a Letter of Direction
204 executed by all of the beneficial interest holders of the Trust acknowledging that they

205 agree to the terms of this Agreement, and that Owner has not and will not take any
206 action to change ownership in the Property until after this Agreement is recorded.
207 Owner shall provide a copy of the Letter of Direction to the Village.

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

211

212 OWNER VILLAGE OF CAROL STREAM
213 Chicago Title Land Trust Company,
214 successor Trustee to American National
215 Bank and Trust Company of Chicago,
216 as Trustee under Trust Agreement dated
217 April 5, 1996 and known as Trust Number
218 5043-AH and not personally
219

220
221 By: Eva Higi
222 Eva Higi
223 (print name)
224 Title: Trust Officer
225

By: _____

(print name)

226 Attest: _____
227 Village Clerk
228

229 **This instrument is executed by the undersigned Land Trustee, not personally but solely as**
230 **Trustee in the exercise of the power and authority conferred upon and vested in it as such**
231 **Trustee. It is expressly understood and agreed that all the warranties, indemnities, represent-**
232 **ations, covenants, undertakings and agreements herein made on the part of the Trustee**
233 **are undertaken by it solely in its capacity as Trustee and not personally. No personal**
234 **liability or personal responsibility is assumed by or shall at any time be asserted or**
235 **enforceable against the Trustee on account of any warranty, indemnity, representation,**
236 **covenant, undertaking or agreement of the Trustee in this instrument.**
237
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Mortgage Service Center
2001 Bishops Gate Boulevard
Mount Laurel, New Jersey 08054
Attn: Special Loans Dept, SV13

Re: Consent to Easement and Annexation Agreement
Loan Number 7102739401
Property Address: 28 West 251 Trieste Lane, West Chicago, Illinois 60185-1481

To whom it may concern:

We, the undersigned borrowers for the above referenced loan authorize Merrill Lynch Home Loans to discuss any and all matters relating to the easement and annexation agreement for our property at 28 West 251 Trieste Lane, West Chicago, Illinois 60185-1481, with our attorneys, Wallace Solberg or Greg Solberg or the attorneys for the Village of Carol Stream, James A. Rhodes or Jason Guisinger.

Very truly yours,


Jo Ann LaMantia

EXHIBIT A

LEGAL DESCRIPTION

Lot 1 in Trieste Lane Subdivision being a subdivision of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 26, Township 40 North, Range 9, East of the Third Principal Meridian, according to the Plat thereof recorded June 27, 1990 as Document No. R90-079216 in DuPage County, Illinois.

Address of Property: 28 West 251 Trieste, West Chicago, Illinois
Permanent Index Number: 01-26-403-024

PLAT OF EASEMENT

WATERMAIN EASEMENT LEGAL DESCRIPTION

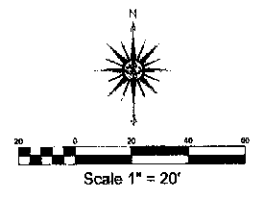
THE EAST 10 FEET OF LOT 1 IN TRIESTE LANE SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN RECORDED JUNE 27, 1998 AS DOCUMENT R90-079218, IN DUPAGE COUNTY, ILLINOIS.

TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

THE WEST 20 FEET OF THE EAST 30 FEET OF LOT 1 IN TRIESTE LANE SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN RECORDED JUNE 27, 1998 AS DOCUMENT R90-079218, IN DUPAGE COUNTY, ILLINOIS.

WATERMAIN EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF CAROL STREAM, ILLINOIS, WHERE EASEMENT IS INDICATED BY A DASHED LINE AND SHIPPED OR COULD WATERMAIN EASEMENT, (PERMANENT PREMISES), TO INSTALL, CONSTRUCT, OPERATE, MAINTAIN, REPAIR AND RENEW ITS WATER MAIN AND/OR FORCE MAIN AND ALL OTHER APPURTENANCES OR FACILITIES, WHICH MAY BE USED IN CONNECTION WITH THE WATER MAIN AND TO LOCATE AND EXCAVATE THE SURFACE THEREOF FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING OR RENEWING ANY WATER MAIN. ANY EXCAVATION OR OTHER WORK INVOLVED IN THE OPENING OF ANY PORTION OF THE EASEMENT PREMISES AND ANY LAND ADJACENT THEREOF THEREBY AFFECTED SHALL BE COMPLETED IN A REASONABLE TIME AND AFTER COMPLETION OF SAID EXCAVATION OR OTHER WORK, THE SURFACE OF SUCH PORTION OF THE EASEMENT PREMISES AND ADJACENT LAND SHALL BE RESTORED, AT THE VILLAGE'S EXPENSE AND IN A PROPER MANNER, TO THE CONDITION AS BEFORE SAID OPENING. NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON THE EASEMENT PREMISES, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT INTERFERE THEN OR LATER WITH THE FOREGOING USES OR RIGHTS HEREIN GRANTED AND PROVIDED THE ESTABLISHED GROUND ELEVATIONS REMAIN UNCHANGED ON THE EASEMENT PREMISES.



VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF DUPAGE) S.S.
 ACCEPTED AND APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF CAROL STREAM, ILLINOIS:
 DATED THIS _____ DAY OF _____, 20____
 BY: _____ PRESIDENT
 ATTEST: _____ VILLAGE CLERK

MORTGAGE CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF _____) S.S.
 THIS IS TO CERTIFY THAT I, THE UNDERSIGNED, AS AN AUTHORIZED AGENT UNDER THE PROVISIONS OF A MORTGAGE AGREEMENT DATED _____ AND RECORDED ON _____ IN DUPAGE COUNTY, ILLINOIS AS DOCUMENT NUMBER _____ HEREBY CERTIFY THAT _____ IS THE MORTGAGEE OF THE PROPERTY DESCRIBED AND SHOWN ON THE PLAT HEREON, AND THAT AS SUCH IT DOES HEREBY ACKNOWLEDGE THE PROVISIONS OF THE CERTIFICATE AFFIXED HERETO.
 DATED THIS _____ DAY OF _____, 20____
 BY: _____
 PRINT NAME & TITLE: _____

NOTARY CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF _____) S.S.
 I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT THE FOREGOING SIGNATOR OF THE MORTGAGE CERTIFICATE IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS MORTGAGEE, APPROVED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGE THAT THEY SIGNED AND DELIVERED SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.
 GIVEN UNDER MY HAND AND NOTARY SEAL THIS _____ DAY OF _____, 20____
 NOTARY PUBLIC (SEAL)

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF DUPAGE) S.S.
 I, _____ COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.
 I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.
 DUPAGE COUNTY CLERK (SEAL)
 DATED THIS _____ DAY OF _____, 20____

COUNTY RECORDER'S CERTIFICATE

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

TEMPORARY CONSTRUCTION EASEMENT PROVISIONS

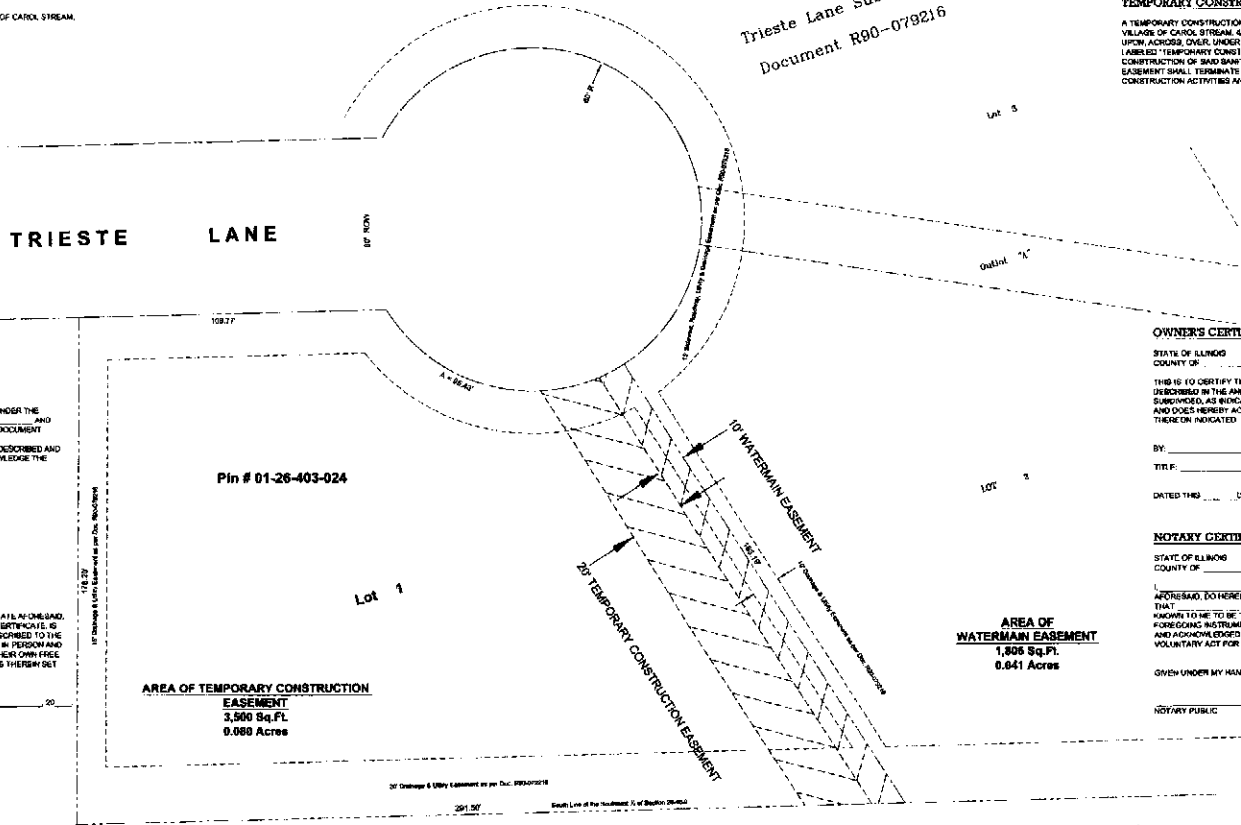
A TEMPORARY CONSTRUCTION EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF CAROL STREAM, ILLINOIS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS IN, OR UPON ACQUISITION, UNDER AND THROUGH THE AREA SHOWN BY A HEAVY DASHED LINE AND LABELED "TEMPORARY CONSTRUCTION EASEMENT" HEREON DRAWN FOR THE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

OWNERS CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF _____) S.S.
 THIS IS TO CERTIFY THAT _____ IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.
 BY: _____ ATTEST: _____
 TITLE: _____
 DATED THIS _____ DAY OF _____, 20____

NOTARY CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF _____) S.S.
 I, _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT _____ ARE PERSONALLY KNOWN TO ME TO BE THE SAID PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGE THAT THEY SIGNED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.
 GIVEN UNDER MY HAND AND NOTARY SEAL THIS _____ DAY OF _____, 20____
 NOTARY PUBLIC (SEAL)



AREA OF TEMPORARY CONSTRUCTION EASEMENT
 3,500 Sq. Ft.
 0.080 Acres

AREA OF WATERMAIN EASEMENT
 1,806 Sq. Ft.
 0.041 Acres



STATE OF ILLINOIS)
 COUNTY OF MOHAWK)
 I HEREBY CERTIFY THAT I HAVE SURVEYED THE PARCEL OF LAND DESCRIBED ABOVE. THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY AND CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
 DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
 BAXTER & WOODMAN CONSULTING ENGINEERS
 DATE June 8, 2011 BY [Signature]
 ANTHONY S. BAXTER, P.L.S., P.E.
 PROFESSIONAL LAND SURVEYOR
 ILLINOIS NO. 035-02393
 MY PROFESSIONAL LICENSE RENEWAL DATE IS 11/30/2012

PLAT OF EASEMENT

Baxter & Woodman
 Crystal Lake, Illinois 815.453.1200

NOT RECORDED BOARD CERTIFICATE
 PHONE: 815-453-1200 • FAX: 815-453-1200

DRAWN BY: AXB	DATE	REVISIONS
CHECKED BY: AXB		
S.T.R. 26-68	SCALE: 1" = 20'	JOB NO. 070987
CLIENT: Village of Carol Stream		

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EXHIBIT B

EXHIBIT C

APPLICATION AND CONSENT TO RULES CAROL STREAM WATER SERVICE USER

The Applicant certifies that he/she/they are the owners or beneficial interest holders ("Owners") of the Property with the common street address of: 28 West 251 Trieste, West Chicago, Illinois 60185. This form is an application to receive water from the Village of Carol Stream ("Village") potable water system at the above-specified address and to consent to the rules instituted from time-to-time by ordinance or administrative rule of the Village, or by State statute, which provides the terms and conditions under which residential water users may receive potable water service from the Village.

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

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

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

1. The water service connection and the well system plumbing must meet the requirements of the current edition of the Illinois Plumbing Code.
2. The private well must be used strictly for irrigation of lawn and landscaping.
3. The installation must be approved by the Village's building official as providing positive separation between the public water supply system and the private well system.
4. The property owner must consent to inspections by the Village of Carol Stream at reasonable hours for the purpose of ensuring that positive separation exists between the public water supply system and the private well system.
5. The well must comply with the requirements of the DuPage County Health Department.

**APPLICATION AND CONSENT TO RULES
CAROL STREAM WATER SERVICE USER**

6. A notice of supplemental well must be recorded on the property title in accordance with the requirements of the DuPage County Health Department.
7. The well must be inspected and sampled at the owners' expense by the DuPage County Health Department.
8. The well must be tested annually at the owners' expense, and the results provided to the Village within seven working days.
9. If the private well is ever found to be contaminated, it must be capped and taken out of service in accordance with the requirements of the DuPage County Health Department.
10. If contamination is found to exist in another well in the vicinity of the property, and the Village determines that there is reasonable cause to conclude that the threat of contamination exists, then the private well must be capped and taken out of service in accordance with the requirements of the DuPage County Health Department.

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

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

Dated: _____

OWNERS:

AGENDA ITEM

G-1 1-17-2012

Village of Carol Stream INTER-DEPARTMENTAL MEMO

TO: Joseph E. Breinig, Village Manager

FROM: Robert Mellor, Assistant Village Manager *Rm*

DATE: January 12, 2012

RE: Award of Contract – Janitorial Services

The Village utilizes various outside contractors to perform ongoing facility maintenance and upkeep such as janitorial cleaning services. We have contracted with Uni-Max Management Corp. for several years to clean the Municipal and Public Works Centers. Bid specifications were prepared and notices sent to 15 janitorial companies who had expressed an interest in performing services for the Village in the past. A notice to bid was also placed in the Daily Herald. Pre-bid inspections were conducted to allow janitorial companies to view the locations to be cleaned and to ask questions regarding the bid. On Wednesday, January 11th, sealed bids from 13 companies were opened and publicly read aloud. The results of the bid opening were as follows:

Janitorial Services Contractor	Monthly Costs		Misc. 1x Costs	Total Annual Bid	1 x Initial Cleanup	Avg. Daily Hrs.
	Municipal Center	Public Works Center				
Alpha Bldg. Maint. Service, Inc. Homer Glen	\$950	\$480	\$8,515	\$25,675	\$500	10
Eco Clean Maintenance, Inc. Chicago, Illinois	\$1,365	\$720	\$1,225	\$26,245	\$450	10
Majesty Maintenance, Inc. Wood Dale, Illinois	\$1,141	\$614	\$6,600	\$27,660	\$3,870	10
Uni-Max Management Corp. Glenview, Illinois	\$1,850	\$400	\$2,735	\$29,735	\$0	12
Unlimited Services, Inc. Elk Grove Village, Illinois	\$1,660	\$590	\$4,450	\$31,450	\$300	14
GSF USA, Inc. Buffalo Grove, Illinois	\$2,050	\$450	\$7,928	\$37,928	\$0	10
MultiSystem Management Co. Schaumburg, Illinois	\$1,165.50	\$482.50	Included	\$25,776	\$450	0
Total Facility Maintenance, Inc. Wood Dale, Illinois	\$750	\$300	\$9,180	\$21,780	\$2,500	4

Janitorial Bid Proposal

Prepared

for

Village of Carol Stream
500 N. Gary Avenue
Carol Stream, Illinois 60188

by

Alpha Building Maintenance Service, Inc.



Janitorial Services Contractor	Monthly Costs		Misc. 1x Costs*	Total Annual Bid	1 x Initial Cleanup	Avg. Daily Hrs.
	Municipal Center	Public Works Center				
BuildingStars Commercial Cleaning Downers Grove, Illinois	\$1,780	\$500	Included	\$27,360	\$150	10
Perfect Cleaning Service Chicago, Illinois	\$2,100	\$450	\$1,150	\$31,750	\$0	0
FM Plus Green, Ltd. McHenry, Illinois	\$1,611	\$408	\$4,545	\$28,767	\$3,854	10
Imperial Service Systems, Inc. Lombard, Illinois	\$1,556	\$488	\$9,120	\$33,576	\$300	10.5
Best Quality Cleaning, Inc. Franklin Park, Illinois	\$1,375	\$445	\$2,925	\$56,940	\$550	9

* Miscellaneous 1x costs include intermittent cleaning of carpets, floors, windows and upholstery

Staff reviewed each proposal for completeness and checked references on the low bidders. The bids listed below were deficient in the following areas:

Bidder	Deficiency
Total Facility Maintenance, Inc. Wood Dale, Illinois	Average daily hours of work below specified 10-hour minimum.
MultiSystem Management Co. Schaumburg, Illinois	Average daily hours of work below specified 10-hour minimum.
BuildingStars Commercial Cleaning Downers Grove, Illinois	Insufficient Bid Bond was below 5%.
Perfect Cleaning Service Chicago, Illinois	Average daily hours of work below specified 10-hour minimum.
FM Plus Green, Ltd. McHenry, Illinois	Math error in total annual bid cost.
Imperial Service Systems, Inc. Lombard, Illinois	Math error in total annual bid cost.
Best Quality Cleaning, Inc. Franklin Park, Illinois	Math error in total annual bid cost & average daily hours of work below specified 10-hour minimum.

Staff Recommendation

Our current contract cost for janitorial cleaning services with Uni-Max is \$29,952. The lowest responsible and responsive bid was received from Alpha Building Maintenance Service, Inc. in the amount of \$25,675 for the first 12 months of cleaning services. Alpha also uses environmentally friendly cleaning products which the Village encourages. References for Alpha were checked and came back positive. **Staff recommends awarding the bid for an initial term of 15 months beginning February 1, 2012 to align the contract with the Village's fiscal year. It is recommended that the contract for janitorial service for the Village Hall and Public Works Center be awarded to Alpha Building Maintenance Service, Inc. in the amounts specified in their bid packet with the option for the Village Board to renew the contract for a second year subject to satisfactory performance during the preceding year.** There are sufficient funds available in the current fiscal year 2012 budget and proposed fiscal year 2013 budget to pay for these expenditures. I am available should you have any questions.

1,000,000 aggregate

- b. Included Coverage (Shall be in comprehensive form)
 - Premises and Operations
 - Independent Contractors Contractual
 - Completed Operations (Continue coverage in force for one year after completion or work)
 - Bodily Injury - include personal injury
 - Property Damage - include Broad Form, - write on occurrence basis
 - Property Damage - remove "X,C,U," exclusions

3. Automobile Liability

- a. Minimum limits:
 - Bodily Injury \$1,000,000 each person
- \$1,000,000 each occurrence
 - Property Damage \$1,000,000 each occurrence
- b. Included Coverage (Shall be in Comprehensive Form)
 - Owner vehicles
 - Non-owned vehicles
 - Hired vehicles
 - Property Damage - occurrence basis

4. The Contractor shall also purchase and maintain such insurance as will protect the Owner and their agents and their employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom; and (2) is caused in whole or in part by any negligent act of omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party to whom insurance is afforded pursuant to this subparagraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under Workers Compensation Acts, disability benefit acts or other employee benefit acts.

5. For all responsibilities covered by the specifications, the total monthly cost is:
\$ 950.00 for the Village Hall facility.
\$ 480.00 for the Public Works Center.

(Below not to be included in the monthly charge)

Seperate line items

- \$ 385.00 for 1 yearly cleaning of upholstered chairs.
- \$ 4,950.00 for 2 stripping and waxin of tile floors.
- \$ 2,280.00 for 2 carpet cleanings.
- \$ 900.00 for 2 outside window cleanings.

Grand Total for both facilities including line items.
\$ 25,675.00

The total average daily cleaning hours proposed for all two facilities is:

10

For additional and/or emergency service required the hourly rate per person is:

\$ 24.50

\$500.00 one-time initial cleanup cost at start of new contract (if required)

6. The undersigned agrees that if awarded the contract, he/she will comply with all requirements as herein set forth.

7. IF INDIVIDUAL BUSINESS:

(Signature of Bidder)

(Business Address)

8. IF A CO-PARTNERSHIP:

(Firm Name)

(Business Address)

Names and address of all Firm Members:

9. IF A CORPORATION

(Corporate Seal)

(Corporate Name) Alpha Building Maintenance Service, Inc.

(Business Address) 12713 Hadley Road, Homer Glen, Illinois 60491

(Signature of Officer) *Lorraine Grant*

Names of officers

(President) Lorraine Grab

(Secretary) Wayne Baxtrom

(Treasurer) Lorraine Grab

ATTEST:

(Secretary)

10. IF A JOINT VENTURE:

(Corporate Seal)

(Name of Joint Venture)

(Signature of Joint Venture Owner)

(Signature of Joint Venture Owner)

(Business Address)

ATTEST:

(Secretary)

CONTRACT

1. THIS AGREEMENT, made and concluded this _____ day of _____
_____ 20 _____

between _____ The Village of Carol Stream _____

acting by and through the _____ Mayor and Board of Trustees _____

known as the party of the first part, and _____ Alpha Building Maintenance Service, Inc. _____

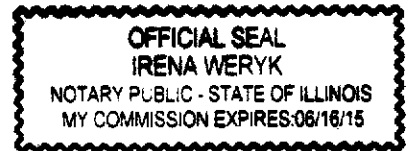
his/their executors, administrators, successors or assigns, known as the party of the second part.

2. WITNESSETH: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents the party of the second part agrees with said party of the first part of his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described and in full compliance with all of the plans of this agreement and the requirements of the Village under it.

3. And it is also being understood and agreed to that the Notice to Bid, Proposal and Contract Bond, the Specifications and Addendum(s) hereto attached or as have been issued are all essential documents of this contract and are parts hereof.

4. IN WITNESS THEREOF, the said parties have executed these presents on the date above mentioned.

For the Owner Lorraine Grab
Party of the First Part *Lorraine Grab*



ATTEST:
(Owner) *Weryk*
Treasurer or
Notary Public

Clerk/Secretary- *Irena Weryk*

By
(Signature)
MUNICIPAL OR CORPORATE SEAL

(Officer's Name) Lorraine Grab

State of Illinois _____ Ss. _____

County of Will _____

I, IRENA WERYK, a Notary Public in and for said county, in the

State aforesaid, do hereby certify that Alpha Building Maintenance Service, Inc. and

Lorraine Grab to me personally known to be

PRESIDENT AND SECRETARY respectively of Alpha Building Maintenance Service, Inc.

a CORPORATION, and also known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such president and secretary respectively they signed, sealed, and delivered the said instrument as the free and voluntary act of said corporation, for the uses and purposes therein set forth, and that they were duly authorized to execute the same by the board of directors of said corporation.

Given under my hand and Notarial seal this 10th day of JANUARY, AD 2012

Notary Public
State of ILLINOIS
Ss.



Irena Weryk

County of COOK

I, IRENA WERYK, a Notary Public in and for said

County, in the State aforesaid, does hereby certify that Alpha Building Maintenance Service, Inc.

who is personally known to be the same person who signed the above and foregoing

instrument as the ATTORNEY IN FACT for Alpha Building Maintenance
Services, Inc.

appeared before me this day in person and acknowledged that he signed the name
of

thereto, as his Principal, and his own

name as ATTORNEY IN FACT, as the free and voluntary act of his said Principal
for the uses and purposes therein set forth, and that he executed the said
instrument under authority given him by said Principal.

NOW THEREFORE, if the said Principal shall well and truly perform said work in
accordance with the term of said contract, and shall pay all sums of money due or
to become due for any labor, materials apparatus, fixture or machinery furnished
to him for the purpose of performing such work, and shall commence and
complete the work within the time prescribed in said contract, and shall pay and
discharge all damages, direct and indirect, that may be suffered or sustained on
account of such work during the time of the performance thereof and until the said
work shall have been accepted, and shall hold the aforesaid Owner and its or his
agents harmless on account of any such damages, and shall in all respects fully
and faithfully comply with all the provisions, conditions, and requirements of said
contract, then this obligation to the void; otherwise to remain in full force and
effect.

Approved this _____ day of _____ IN WITNESS WHEREOF, We have duly
_____, AD 20___, executed the foregoing obligation this

Mayor and Board of Trustees _____ day of _____ AD 20___
(Governing Body or Owner)

By _____ Corporate Name _____
(Officer's Name)

ATTEST:

For Village of Carol Stream _____
(Owner's Name)

By _____
(President)

(Clerk or Notary Public)

ATTEST _____
(Secretary)

(Seal)

By _____
(Attorney in Fact) (Seal)

MUNICIPAL OR CORPORATE SEAL

By _____
(Attorney in Fact) (Seal)

**FOR THE CONTRACTOR
PARTY OF THE SECOND PART**

If A Corporation:

ATTEST:

(Corporate Name) Alpha Building Maintenance Service, Inc.

By Lorraine Grab _____ 01/10/12

(Officer's Name) Lorraine Grab

(Secretary)

(Title) PRESIDENT

CORPORATE SEAL:

If A Co-Partnership:

(SEAL)

(SEAL)

(SEAL)

Partners Doing Business under the Firm Name Of:

(SEAL)

(Party of the Second Part)

If an Individual:

(SEAL)

(SEAL)

(Party of the Second Part)

If a Joint Venture:

ATTEST: _____

(Contractor's Name)

(Secretary)

By _____ CORPORATE SEAL

(Signature)

(Officer's Name)

(Title)

AND

ATTEST: _____

(Contractor's Name)

(Secretary)

By _____

(Signature)

(Officer's Name)

(Title)

DOING BUSINESS AS JOINT VENIURE

Given Under my Hand and Notarial Seal, this _____ day of _____ AD 20_.

(Notary Public)

**VENDOR CERTIFICATION OF COMPLIANCE
WITH PUBLIC ACT 85-1295**



Irena Weryk

All Vendors providing goods and/or services to the Village of Carol Stream shall complete this form as part of the agreement to provide said goods/services.

I, *Lorraine Grab* certify that Alpha Building Maintenance Service, Inc.

Name of Business

(Business address and telephone number)


is not barred from bidding on the contract as a result of a violation of either Section 33E-3 prohibiting bid-rigging or 33E-4 prohibiting bid rotating, or any other provision of Public Act 85-1295.

AGENDA ITEM

G-2 1-17-2012

Village of Carol Stream Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: January 11, 2012

RE: Recommendation to Enter Into an Agreement for Engineering Design and Bid Assistance Services --LED Street Light Upgrade Project -- Rempe-Sharpe & Associates

Several years ago the Village began introducing LED lighting via a small annual replacement program (10 – 12 units), wherein specifications and bidding were handled by Public Works staff. However, the project has been expanded due in part to the infusion of grant funding (DCEO) which will allow for significant progress to be made over the next two years. Over the next two fiscal years the CIP anticipates the removal of existing equipment and installation of approximately one-hundred and fifteen (115) LED streetlights and aluminum poles, cabling and controllers in the Spring Valley and Western Trails subdivision.

Therefore, staff recently solicited proposals from over twenty engineering firms to complete design work and prepare plans and specifications and bid documents for this project. Nine firms submitted proposals and several were interviewed to better determine qualifications, experience and understanding of the project. Engineering firms Rempe-Sharpe & Associates and PowrTek Engineering, Inc., have partnered on many lighting projects including roadways, parking areas, a baseball stadium (Miller Park) and have considerable experience designing projects calling for LED fixtures.

The construction project will be split into two phases over two calendar years (2012 and 2013), so there will be two sets of bid documents. Phase I will be bid and constructed in 2012; Phase II will be bid and constructed in 2013.

Staff recommends that the Village Board approve a motion authorizing the Village to enter into an Engineering Services Agreement with Rempe-Sharpe & Associates for Engineering Design and Bid Assistance Services for the LED Street Light Upgrade Project in the amount of \$16,500.

Attachment

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of January 17, 2012 ("Effective Date") between

Village of Carol Stream ("Owner")

and Rempe-Sharpe and Associates, Inc. ("Engineer")

Engineer agrees to provide the services described below to Owner for Street Light Replacement Program ("Project").

Description of Engineer's Services: See attached "Proposed Scope of Work and Proposal" and Schedule submittal by Rempe-Sharpe and Associates/Powrtek dated December 21, 2011.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the

extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

8.01 Total Agreement

B. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Lump Sum Basis)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum amount of \$ 16,500.00

B. The Engineer's compensation is conditioned on the time to complete construction not exceeding 9 months. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: Village of Carol Stream

ENGINEER: Rempe-Sharpe and Associates, Inc.

By: _____

By: [Signature]

Title: _____

Title: Vice President

Date Signed: _____

Date Signed: January 12, 2012

License or Certificate No. and State _____

Address for giving notices:

Address for giving notices:

Rempe-Sharpe and Associates, Inc.
324 W. State Street
Geneva, Illinois 60134

PROPOSED SCOPE OF WORK AND PROPOSAL

Task 1: Attend Kick-off meeting to clarify scope of project, establish responsible parties and contact information and develop a project deliverables schedule.

Task 2: In consultation with Public Works staff, prepare project specifications and bid documents, including engineer's estimate of probable cost. This task includes preparation of specifications and bid documents for Phase I AND Phase II construction.

Task 3: Following Village approval of specifications and bid documents, finalize design and construction documents, execute bid solicitation for Phase I construction (including identification of potential qualified bidders), attend bid opening, review bids and make recommendation to Village for award of contract for Phase I construction.

Powrtek Additional Scope Clarifications

- Existing lighting plans provided to Powrtek (prior to site inspection).
- Proposed lighting unit requirements provided to Powrtek.
- Construction services are not included (schedule assumptions shown for information only).
- Bid document printing and distribution by Village.
- Roadway plans provided in AutoCAD format.


PROPOSED COST OF CONSULTANT SERVICES

Proposed consultant fee: Tasks 1-3: \$16,500.00

Estimated Schedule: Please submit proposed schedule for tasks 1-3. (See next page)

Rempe-Sharpe and Associates, Inc.

Name of Company



Signature of authorized company official

12-21-2011

Date

REMPÉ-SHARPE AND ASSOCIATES, INC.
POWERTEK ENGINEERING, INC.
 CONSULTING ENGINEERS


Proposed Project Schedule

			PRELIMINARY DESIGN SCHEDULE CONSULTANT SERVICES PROPOSAL FOR STREET LIGHT REPLACEMENT PROGRAM																																	
		Year	2012																																	
		Month	January					February					March				April				May				June			July to September								
		Week	2	9	16	23	30	6	13	20	27	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25								
PART 1 (DESIGN)																																				
	NOTICE TO PROCEED																																			
	MEETING WITH VILLAGE / SITE INSPECTION																																			
	DEMOLITION PLANS																																			
	PROPOSED LIGHTING PLANS																																			
	DETAILS																																			
	SPECIFICATIONS																																			
	FRONT END DOCUMENTS																																			
	OWNER REVIEW																																			
	FINAL BID DOCUMENTS																																			
	PART 2 (BIDDING)																																			
	BIDDING																																			
	REVIEW BIDS/RECOMMEND AWARD																																			
	PART 3 (CONSTRUCTION)																																			
	SHOP DRAWINGS/MATERIAL DELIVERY																																			
	CONSTRUCTION																																			
	FINAL PUNCH LIST																																			
	CLOSEOUT																																			
	RECORD DRAWINGS																																			

324 West State Street / Geneva, Illinois 60134 / Ph. 630-232-0827 / Fax: 630-232-1629

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: January 11, 2012

RE: Recommendation to Enter Into an Agreement for Construction Oversight Services – Sodium Hypochlorite Delivery System – Baxter & Woodman

In December 2011, the Village Board awarded a contract for construction of a replacement sodium hypochlorite (chlorine) delivery system at the Water Reclamation Center (WRC). The delivery system is part of the final treatment process, introducing chlorine to the process just prior to sand filtration and subsequent discharge to the creek. The existing system has suffered leaks in the underground piping on two occasions over the past three years. This replacement project was intended to replace the existing piping and upgrade the overall delivery system to make it more reliable and less prone to leaks.

Construction of the improvement is expected to begin in the next several weeks. Engineering oversight of the work is important due to the critical nature of the chlorination process, the confined area within which the work must be performed and the high number of underground utilities that must be navigated in the work area.

Staff has negotiated the attached proposed Engineering Services Agreement with Baxter & Woodman, including a not-to-exceed amount of \$25,900.00. Services will include up to 160 hours of on-site field observation during construction. Baxter & Woodman designed this project and has designed and overseen construction of multiple projects at the WRC. The firm is being recommended due to their familiarity with the plant, chlorination process and the project design and challenges that the contractor will face. The engineer's estimate of probable cost for *construction* of this project was \$190,000. The awarded construction contract of \$154,444, plus the proposed not-to-exceed engineering contract of \$25,900, would bring the total cost to \$180,344.

Staff recommends that the Village Board approve a motion authorizing the Village to enter into an Engineering Services Agreement with Baxter & Woodman for construction oversight services for the sodium hypochlorite delivery system at the WRC in an amount not-to-exceed \$25,900.

Attachment

VILLAGE OF CAROL STREAM, ILLINOIS

WATER RECLAMATION CENTER SODIUM HYPOCHLORITE DELIVERY
SYSTEM REPLACEMENT PROJECT – CONSTRUCTION SERVICES

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____ 2012, by and between the Village of Carol Stream, Illinois, hereinafter referred to as the Village, and Baxter & Woodman, Inc., Consulting Engineers, hereinafter referred to as the Engineers, for engineering services required by the Village for the Wastewater Reclamation Center Improvements Sodium Hypochlorite Delivery System Replacement, hereinafter referred to as the Project.

WITNESSETH that in consideration of the covenants herein, these parties agree as follows:

SECTION 1. The Project as described in Exhibit A, attached hereto. After written authorization by the Village, the Engineers shall provide professional services for the Project. These services will include serving as the Village's representative in all phases of the Project, providing consultation and advice, and furnishing customary engineering and construction-related services, as enumerated in Exhibit B, attached hereto.

SECTION 2. The Village shall compensate the Engineers for the professional services enumerated in Exhibit B hereof as follows:

2.1 The Engineers' fee for the Construction Engineering Services described in Exhibit B Sections 1 through 7 shall be computed on the basis of their 2012 standard hourly billing rates which includes all overhead and profit for actual work time performed plus reimbursement of out-of-pocket expenses including travel costs for the period from the contract award to the original construction contract final completion date, which total amount will not exceed \$25,900 (except as provided in Paragraphs 3.12 and 3.13), Engineers' Project No. 110364.60.

2.2 The Engineers' fee for the additional services described in Exhibit B No. 8-CS160 shall be computed on the basis of their hourly billing rates plus reimbursement of out-of-pocket expenses including automobile travel.

SECTION 3. The parties hereto further mutually agree:

3.1 The Engineers may submit requests for periodic progress payments for services rendered. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, Illinois Compiled Statutes, Ch. 50, Sec. 505, et. seq.; and the Engineers may, after giving seven (7) days written notice to the Village, suspend services under this Agreement until the Engineers have been paid in full all amounts due for services, expenses, and late payment charges as provided in such Act.

3.2 This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party; or the Village may terminate this Agreement, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party (1) not less than ten (10) calendar days written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination. If this Agreement is terminated by either party, the Engineers shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of contract termination, the Village shall receive reproducible copies of Drawings, Specifications and other documents completed by the Engineers.

3.3 The Engineers agree to hold harmless and indemnify the Village and each of its officers, agents and employees from any and all liability claims, losses, or damages including reasonable attorney's fees to the extent that such claims, losses, damages or expenses are caused by the Engineers' negligent errors, acts or omissions, but not including liability, claims, losses or damages due to the negligence of the Village or other consultants, contractors or subcontractors working for the Village, or their officers, agents and employees.

In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the Engineers and the Village they shall be borne by each party in proportion to its negligence.

The Village acknowledges that the Engineers is a Business Corporation and not a Professional Service Corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees.

The Village and Engineers agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

3.4 For the duration of the Project, the Engineers shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death

of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from the Engineers' negligence in the performance of services under this Agreement. The Village shall be named as an additional insured on the Engineers' general liability insurance policy. The policy which names the Village as an additional insured shall also name "its officers and employees" as covered parties, and that policy and the other policies specified below shall, with regards to certificates of insurance, provide that the coverage shall not be cancelled, modified or reduced without 10 days' prior written notice to the Village. All policies shall be with insurance companies with a rating of A- or above. The limits of liability for the insurance required by this Subsection are as follows:

(1)	Worker's Compensation:	Statutory Limits
(2)	General Liability	
	Per Claim:	\$1,000,000
	Aggregate:	\$2,000,000
(3)	Automobile Liability	
	Combined Single Limit:	\$1,000,000
(4)	Excess Umbrella Liability	
	Per Claim and Aggregate:	\$5,000,000
(5)	Professional Liability	
	Per Claim and Aggregate:	\$5,000,000/\$5,000,000

3.5 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of the Engineers and their officers, directors, employees, agents, and any of them, to the Village and anyone claiming by, through or under the Village, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of Engineers or their officers, directors, employees, agents or any of them, hereafter referred to as the "Village's Claims", shall not exceed the total insurance proceeds available to pay on behalf of or to the Engineers by their insurers in settlement or satisfaction of Village's Claims under the terms and conditions of Engineers' insurance policies applicable thereto, including all covered payments made by those insurers for fees, costs and expenses of investigation, claims adjustment, defense and appeal. The limitation regarding insurance should only be applicable if the Engineers keep in place the insurance policies set forth in Section 3.4.

The Village and Engineers agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

3.6 The Engineers are responsible for the quality, technical accuracy, timely completion, and coordination of all Designs, Drawings, Specifications, Reports, and other professional services furnished or required under this Agreement. The Engineers shall endeavor to perform such services with the same degree of knowledge, skill and diligence normally employed by professional engineers performing the same or similar services.

3.7 The Village may, at any time, by written order, make changes within the general scope of this Agreement in the services to be performed by the Engineers. If such changes cause an increase or decrease in the Engineers' fee or time required for performance of any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which an additional compensation will be charged by the Engineers shall be furnished without the written authorization of the Village.

3.8 All Reports, Drawings, Specifications, other documents, and electronic media prepared or furnished by the Engineers pursuant to this Agreement are instruments of service in respect to the Project, and the Engineers shall retain the right of reuse of said documents and electronic media by and at the discretion of the Engineers whether or not the Project is completed. Reproducible copies of the Engineers' documents and electronic media for information and reference in connection with the use and occupancy of the Project by the Village and others shall be delivered to and become the property of the Village upon request; however, the Engineers' documents and electronic media are not intended or represented to be suitable for reuse by the Village or others on additions or extensions of the Project, or on any other project. Any such reuse without verification or adaptation by the Engineers for the specific purpose intended will be at the Village's sole risk and without liability or legal exposure to the Engineers, and the Village shall indemnify and hold harmless the Engineers from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any furnishing of additional copies and verification or adaptation of the Engineers' documents and electronic media will entitle the Engineers to claim and receive additional compensation from the Village. Electronic media are furnished without guarantee of compatibility with the Village's software or hardware, and the Engineers' sole responsibility for such media is to furnish replacements of defective disks within 30 days after initial delivery.

3.9 The Village will provide the site for the Project, and it warrants that all known hazardous materials on or beneath the site have been identified to the Engineers. The Engineers shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials. The Engineers shall not be required by the Village to provide certifications that soils,

including soil mixed with other clean construction or demolition debris, are or are not contaminated.

3.10 During the progress of the construction work under this Agreement, the Engineers shall continuously monitor their costs and anticipated future costs, and if such monitoring indicates possible costs in excess of the amounts stated in Section 2 above, the Engineers shall notify the Village of such anticipated increase, and the scope of services and/or the compensation for construction-related engineering services shall be adjusted by amendment to this Agreement. If the Village and the Engineers cannot agree on the amount of extra compensation for said anticipated increase of engineering costs, this Agreement shall then be considered to be terminated to the mutual benefit of these parties, without penalty to either party.

3.11 The not-to-exceed amount for construction-related engineering services set forth in Section 2 above does not include any overtime hours for Resident Project Representatives. In the event the Contractor works more than eight (8) hours on any weekday, or works any time on Saturdays, Sundays or holidays, during which time Resident Project Representatives are required to be present, the Village shall pay the Engineers extra compensation at the Engineers' hourly rates on a time-and-a-half basis for all time of more than eight (8) hours on any weekday and all time on Saturdays, and on a double time basis for all time on Sundays and holidays.

3.12 The Engineers are an equal opportunity employer and hereby incorporate the requirements of 44 Ill. Adm. Code 750 Appendix A, as applicable.

3.13 Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

3.14 To the extent required by law, the Engineers agree to comply with the provisions of the Employment of Illinois Workers on Public Works Act, and to comply with all other provisions of Illinois law, which affect the persons who perform work and the conditions under which their work takes place. In the event that the terms of this Agreement, or the actions of the Engineers are found to have not complied with the law, then the Engineers shall indemnify and hold the Village harmless, and pay all amounts determined to be due, including, but not limited to fines, costs, attorneys' fees and penalties.

3.15 This Agreement contains and embodies the entire and integrated agreement between parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by their duly authorized officers as of the day and year first above written.

BAXTER & WOODMAN, INC.

VILLAGE OF CAROL STREAM, ILLINOIS

By _____
Vice President/COO

By _____
Mayor

Date of Signature

Date of Signature

(SEAL)

ATTEST:

ATTEST:

Deputy Secretary

Clerk

Attachment

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(Latest update 5-2-11)

VILLAGE OF CAROL STREAM, ILLINOIS
WATER RECLAMATION CENTER

SODIUM HYPOCHLORITE DELIVERY
SYSTEM REPLACEMENT PROJECT – CONSTRUCTION SERVICES

EXHIBIT A

PROJECT DESCRIPTION

The Village of Carol Stream operates a waste water treatment facility where there is an existing chlorination process which delivers sodium hypochlorite to the sand filtration process. The storage and pumping functions of the chlorination process are in good condition and function satisfactorily. The underground delivery piping has experienced several breaks in the past three years.

This Project includes construction engineering related services and consists of a Contractor installing approximately 500 lineal feet of two sets of new, underground, double containment sodium hypochlorite feed piping, two precast access vaults, above ground sodium hypochlorite piping modifications, removal and replacement of secondary water pump and piping at the Wastewater Reclamation Center.

VILLAGE OF CAROL STREAM

WATER RECLAMATION CENTER SODIUM HYPOCHLORITE DELIVERY SYSTEM REPLACEMENT PROJECT – CONSTRUCTION SERVICES

EXHIBIT B

SCOPE OF SERVICES

1. Act as the Village's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.
2. CS100 - PROJECT INITIATION
 - Attend and prepare minutes for the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.
 - Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed. Review Contractor insurance documents.
3. CS105 - CONSTRUCTION ADMINISTRATION
 - Check, Review, and approve shop drawings, manufacturer's literature, samples, and other submittals by the Contractor, but only for compliance with the drawings and specifications as to quality of materials and performance of equipment. Such review shall not be construed as relieving the Contractor of the responsibility to meet requirements of the construction contract documents.
 - Review construction record drawings for completeness prior to submission to CADD.
 - Prepare construction contract change orders and work directives when authorized by the Village.
 - Review the Contractor's requests for payments as construction work progresses, and advise the Village of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
 - Research and prepare written response by Engineers to requests for information from the Village and Contractor.
4. CS110 - FIELD OBSERVATION
 - Provide Resident Project Representatives at the construction site on full-time basis of forty (40) hours per week for 3 weeks -(120 hours) and on a part-time basis for 2 weeks (40 hours) for a total of 160 hours from Monday through Friday, not including legal holidays, or on a periodic part-time basis from the Engineers' office of not more than eight (8) hours per regular weekday, not including legal holidays as deemed necessary by the Engineers, to stake-out construction lines and grades, to assist the

Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. The construction Contractor is a separate company from the Engineers. The Village understands and acknowledges that the Engineers are not responsible for the Contractor's construction means, methods, techniques, sequences or procedures, time of performance, compliance with Laws and Regulations, or safety precautions and programs in connection with the Project, and the Engineers do not guarantee the performance of the Contractor and are not responsible for the Contractor's failure to execute the work in accordance with the construction contract documents.

- Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.
 - Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work.
5. CS120 - SUBSTANTIAL COMPLETION OF PROJECT
- Provide construction inspection services when notified by the Contractor that the Project is substantially complete. Prepare written punch lists during substantial completion inspections.
 - Prepare Certificate of Substantial Completion.
6. CS130 - COMPLETION OF PROJECT
- Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
 - Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the Village.
 - Review the Contractor's requests for final payment, and advise the Village of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
 - Prepare construction record drawings which show field measured dimensions of the completed work which the Engineers consider significant and provide the Village with one set of reproducible record drawings within ninety (90) days of the Project completion.
7. CS140 - PROJECT CLOSEOUT
- Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services.

8. CS160 - WARRANTY AND ANNIVERSARY SERVICES

- Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services after the original construction contract final completion date for the Project.
- Provide construction-related engineering services regarding warranty/anniversary work by the Contractor after the Project, or parts thereof, has been accepted for operational use by the Village. Such services will include, but not be limited to assistance to the Village in enforcing the Contractor's guaranty to repair or replace defective work within the warranty time stated in the construction contract documents for the Project.

I:\tasca\CRSTV\110364.60-WRC Improvements\Contract\Construction Services Exhibit B.doc

**AN ORDINANCE APPROVING
AN ANNEXATION AGREEMENT AND PLAT OF EASEMENT
(LAMANTIA PROPERTY)**

WHEREAS, Chicago Title Land Trust Company, as successor Trustee to American National Bank and Trust Company of Chicago as Trustee under a Trust Agreement dated April 5, 1996 and known as Trust number 5043-AH is the owner (hereafter referred to as "Owner") of approximately .91 acres of real property located in unincorporated Du Page County, Illinois, that is legally described in Exhibit A within the Annexation Agreement attached hereto; and

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

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

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

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

WHEREAS, all public hearings as required by law have been held by the different departments, commissions, boards, and other governmental bodies of the Village, and each has submitted various reports and recommendations; or both required of them; and

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

WHEREAS, it is the desire of the Village, the Developer and the Owner that the development of the property proceed as orderly, efficiently and conveniently as possible, subject to the Village's ordinances, codes and regulations, now or hereafter in force and effect, and in accordance with the terms of the Annexation Agreement attached hereto; and

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

Section 1:

The Annexation Agreement between the Village of Carol Stream and Chicago Title Land Trust Company, as successor Trustee to American National Bank and Trust Company of Chicago as Trustee under a Trust Agreement dated April 5, 1996 and known as Trust number 5043-AH, as attached hereto, is hereby approved.

Section 2:

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

Section 3:

The Plat of Easement for Water Main, as attached hereto is hereby approved and the Mayor and Village Clerk are authorized and directed to execute the attached Plat of Easement on behalf of the Village of Carol Stream.

PASSED AND APPROVED THIS 17th DAY OF JANUARY, 2012

AYES: _____

NAYS: _____

ABSENT: _____

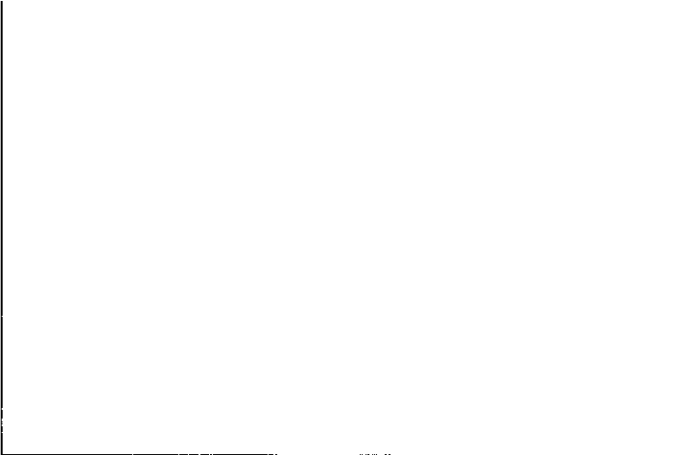
Pamela J. Fenner, Mayor Pro-Tem

(SEAL)

ATTEST:

Village Clerk

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**ANNEXATION AGREEMENT
SOUTHWEST WATER MAIN EXTENSION AREA**

This Agreement made and entered into this 22nd day of December, 2011,
by and between the Village of Carol Stream, an Illinois municipal corporation
(hereinafter referred to as the "Village") and Chicago Title Land Trust Company,
successor Trustee to American National Bank and Trust Company of Chicago, as
Trustee under Trust Agreement dated April 5, 1996 and known as Trust Number
5043-AH (hereinafter referred to as the "Owner").

WITNESSETH:

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

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

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

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

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

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

44 1. The provisions of the preamble hereinabove set forth are hereby restated
45 and incorporated herein by reference.

46 2. The Owner, within thirty (30) days after a written notice from the Village
47 indicating that the Property is now contiguous to the Village, shall submit to the
48 Village an executed Petition for Annexation and plat of annexation in the form
49 provided by law. The Owner shall pay all fees associated with the annexation
50 including publication fees and recording fees.

51 3. This Agreement shall be binding upon the Owner, as well as the Owner's
52 successors, assigns and heirs. This Agreement shall constitute a covenant running
53 with the land and shall be binding upon all persons taking any interest or right in the
54 Property after the date of the execution of this Agreement. Any person acquiring any
55 rights or interest in the Property after the date of this Agreement shall be bound by the
56 terms thereof and shall be deemed to have accepted and approved this Agreement in
57 full. The Property may not be annexed to any City or Village other than the Village of
58 Carol Stream during the term of this Agreement.

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

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

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

83 7. The Owner hereby grants to the Village a permanent, perpetual and
84 exclusive easement for the right, privilege and authority to construct, install,
85 reconstruct, replace, remove, repair, alter, inspect, and maintain an underground
86 water main and all facilities incidental thereto (the "Water Main"), in, on, upon,
87 through, across and under the portion of the Owner's Property in the area legally
88 described and depicted on Exhibit B attached hereto (the "Easement Premises"),
89 together with the right of entry upon the Owner's Property in order to construct,
90 install, reconstruct replace, remove, repair, alter, inspect and maintain the Water
91 Main. The Village shall not construct any above ground facilities upon the easement
92 premises without the consent of the Owner.

93 8. The Owner hereby grants to the Village a Temporary Construction
94 Easement in the area legally described and depicted as Temporary Construction
95 easement on Exhibit B attached hereto, for the purpose of constructing and installing
96 the Water Main, which Temporary Construction Easement shall be in effect beginning
97 on a date selected by the Village upon not less than thirty (30) days written notice to
98 the Owner (the "Temporary Easement Commencement Date"), and shall remain in
99 effect only for a period of twelve (12) consecutive months after the Temporary
100 Easement Commencement Date or until the completion of the Project, whichever is the
101 earlier (the "Temporary Easement Period").

102 9. The Village agrees to pay the Owner the sum of Ten thousand dollars as
103 compensation for the Permanent and Temporary Easements granted herein within 30
104 days of the date of execution of the Agreement..

105 10. All installation, maintenance and repair done by the Village hereunder
106 shall be done with a minimum of interference with The Owner's use of the Property,
107 including the Easement Premises. The Village covenants and agrees to restore, at its

108 sole cost and expense, all portions of the Property to a condition equal to or better
109 than that existing immediately preceding any work conducted, including, without
110 limitation, repairing and replacing landscaping, shrubbery, trees and grass areas. Any
111 such restoration shall be commenced as soon as practicable following the Village's
112 completion of the work it may from time to time perform hereunder.

113 11. The Owner hereby agrees with the Village that the officers, agents or
114 employees of the Village whenever elected, appointed or hired, may at any and all
115 times designated herein, when necessary and convenient to do so, go in, on, upon,
116 over and across the Easement Premises, and do and perform any and all acts
117 necessary or convenient to the carrying into effect the purposes for which this Grant
118 and the easements created hereby are made, and that the Owner shall not disturb,
119 molest, injure or in any manner interfere with, or in any way restrict access to, the
120 aforesaid improvements, and activities incidental hereto.

121 12. The Owner shall not be required to pay for any recapture of Village's costs
122 to construct and install the village water main within the Easement Premises.

123 13. Prior to annexation of the Property, at such time as the Village's water
124 system or sewer system has been constructed becomes available to and abuts the
125 Property, the Owner shall be allowed to connect to the municipal water or sewer
126 system. After annexation of the Property, the Owner shall connect to the municipal
127 water or sewer system as required by the ordinances of the Village of Carol Stream.
128 The Owner shall be responsible to construct, at their sole cost and expense, the
129 private service lines necessary to connect to the municipal water or sewer system.
130 Prior to connection, the Owner shall, at their own cost and expense: a) disconnect the
131 current water service from any existing well and eliminate any cross connections; b)
132 discontinue use of any existing well as a potable water supply; and c) execute an

133 Application and Consent to Rules – Carol Stream Water Service User, Exhibit C
134 attached hereto. The Owner shall be allowed to use the existing well solely for the non-
135 potable purpose of landscape watering and shall be prohibited from use of any wells
136 for potable purposes. In the event that the well is determined to be contaminated, is
137 found to be used for potable purposes or is determined to be cross connected with the
138 Village's water system, the Owner shall be required to abandon and cap the well in
139 accordance with applicable law. The Owner shall abide by the same ordinances, laws,
140 rules and regulations with respect to water and sewer service as consumers and
141 customers within the corporate limits of the Village, including, but is not limited to,
142 any sprinkling bans or limitations which may be imposed by the Village. The Owner
143 shall not be required to pay the regular tap on connection fee. Until the Property is
144 annexed to the Village, the Owner shall pay 150% of the customary water charges
145 applicable to uses within the Village.

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

151 15. The Owner acknowledges and affirms that the Property is currently used
152 and in the future shall be used for single family residential purposes only. Prior to
153 annexation of the Property, all construction, reconstruction, repairs, development or
154 improvements: a) of non-residential accessory uses or structures, b) that constitute a
155 change in use from single family residential or c) that would require subdivision or
156 planned unit development approval pursuant to the ordinances of the Village, shall be

157 conducted in accordance with the laws and ordinances of the Village of Carol Stream
158 and shall be subject to Village approval.

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

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

168 18. Upon annexation, the Owner shall pay the annexation fees to the Village
169 as currently set forth within the Village ordinances. These shall be the only
170 annexation fees payable.

171 19. Where land annexed to the Village is not annexed to any fire protection
172 district or park district, the Owner shall promptly, upon annexation to the Village,
173 petition for annexation to the Carol Stream Park District and the Carol Stream Fire
174 Protection District.

175 20. In addition to any other power residing in the Village to enforce the terms
176 and conditions of this Agreement, such as a suit for damages or specific performance,
177 the Village may cut off water service provided by the Village to the Property for failure
178 of the Owner to comply with the provisions of Paragraphs 2. 4. 6.or 13 of this
179 Agreement.

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

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

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

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

198 25. Owner shall cooperate with the Village and shall perform any and all acts
199 necessary to receive the consent of any mortgagee of the Property to this Agreement
200 and the Easements provided herein.

201 26. The undersigned Owner represents and affirms that it constitutes all
202 Owners of the Property and that it has full authority and power to sign the Agreement,
203 easements and any petitions submitted hereunder pursuant to a Letter of Direction
204 executed by all of the beneficial interest holders of the Trust acknowledging that they

205 agree to the terms of this Agreement, and that Owner has not and will not take any
206 action to change ownership in the Property until after this Agreement is recorded.
207 Owner shall provide a copy of the Letter of Direction to the Village.

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

211

212 OWNER VILLAGE OF CAROL STREAM
213 Chicago Title Land Trust Company,
214 successor Trustee to American National
215 Bank and Trust Company of Chicago,
216 as Trustee under Trust Agreement dated
217 April 5, 1996 and known as Trust Number
218 5043-AH and not personally
219

220
221 By: Eva Higi
222 Eva Higi
223 (print name)
224 Title: Trust Officer
225

By: _____

(print name)
Attest: _____
Village Clerk

226
227
228
229 **This instrument is executed by the undersigned Land Trustee, not personally but solely as
230 Trustee in the exercise of the power and authority conferred upon and vested in it as such
231 Trustee. It is expressly understood and agreed that all the warranties, indemnities, represent-
232 ations, covenants, undertakings and agreements herein made on the part of the Trustee
233 are undertaken by it solely in its capacity as Trustee and not personally. No personal
234 liability or personal responsibility is assumed by or shall at any time be asserted or
235 enforceable against the Trustee on account of any warranty, indemnity, representation,
236 covenant, undertaking or agreement of the Trustee in this instrument.**
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Mortgage Service Center
2001 Bishops Gate Boulevard
Mount Laurel, New Jersey 08054
Attn: Special Loans Dept, SV13

Re: Consent to Easement and Annexation Agreement
Loan Number 7102739401
Property Address: 28 West 251 Trieste Lane, West Chicago, Illinois 60185-1481

To whom it may concern:

We, the undersigned borrowers for the above referenced loan authorize Merrill Lynch Home Loans to discuss any and all matters relating to the easement and annexation agreement for our property at 28 West 251 Trieste Lane, West Chicago, Illinois 60185-1481, with our attorneys, Wallace Solberg or Greg Solberg or the attorneys for the Village of Carol Stream, James A. Rhodes or Jason Guisinger.

Very truly yours,


Jo Ann LaMantia

EXHIBIT A

LEGAL DESCRIPTION

Lot 1 in Trieste Lane Subdivision being a subdivision of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 26, Township 40 North, Range 9, East of the Third Principal Meridian, according to the Plat thereof recorded June 27, 1990 as Document No. R90-079216 in DuPage County, Illinois.

Address of Property: 28 West 251 Trieste, West Chicago, Illinois
Permanent Index Number: 01-26-403-024

PLAT OF EASEMENT

WATERMAIN EASEMENT LEGAL DESCRIPTION

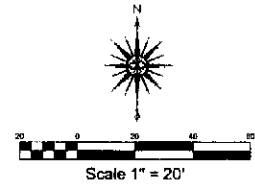
THE EAST 10' x 81' OF LOT 1 IN TRIESTE LANE SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN RECORDED JUNE 27, 1989 AS DOCUMENT 958-07218, IN DUPAGE COUNTY, ILLINOIS.

TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

THE WEST 20 FEET OF THE EAST 20 FEET OF LOT 1 IN TRIESTE LANE SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN RECORDED JUNE 27, 1989 AS DOCUMENT 958-07218, IN DUPAGE COUNTY, ILLINOIS.

WATERMAIN EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF CAROL STREAM, ILLINOIS, WHERE EASEMENT IS INDICATED BY A DASHED LINE AND MARKED OR CODED WATERMAIN EASEMENT, (EASEMENT PREMISES), TO INSTALL, CONSTRUCT, OPERATE, MAINTAIN, REPAIR AND RENEW ITS WATER MAIN AND/OR FORCE MAIN AND ALL OTHER APPURTENANCES OR FACILITIES, WHICH MAY BE USED IN CONNECTION WITH THE WATER MAIN AND TO EXCAVATE BELOW THE SURFACE THEREOF FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING OR RENEWING ANY WATER MAIN. ANY EXCAVATION OR OTHER WORK INVOLVING AN OPENING OF ANY PORTION OF THE EASEMENT PREMISES AND ANY LAND ADJACENT THERE TO THEREBY AFFICED SHALL BE COMPLETED IN A REASONABLE TIME AND AFTER COMPLETION OF SAID EXCAVATION OR OTHER WORK, THE SURFACE OF SUCH PORTION OF THE EASEMENT PREMISES AND ADJACENT LAND SHALL BE RESTORED, AT THE VILLAGE'S EXPENSE AND IN A PROMPT MANNER, TO THE CONDITION AS BEFORE SAID OPENING. NO PERMANENT HULLINGS OR TRENCHES SHALL BE PLACED ON THE EASEMENT PREMISES, BUT THE SAME MAY BE USED FOR GRADING, IRRIGATING, LANDSCAPING AND OTHER PURPOSES THAT DO NOT INTERFERE THEN OR LATER WITH THE PROPOSED USES OR RIGHTS HEREBY GRANTED AND PROVIDED THE ESTABLISHED GROUND ELEVATIONS REMAIN UNCHANGED ON THE EASEMENT PREMISES.



VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

ACCEPTED AND APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF CAROL STREAM, ILLINOIS.

DATED THIS ____ DAY OF _____, 20__.

BY: _____ PRESIDENT

ATTEST: _____ VILLAGE CLERK

MORTGAGE CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____) S.S.

THIS IS TO CERTIFY THAT I, THE UNDERSIGNED, AS AN AUTHORIZED AGENT UNDER THE PROVISIONS OF A MORTGAGE AGREEMENT DATED _____ AND RECORDED ON _____ IN DUPAGE COUNTY, ILLINOIS AS DOCUMENT NUMBER _____ HEREBY CERTIFY THAT _____ IS THE MORTGAGEE OF THE PROPERTY DESCRIBED AND SHOWN ON THE PLAT HEREON AND THAT AS SUCH IT DOES HEREBY ACKNOWLEDGE THE PROVISIONS OF THE OWNERS CERTIFICATE, AFFIXED HEREOF.

DATED THIS ____ DAY OF _____, 20__.

BY: _____

PRINT NAME & TITLE: _____

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____) S.S.

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT THE FOREGOING SIGNATOR OF THE MORTGAGE CERTIFICATE IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS MORTGAGEE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

NOTARY PUBLIC (SEAL)

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

I, _____ COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEMPTIBLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.

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

DUPAGE COUNTY CLERK (SEAL)

DATED THIS ____ DAY OF _____, 20__.

COUNTY RECORDERS CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

THIS INSTRUMENT _____ WAS FILED FOR RECORD IN THE RECORDERS OFFICE OF DUPAGE COUNTY ILLINOIS, ON THE ____ DAY OF _____, AT _____ O'CLOCK ____ A.M.

DUPAGE COUNTY RECORDER (SEAL)

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PARCEL OF LAND DESCRIBED ABOVE. THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY AND CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

BAXTER & WOODMAN CONSULTING ENGINEERS

DATE June 8, 2011 BY: [Signature]

RYAN BAXTER, P.L.S., P.E.
PROFESSIONAL LAND SURVEYOR
ILLINOIS NO. 055-00683

MY PROFESSIONAL LICENSE RENEWAL DATE IS 11/30/2012

LICENSE EXPIRES 11-30-2012



TRIESTE LANE

Pln # 01-26-403-024

AREA OF TEMPORARY CONSTRUCTION EASEMENT
3,500 Sq. Ft.
0.080 Acres

AREA OF WATERMAIN EASEMENT
1,806 Sq. Ft.
0.041 Acres

TEMPORARY CONSTRUCTION EASEMENT PROVISIONS

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

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____) S.S.

THIS IS TO CERTIFY THAT _____ IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND HAS CALLED THE SAME TO BE SURVEYED AND SUBDIVIDED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN AND CHANGED AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREIN INDICATED.

BY: _____ ATTEST: _____

TITLE: _____

DATED THIS ____ DAY OF _____, 20__.

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____) S.S.

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

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

NOTARY PUBLIC (SEAL)

PLAT OF EASEMENT

Baxter & Woodman
Crystal Lake, Illinois 815.455.1000

BAXTER & WOODMAN
CONSULTING ENGINEERS

8416 Rockwood Road • Crystal Lake, IL 60015
Phone: 815.455.1200 • Fax: 815.455.0000

DRAWN BY: ABB	DATE	REVISIONS
CHECKED BY: ABB		
S-T-R: 26-48-6	SCALE: 1" = 20'	JOB NO.
CLIENT: Village of Carol Stream	070987	

I am not responsible for the content of this document if it is used for any purpose other than that intended by the author. © 2011 by Baxter & Woodman, Inc. All rights reserved. No part of this document may be reproduced without the prior written permission of Baxter & Woodman, Inc. License No. 184-0011218 - Expires 4-30-17

EXHIBIT B

EXHIBIT C

APPLICATION AND CONSENT TO RULES CAROL STREAM WATER SERVICE USER

The Applicant certifies that he/she/they are the owners or beneficial interest holders ("Owners") of the Property with the common street address of: 28 West 251 Trieste, West Chicago, Illinois 60185. This form is an application to receive water from the Village of Carol Stream ("Village") potable water system at the above-specified address and to consent to the rules instituted from time-to-time by ordinance or administrative rule of the Village, or by State statute, which provides the terms and conditions under which residential water users may receive potable water service from the Village.

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

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

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

1. The water service connection and the well system plumbing must meet the requirements of the current edition of the Illinois Plumbing Code.
2. The private well must be used strictly for irrigation of lawn and landscaping.
3. The installation must be approved by the Village's building official as providing positive separation between the public water supply system and the private well system.
4. The property owner must consent to inspections by the Village of Carol Stream at reasonable hours for the purpose of ensuring that positive separation exists between the public water supply system and the private well system.
5. The well must comply with the requirements of the DuPage County Health Department.

**APPLICATION AND CONSENT TO RULES
CAROL STREAM WATER SERVICE USER**

6. A notice of supplemental well must be recorded on the property title in accordance with the requirements of the DuPage County Health Department.
7. The well must be inspected and sampled at the owners' expense by the DuPage County Health Department.
8. The well must be tested annually at the owners' expense, and the results provided to the Village within seven working days.
9. If the private well is ever found to be contaminated, it must be capped and taken out of service in accordance with the requirements of the DuPage County Health Department.
10. If contamination is found to exist in another well in the vicinity of the property, and the Village determines that there is reasonable cause to conclude that the threat of contamination exists, then the private well must be capped and taken out of service in accordance with the requirements of the DuPage County Health Department.

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

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

Dated: _____

OWNERS:

RESOLUTION NO.

**A RESOLUTION AUTHORIZING THE MAYOR
TO EXECUTE AN AGREEMENT
FOR THE PURCHASE OF ELECTRIC UTILITY SERVICE**

WHEREAS, in June 2009, the Village of Carol Stream entered into an agreement to purchase electricity from Exelon for a three (3) year period ending in June 2012; and

WHEREAS, the Village wishes to secure stable, long-term electric utility service rates; and

WHEREAS, the Village of Carol Stream wishes to receive favorable competitive, long-term market rates for electricity for a one (1) to three (3) year period beginning in June 2012 by evaluating bids it receives on the open, competitive market; and

WHEREAS, in order to receive the most favorable market rates for electricity, the Village must be able to award a contract for the purchase of electricity within 24-hours of receipt of bid rates, and;

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is expedient and in the best interest of the Village to authorize the Mayor to execute an agreement for the purchase of electric utility service.

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

SECTION 1: That the Mayor is hereby authorized to execute and the Clerk to attest to a contract for the purchase of electricity for Village government purposes with the lowest cost supplier as approved by the Village Attorney.

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

PASSED AND APPROVED THIS 17th DAY OF JANUARY 2012.

AYES:

NAYS:

ABSENT:

Pamela J. Fenner, Mayor Pro-Tem

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
INTER-DEPARTMENTAL MEMO

TO: Mayor & Trustees

FROM: Robert Mellor, Assistant Village Manager

Rm

DATE: January 12, 2012

RE: Electric Supply Auction

History

In January 2007, electricity rates in Illinois were deregulated by the state legislature and electricity supplies were opened to market competition for large commercial users. Carol Stream joined the Northern Illinois Municipal Electric Cooperative (NIMEC) to secure a low electric rate through a competitive bidding process. The first year after deregulation resulted in a cost savings of 7% over the price of electricity being charged by ComEd's parent company Exelon.

In 2008 the Village Board approved Resolution No. 2319 authorizing the Mayor to execute an agreement for the purchase of electric utility service based on the low bid received by NIMEC. The agreement was awarded to Exelon for a 1-year period beginning on June 8, 2008. In 2009 the Village approved a 3 year contract with Exelon for electricity supply. That contract is due to expire in June of this year.

Actionable Item

Attached is a memo from our consultant David Hoover from NIMEC, describing our current options to bid our electric supply service, which would lock our rates for a 1 or 3 year period beginning June 2012. Depending on the results of the bid, our electric supply rate would be locked for a one (1) or three (3) year period. Generally, the savings we would receive from 1 year pricing will be greater than the 3 year pricing since the suppliers generally expect electric supply prices to go up over time. Locking into a 3 year rate has the advantage of allowing staff to budget electricity expenses with more certainty and potentially avoids future market rate increases. We would also not have to bid electricity for 36 months or make the transition to a new carrier every year. The downside is that if rates decline in the next 3 years (which they did in 2009) we would not be able to avail ourselves of the lower rate. If we believe that commodity prices for energy will decline over the next 3-years then we should choose the 1-year rate option. We do not need to decide which contract term we wish to bid until the bid opening date.

Bidding Process

NIMEC will conduct our bid sometime between Feb 1 and the end of March depending on market conditions. NIMEC will be holding two bids this year: one for 12 months and one for 36 months. We will be able to choose whichever term is better for the Village. NIMEC will bid out the aggregated volumes with 3 reliable suppliers: Exelon, Integrys and Constellation.

NIMEC will go to bid as early as February 1. However, if rates are flat or dropping, the bid date will be postponed. Once rates begin to move up, NIMEC will declare the bid date and go to bid. We will be provided at least 4 days notice to award the bid.

Over the last few years, electricity supply prices have dropped 10% - 15% during the first quarter of the year and the annual bid has taken advantage of those drops. We do not know if this decline will occur again, but we want to position ourselves to take advantage of the decline should it occur again.

To accept the bid pricing, we will need to enter into an agreement with the winning supplier on the day of the bid. Therefore, the Village Board needs to act on this matter at its January 17 Board meeting.

After the bids are opened we will determine which bid group we wish to participate in: the 1 year or the 3 year bid. Attached is information from NIMEC showing our accounts that will be included in the bid. A chart listing our current and projected bid pricing is also included.

The auction for 3 of the areas largest electricity providers will occur sometime in February or March depending on electricity supply rates and trends.

Staff Recommendation

We will know the proposed NIMEC coop rate in February or March. Similar to the other electricity supply auctions in which we have participated, when NIMEC presents bids to coop members after the bid opening, we will only have until the end of the day to accept the bid (by signing the agreement from the lowest bidder). Because this process requires the Village to make a quick decision we would not be able to act quickly enough to secure a favorable electrical supply rate if we wait until the next regularly scheduled Board meeting. **Staff recommends that the Village Board approve the attached resolution authorizing the Mayor to enter into an agreement with the lowest cost electric utility supplier for up to a 3 year period subject to final contract review by the Village Manager and Village Attorney.** I am available should you have any questions regarding this process.

Attachments

Cc: Joseph E. Breinig, Village Manager

Bob Mellor

From: David Hoover [dhoover@nimec.net]
Sent: Wednesday, January 04, 2012 5:49 PM
To: Bob Mellor
Subject: NIMEC bid
Importance: High
Attachments: Four Year 12-27.xls



Dear Members,

In 2008, you extended your electric contract for your water pumping facilities with Exelon through May of 2012. As hard as it may be to believe, we need to start preparing for our upcoming renewal NIMEC bid. We will conduct our bid sometime between Feb 1 and the end of March. (The exact date of the bid will be dictated by the market conditions.)

We will be holding two bids this year: one for 12 months and one for 36 months. You will be able to choose whichever term is better for you. We will bid out the aggregated volumes with 3 suppliers: Exelon, Integrys and Constellation. (Each of these have had a portion of the NIMEC load at various times.)

We will go to bid as early as February 1. However, if rates are flat or dropping, we will postpone the bid date. Once rates have turned upward, we will declare the bid date and go to bid. We will provide at least 4 days notice.

Over the last few years, prices have dropped 10% - 15% during the first quarter, and our annual bid has taken advantage of those drops. We do not know if this decline will occur again, but we want to position ourselves to take advantage of the decline should it occur again.

To accept the bid pricing, you will need to enter into an agreement with the winning supplier on the day of the bid. Therefore, if you need to receive signing authority from your board to enter into the agreement, please do so during the month of January.

You will need to determine which bid group you would like to participate in: the 1 year or the 3 year bid. To help you, I have shown below your accounts that will be included in the bid. I have listed the current pricing that you are currently paying. I have also shown indicative pricing for a 1 year and 3 years.

Prices have dropped significantly since our last bid, and most of you will enjoy a hefty reduction in your electric costs later this year.

Member	Account #	Current c/kWh	1 yr c/kWh	3 yr c/kWh	Address
Village of Carol Stream	0111013079	8.68	4.42	4.75	500 N. Gary Ave
Village of Carol Stream	3054113024	7.27	4.42	4.75	500 N. Gary Ave
Village of Carol Stream	3963097040	7.15	4.42	4.75	500 N. Gary Ave

Should I have omitted any ComEd accounts, please send them to me at your earliest convenience.

Please note: these prices are *indicative*, and will change prior to our bid. These are provided to help you determine which bid group you would prefer. Please let me know at your earliest convenience.

Also attached you will find the historical pricing patterns. The red line shows 1 year pricing, while the blue line shows 3 year pricing trends. (Please note, the pricing is only for power, and does not include transmission fees.)

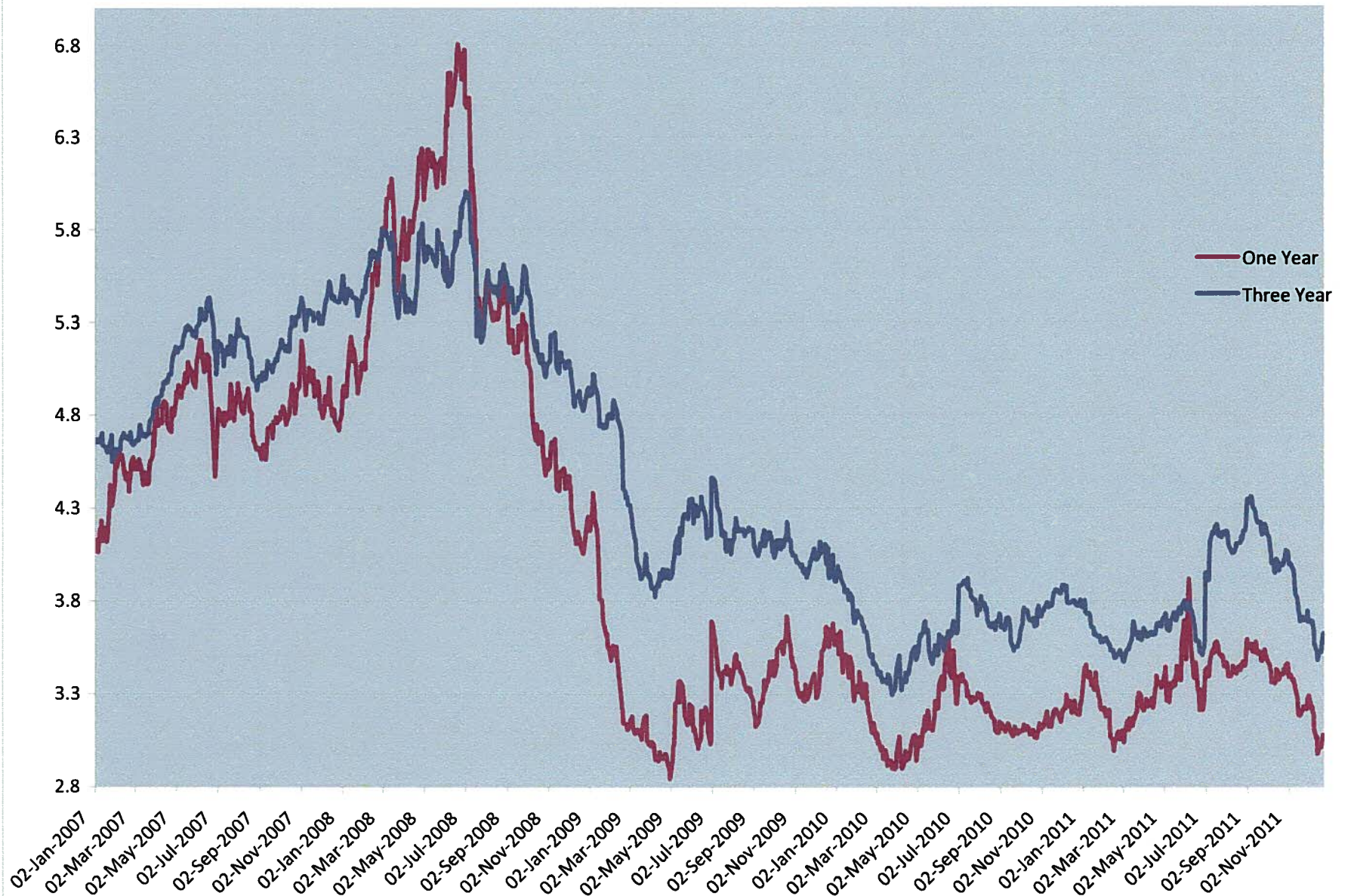
In general, we see that electric pricing closely follows the economy. When the economy is strong, demand for pricing is strong, which drives up pricing. As such, when the economy weakens, pricing drops. Therefore, future pricing will be driven by the future health of the economy.

For those of you participating in NIMEC's street light bid, we will hold a separate bid in the summer of 2012.

Please let me know at your earliest convenience which bid group you would prefer: 1 year or 3 years. Should you have any questions, please let me know.

Dave

David Hoover
Executive Director
847.392-9300



AGENDA ITEM

I-2 1-17-2012

RESOLUTION NO.

A RESOLUTION ACCEPTING A GRANT OF TEMPORARY CONSTRUCTION EASEMENT (SOUTHWEST WATER MAIN - COHEN/VOOGD)

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

SECTION 1: Approval is hereby given to Accept a Grant of Temporary Construction Easement from Robert H. Cohen and Erika L. Voogd, for the South West Water Main Extension Project. The purpose of the Temporary Construction Easement located on the property at 28W225 Trieste Lane, West Chicago, Illinois (Permanent Index Number 01-26-403-025) is to allow the Village to construct the water main and said easement will terminate upon completion and acceptance of the public improvements. The Grant of Temporary Construction Easement is attached to this Resolution.

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

PASSED AND APPROVED THIS 17TH DAY OF JANUARY 2012.

AYES:

NAYS:


ABSENT:

Pamela J. Fenner, Mayor Pro-Tem

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: William N. Cleveland, Assistant Village Engineer 
DATE: January 11, 2012
RE: Cohen/Voogd Temporary Easement Agreement -
Southwest Water Main Project

In 2010, negotiations for the right of way dedication along Fair Oaks Road, needed for the construction of the Southwest Water Main, came to an impasse. The Village was then approached by a resident on Trieste Lane with a proposal for an alternate route to serve Benjamin School with municipal water. The water main would run from Fair Oaks Road, along the south side of Trieste Lane, and through a side yard easement to the school.

Since then, staff has worked to obtain the necessary easements and agreements needed for construction. The process was complicated by property trust and the mortgage company releases from the adjoining property with the permanent easement and request for water service. Mr. Cohen does not want Village water at this time, and is only providing a temporary construction easement.

A grant of temporary easement was drafted by the Village Attorney and executed by the property owner. This agreement allows the Village to work on his property in exchange for future water service and waiver of fees and recapture costs. An annexation agreement will be required prior to connection to the water main. There are also provisions to allow the well to remain in service for irrigation purposes only with proper safeguards.

Engineering staff therefore recommends that the Easement Agreement be approved and recorded by the Village Clerk.

Cc: James T. Knudsen, Director of Engineering Services
Bob Glees, Community Development Director
Don Bastian, Assistant Community Development Director
Phil Modaff, Director of Public Works

Robert H. Cohen
28W225 Trieste Lane
West Chicago Illinois 60185-1481
(630)293-9444
(630)561-2999 Cell
rcohen@voogdconsulting.com

Mr. William Cleveland
Village of Carol Stream
500 North Gary Avenue
Carol Stream Illinois 60188

January 9, 2012

Re: Cohen/Voogd Easement Agreement
28W225 Trieste Lane Property
West Chicago Illinois

Dear Bill,

Enclosed please find three (3) copies of the easement agreement requested by the Village of Carol Stream for our property in West Chicago. These documents have been executed by Erika and I. They have also been notarized.

Upon approval by the Village Board, please return one fully executed copy to us for our file.

Very truly your,


Robert H. Cohen





GRANT OF TEMPORARY CONSTRUCTION EASEMENT

THIS GRANT OF EASEMENT is made this ____ day of _____, 2012, by Robert H. Cohen and Erika L. Voogd ("**Grantor**"), owners of the real property legally described in Exhibit A attached hereto (**Grantor's Property**) to the **VILLAGE OF CAROL STREAM**, an Illinois municipal corporation (hereinafter referred to as "**Grantee**").

WITNESSETH:

For and in consideration of the mutual covenants and promises as contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the benefits to be derived from this Grant of Easement:

1. Temporary Construction Easement. Grantor hereby grants to the Grantee a Temporary Construction Easement in the area legally described and depicted as Temporary Construction easement on Exhibit B attached hereto, for the purpose of constructing and installing a Water Main, which Temporary Construction Easement shall be in effect beginning on a date selected by Grantee upon not less than thirty (30) days written notice to Grantor (the "Temporary Easement Commencement Date"), and shall remain in effect only for a period of

eighteen (18) consecutive months after the Temporary Easement Commencement Date or until the completion of the Project, whichever is the earlier (the "Temporary Easement Period").

2. Restoration. All installation, maintenance and repair done by Grantee hereunder shall be done with a minimum of interference with Grantor's use of the Grantor's Property, including the Easement Premises. The Grantee covenants and agrees to restore, at its sole cost and expense, all portions of the Grantor's Property to a condition equal to or better than that existing immediately preceding any work conducted, including, without limitation, repairing and replacing landscaping, shrubbery, trees, irrigation and grass areas. Any such restoration shall be commenced as soon as practicable following the Grantee's completion of the work it may from time to time perform hereunder.

3. Use by Grantee. Grantor hereby agrees with the Grantee that the officers, agents or employees of the Grantee whenever elected, appointed or hired, may at any and all times designated herein, when necessary and convenient to do so, go in, on, upon, over and across the Easement Premises, and do and perform any and all acts necessary or convenient to the carrying into effect the purposes for which this Grant and the easements created hereby are made, and that the Grantor shall not disturb, molest, injure or in any manner interfere with, or in any way restrict access to, the aforesaid improvements, and activities incidental hereto.

4. Recapture. Grantor shall not be required to pay for any recapture of Grantee's costs to construct an install the Water Main.

5. Water Connection. Subject to the Grantor entering into an annexation agreement with the Grantee to annex the property legally described in Exhibit A into the Village of Carol Stream, Grantee agrees to allow Grantor to connect to the Grantee's Water Main prior to annexation to the Village, for the sole purpose of providing potable water to the Grantor's

Property and Grantee shall waive the tap on fee for this one water service connection. As part of the Water Main installation scope of work, Grantee shall, at no cost to the Grantor, install a valve box at the curb line as a point for Grantor to connect to the Water Main. Grantor shall be responsible to construct, at their sole cost and expense, the private water service from the Water Main to the Grantor's Property in order to connect to the Water Main. The construction of such private water service shall be in conformance with all laws and ordinances of the Village of Carol Stream. Grantor's connection to the Water Main shall be conditioned upon the following: a) Grantor shall disconnect the current water service from any existing well and eliminate any cross connections; b) Grantor shall discontinue use of any existing well as a potable water supply; and c) Grantor shall execute an Application and Consent to Rules – Carol Stream Water Service User, Exhibit C attached hereto. Grantor shall be allowed to use the existing well solely for the non-potable purpose of landscape watering and shall be prohibited from use of any wells for potable purposes. Grantor shall maintain the well in strict accordance with all health laws and regulations of the Village of Carol Stream, County of Du Page and State of Illinois. In the event that the well is determined to be contaminated, is found to be used for potable purposes or is determined to be cross connected with the Village's water system, the Owners shall be required to abandon and cap the well in accordance with applicable law or the Village shall be allowed to discontinue water service to the Grantor's Property. The Owners shall abide by the same ordinances, laws, rules and regulations with respect to water and sewer service as consumers and customers within the corporate limits of the Village, including, but is not limited to, any sprinkling bans or limitations which may be impose by the Village. Until the Property is annexed to the Village, the Owners shall pay 150% of the customer charges applicable to uses within the Village.

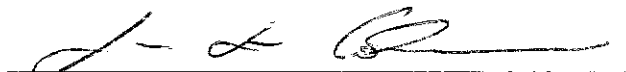
6. Successors and Assigns; Runs With the Land. The easements granted herein shall run with the land and the covenants, agreements, terms, conditions, obligations, rights and interest herein contained or provided for shall be likewise binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, successors, grantees, lessees and assigns. The terms "Grantor" or "Grantee" as used herein shall be deemed to include any and all successors, grantees and assigns of such parties and their respective successors, grantees and assigns.

7. Governing Law. This Grant shall be governed by and construed in accordance with the laws of the State of Illinois.

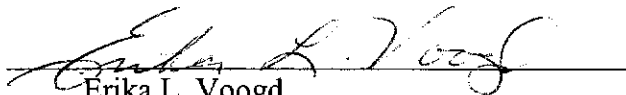
8. Entire Agreement. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Grant of Easement to be executed as of the day and year first set forth above.

GRANTOR:



Robert H. Cohen



Erika L. Voogd

GRANTEE:

Village of Carol Stream

By: _____

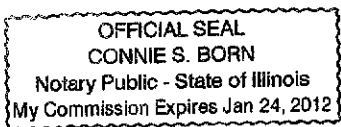
Name: _____

Its: _____

STATE OF ILLINOIS)
) ss
COUNTY OF DU PAGE)

On January 9, 2012, Robert H. Cohen and Erika L. Voogd known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 9th day of January, 2012.



Connie S. Born

Notary Public, Du Page County, IL
My commission expires: 1-24-2012

Exhibit A

Legal Description

Lot 2 in Trieste Lane Subdivision, being a subdivision of the southwest quarter of the southeast quarter of section 26 township 40 north, range 9 east of the third principal meridian according to the plan thereof recorded on June 27, 1990 as document number R90-079216 in DuPage County, Illinois.

Common Address: 28W225 Trieste Lane
West Chicago, IL 60187

PIN: 01-26-403-025

PLAT OF EASEMENT

TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

THE WEST 10 FEET OF LOT 2 IN TRIESTE LANE SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN RECORDED JUNE 27, 1990 AS DOCUMENT R30-079216, IN DUPAGE COUNTY, ILLINOIS.

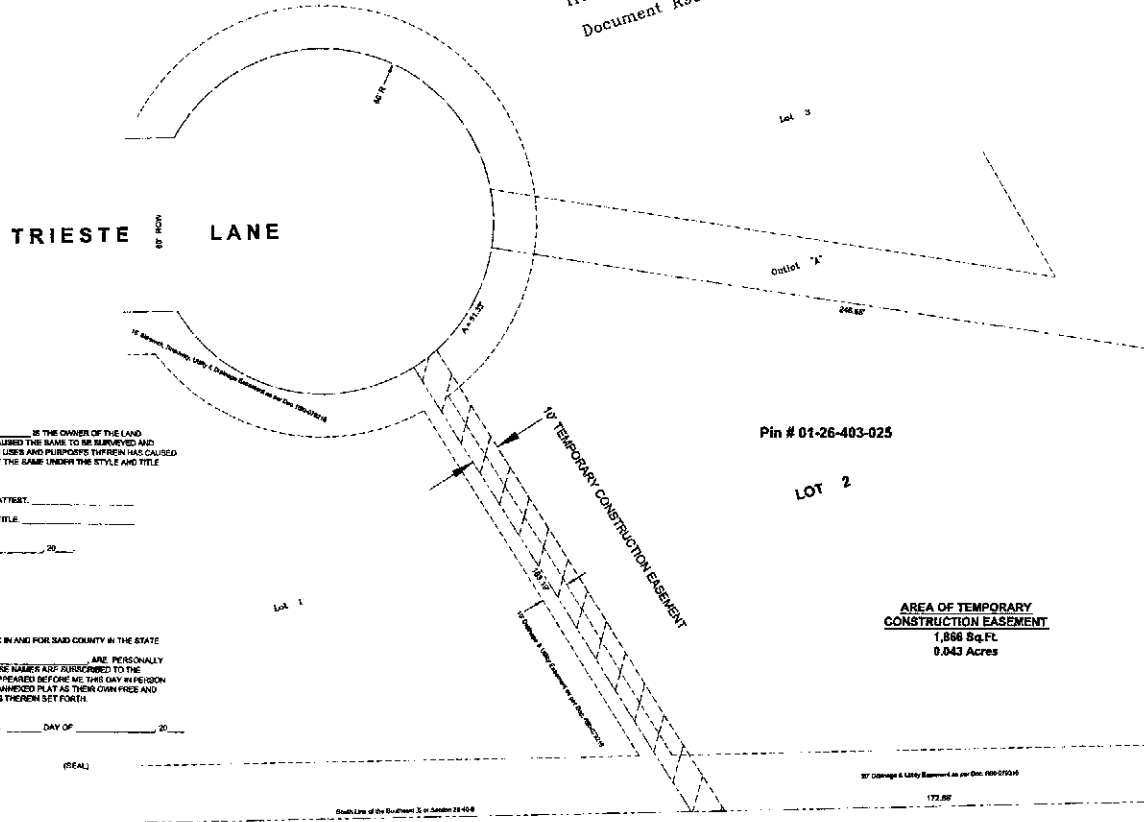
TEMPORARY CONSTRUCTION EASEMENT PROVISIONS

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



Scale 1" = 20'

Trieste Lane Subdivision
Document R30-079216



VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

ACCEPTED AND APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF CAROL STREAM, ILLINOIS.

DATED THIS _____ DAY OF _____, 20__

BY: _____ PRESIDENT

ATTEST: _____ VILLAGE CLERK

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

I, _____ COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO RECEIVABLE TAX SALES AGAINST ANY OF THE LANDS INCLUDED IN THE ANNEXED PLAT.

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

DUPAGE COUNTY CLERK: _____ (SEAL)

DATED THIS _____ DAY OF _____, 20__

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

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

DUPAGE COUNTY RECORDER: _____ (SEAL)

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____) S.S.

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

BY: _____ ATTEST: _____

TITLE: _____

DATED THIS _____ DAY OF _____, 20__

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____) S.S.

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

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

NOTARY PUBLIC: _____ (SEAL)

STATE OF ILLINOIS)
COUNTY OF McHENRY)

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PARCEL OF LAND DESCRIBED ABOVE. THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY AND CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

BAXTER & WOODMAN CONSULTING ENGINEERS

DATE: NOVEMBER 22, 2016

ANTHONY SCHWENK, P.L.S., P.E.
PROFESSIONAL LAND SURVEYOR
ILLINOIS NO. 029-00980



"LICENSE EXPIRES 11-30-2017"

MY PROFESSIONAL LICENSE RENEWAL DATE IS 11/30/2017

W:\0000\Baxter\Projects\1611\1611-22-16\1611-22-16.dwg - 11/22/16 10:48 AM - 1611-22-16.dwg
P:\0000\Baxter\Projects\1611\1611-22-16\1611-22-16.dwg - 11/22/16 10:48 AM - 1611-22-16.dwg
S:\0000\Baxter\Projects\1611\1611-22-16\1611-22-16.dwg - 11/22/16 10:48 AM - 1611-22-16.dwg
S:\0000\Baxter\Projects\1611\1611-22-16\1611-22-16.dwg - 11/22/16 10:48 AM - 1611-22-16.dwg

PLAT OF EASEMENT

Baxter & Woodman
Crystal Lake, Illinois 815.459.1260

1475 WINDFLOED ROAD - CRYSTAL LAKE, IL 60014
PHONE: 815-459-1260 - FAX: 815-459-0455

DRAWN BY: AEB	DATE	REVISIONS
CHECKED BY: AEB		
S-T-R: 26-40-6	SCALE: 1" = 20'	JOB NO:
CLIENT: Village of Carol Stream		070987

Exhibit B

Exhibit C.

APPLICATION AND CONSENT TO RULES CAROL STREAM WATER SERVICE USER

The Applicant certifies that he/she/they are the owners ("Owners") of the Property with the common street address of: 28W225 Trieste Lane West Chicago Illinois 60185. This form is an application to receive water from the Village of Carol Stream ("Village") potable water system at the above-specified address and to consent to the rules instituted from time-to-time by ordinance or administrative rule of the Village, or by State statute, which provides the terms and conditions under which residential water users may receive potable water service from the Village.

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

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

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

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

**APPLICATION AND CONSENT TO RULES
CAROL STREAM WATER SERVICE USER**

7. The well must be inspected and sampled at the owners' expense by the DuPage County Health Department.
8. The well must be tested annually at the owners' expense, and the results provided to the Village within seven working days.
9. If the private well is ever found to be contaminated, it must be capped and taken out of service in accordance with the requirements of the DuPage County Health Department.
10. If contamination is found to exist in another well in the vicinity of the property, and the Village determines that there is reasonable cause to conclude that the threat of contamination exists, then the private well must be capped and taken out of service in accordance with the requirements of the DuPage County Health Department.

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

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

Dated: _____

OWNERS:

Robert H. Cohen

Erika L. Voogd

RESOLUTION NO. _____

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

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

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

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

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

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the personal property described in Exhibit "A" and Exhibit "B", now owned by the Village of Carol Stream, is no longer useful and authorize its disposal per the attached memorandums dated December 16, 2011 and dated December 22, 2011.

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

PASSED AND APPROVED THIS 17th DAY OF JANUARY, 2012.

AYES:

NAYS:

ABSENT:

Pamela J. Fenner, Mayor Pro-Tem

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Bob Mellor, Assistant Village Manager

FROM: Marc Talavera, Information Systems Supervisor



DATE: **December 16, 2011**

RE: **Surplus Property**

I am asking the Village Board to declare the following list of electronic equipment surplus which are no longer useful or of value for village operations. Please see Attachment "**Exhibit A**"

We will use a combination approach to dispose of the equipment. Sprint offers a buyback program for certain models of phones. If the phones qualify for Sprints buyback program, we will sell the phones back to Sprint. Equipment that does not qualify for Sprint's buyback program will be donated to Social Services to be used at shelters and by the elderly. Equipment that is antiquated and has no value, we will use Com 2, the local Carol Stream recyclers, to properly dispose of the equipment.

It is my recommendation the Village Board authorizes the equipment to be processed by Com2 and functional equipment donated to Social Services or sold back to Sprint.

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

**REVIEWED AND
APPROVED BY:** Chief Kevin Orr



FROM: Sgt. Tom Miller *TML*

DATE: 12/22/2011

RE: Surplus vehicles for auction

*Request to declare seized vehicles awarded to Village as surplus
for sale on eBay, for sale via the Clinton Auto Auction, or donation
to the Fire Department for Training.*

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

- | | | |
|----|--------------------------|-------------------|
| 1) | 1989 Isuzu Pick-up Truck | JAACR16E3K7201355 |
| 2) | 2001 Dodge Stratus | 1B3EJ46X51N578924 |
| 3) | 1984 Oldsmobile Delta 88 | 1G3AV69Y9E9750422 |

Village of Carol Stream
INTER-DEPARTMENTAL MEMO

TO: Board of Trustees
FROM: Frank Saverino, Sr., Mayor *yes N.S.A*
DATE: January 9, 2012
RE: Fire and Police Commission Appointment

I am recommending the appointment of Michael Traficanti to fill a vacancy on the Board of Fire and Police Commissioners. Having received the accompanying recommendation from Deputy Police Chief Hoffman, I contacted Mr. Traficanti and concur with Deputy Chief Hoffman's comments. With your concurrence Mr. Traficanti will serve out the remainder of an unexpired term until April 30, 2013.

cc: Mr. Michael Traficanti

Village of Carol Stream

Interdepartmental Memo

TO: Chief Kevin Orr

FROM: DC Dan Hoffman

DATE: January 5, 2012

RE: Michael Traficanti's Consideration for Police and Fire Commissioner

I was asked to recommend a candidate to fill a vacancy on The Board of Police and Fire Commissioners. Having knowledge of the duties of the position, I approached Michael Traficanti, a resident who I have known for approximately ten years. Mike advised that he would be honored to be considered for the position.

Mike has been a resident of Carol Stream for approximately twenty-five years. He raised four children and has been very active in various community activities including coaching and the Glenbard North Boosters Club. Mike has coached football with The Carol Stream Youth Football Association for sixteen years.

In addition to his community involvement, Mike is the owner of "Traffic Services" which is located in Bartlett. Being the owner of a successful company, Mike has an extensive experience dealing with personnel issues from hiring to termination. Mike also has the ability to adjust his schedule to accommodate the demands of the position of Police and Fire Commissioner.

Mike advised that he felt that the opportunity would give him a chance to further contribute to the community in a positive way.

Village of Carol Stream
 Schedule of Bills
 For Village Board Approval on January 3 2012

AGENDA ITEM
K-1-a 1-17-2012

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
AT & T					
SERV FRM DEC 16 THRU JAN 15	415.02	01652800-52230	TELEPHONE	630Z57651912 DEC 16	
	<u>415.02</u>				
ADT SECURITY SERVICES INC					
SERV 01/01/12-03/31/12 FARM HOUSE	36.00	01650100-52230	TELEPHONE	61122183	
SRV 01/01/12-03/31/12 TWN CTR ALARM	36.00	01650100-52230	TELEPHONE	61122184	
	<u>72.00</u>				
ARMBRUST PLUMBING, HEATING & AIR CONDITIO					
WRC RPZ TEST / REPAIR	2,802.94	04101100-52244	MAINTENANCE & REPAIR	63513	
	<u>2,802.94</u>				
B & F TECHNICAL CODE					
BUILDING PLAN REV-450 KEHOE BLVD	1,423.10	01643700-52253	CONSULTANT	34180	20120007
BUILDING PLAN REV-720 CENTER	600.00	01643700-52253	CONSULTANT	34191	20120007
	<u>2,023.10</u>				
BAXTER & WOODMAN INC					
SW AREA WATER MAIN EXT ENG SRVS	6,195.00	04201600-54480	CONSTRUCTION	0160187	20120042
	<u>6,195.00</u>				
C S PARK DISTRICT					
BARK PARK PASS SALES	116.00	01-24236	BARK PARK MEMBERSHIP	NOV/2011	
	<u>116.00</u>				
CHRISTOPHER B BURKE ENGR LTD					
STRM WTR RVW OCT 30 - NOV 26 2011	125.00	01621900-52253	CONSULTANT	104050	
STRM WTR RVW OCT 30 - NOV 26 2011	360.50	01621900-52253	CONSULTANT	104049	
STRM WTR RVW OCT 30 - NOV 26 2011	6,926.50	01621900-52253	CONSULTANT	104045	
	<u>7,412.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on January 3 2012**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
CLARK BAIRD SMITH LLP					
LABOR COUNCIL NOV/2011	5,516.25	01570000-52238	LEGAL FEES	12/15/11	
	<u>5,516.25</u>				
COMED					
SERV FRM 10/19 - 11/18	35.71	01662300-52298	ATLE SERVICE FEE	4202129060NOV/11	
SERV FRM 11/09 THRU 12/12	26.22	01670600-52248	ELECTRICITY	6827721000DEC/11	
SERV FRM 11/16 - 12/19 2011	45.23	04201600-52248	ELECTRICITY	2514004009DEC/11	
SERV FRM 11/16 - 12/19 2011	427.28	06320000-52248	ELECTRICITY	6213120002DEC/11	
SERV FRM 11/16 - 12/19 2011	648.04	04101500-52248	ELECTRICITY	2496057000DEC/11	
SERV FRM 11/17 - 12/20 2011	16.60	01670600-52248	ELECTRICITY	4483019016NOV/11	
SERV FRM 11/17 - 12/20 2011	130.92	01670600-52248	ELECTRICITY	6337409002DEC/11	
SERV FRM 11/17 - 12/21 2011	49.11	04101500-52248	ELECTRICITY	2073133107DEC/11	
SERV FRM 11/18 - 12/20	42.50	06320000-52248	ELECTRICITY	1043062112DEC/11	
SERV FROM 11/23 - 12/28 2011	25.33	01670600-52248	ELECTRICITY	212711053DEC/11	
	<u>1,446.94</u>				
CUSTOM SERVICE HEAT COOL INC					
FIX HEATER/WATER GARAGE	247.50	04201600-52244	MAINTENANCE & REPAIR	12/19/2011	
HEATER REPAIR PWKS	220.00	01670400-52244	MAINTENANCE & REPAIR	11/03/11	
HEATERS IN S GARAGE REPAIR	192.50	01670400-52244	MAINTENANCE & REPAIR	10/19/11	
	<u>660.00</u>				
DAVID G BAKER					
VLG BOARD MTG TELECAST 12/19	105.00	01650100-52253	CONSULTANT	121911	
	<u>105.00</u>				
DIAMOND SPEED PRODUCT					
BLADES	135.72	01670600-53317	OPERATING SUPPLIES	25977	
	<u>135.72</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on January 3 2012**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
DUPAGE COUNTY					
APPL FEE RIGHT OF WAY WORK	100.00	04201600-52244	MAINTENANCE & REPAIR	AP110595	
DATA PROCESS POLICE NOVEMBER	250.00	01662600-52247	DATA PROCESSING	0247	
	<u>350.00</u>				
DUPAGE COUNTY RECORDER					
CLERKS OFFICE RECORDING FEES	117.00	01580000-52233	RECORDING FEES	201112150183	
	<u>117.00</u>				
DUPAGE MAYORS AND MANAGERS CONFERENCE					
OCTOBER BUS MTG 10/19/11	40.00	01590000-52222	MEETINGS	6825	
	<u>40.00</u>				
EXELON ENERGY INC					
SERV FROM 11/09 - 12/11	490.43	04101500-52248	ELECTRICITY	100431100260	
	<u>490.43</u>				
FEDEX					
INV SUMMARY DEC 21 2011	16.79	01650100-57499	CONTINGENCY	7-734-33936	
	<u>16.79</u>				
FULTON TECHNOLOGIES					
SIREN REPAIR	505.00	01660100-53317	OPERATING SUPPLIES	U-20110576	
	<u>505.00</u>				
I P E L R A					
REGIS FEE FOR SEMINAR FEB 16 2012	160.00	01670100-52223	TRAINING	P MODAFF	
	<u>160.00</u>				
JOHN L FIOTI					
TOW AND ALTE HEARINGS DEC 14 2011	187.50	01662300-52310	ATLE LEGAL ADJUDICATION	C S 36	
TOW AND ALTE HEARINGS DEC 14 2011	187.50	01570000-52238	LEGAL FEES	C S 36	
	<u>375.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on January 3 2012**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
KPW TRUCKING INC					
CA 6 STONE FOR BACKFILL	572.50	04201600-53317	OPERATING SUPPLIES	742	
	<u>572.50</u>				
LAW ENFORCEMENT LEGAL REVIEW					
SUBSCRIPTION 2012	98.00	01660100-52234	DUES & SUBSCRIPTIONS	11-1125	
	<u>98.00</u>				
NEXTEL COMMUNICATIONS					
SERV FRM 11/24 - 12/23	27.09	01642100-52230	TELEPHONE	760300514-119	
SERV FRM 11/24 - 12/23	27.09	01643700-52230	TELEPHONE	760300514-119	
SERV FRM 11/24 - 12/23	27.09	01662500-52230	TELEPHONE	760300514-119	
SERV FRM 11/24 - 12/23	54.18	01680000-52230	TELEPHONE	760300514-119	
SERV FRM 11/24 - 12/23	60.78	01600000-52230	TELEPHONE	760300514-119	
SERV FRM 11/24 - 12/23	60.78	01610100-52230	TELEPHONE	760300514-119	
SERV FRM 11/24 - 12/23	60.78	04200100-52230	TELEPHONE	760300514-119	
SERV FRM 11/24 - 12/23	60.78	01690100-52230	TELEPHONE	760300514-119	
SERV FRM 11/24 - 12/23	78.49	01622200-52230	TELEPHONE	760300514-119	
SERV FRM 11/24 - 12/23	114.18	01664700-52230	TELEPHONE	760300514-119	
SERV FRM 11/24 - 12/23	114.96	01662300-52230	TELEPHONE	760300514-119	
SERV FRM 11/24 - 12/23	117.74	01620100-52230	TELEPHONE	760300514-119	
SERV FRM 11/24 - 12/23	121.56	01652800-52230	TELEPHONE	760300514-119	
SERV FRM 11/24 - 12/23	146.29	01662700-52230	TELEPHONE	760300514-119	
SERV FRM 11/24 - 12/23	162.54	04201600-52230	TELEPHONE	760300514-119	
SERV FRM 11/24 - 12/23	164.12	01662400-52230	TELEPHONE	760300514-119	
SERV FRM 11/24 - 12/23	182.34	01650100-52230	TELEPHONE	760300514-119	
SERV FRM 11/24 - 12/23	209.43	01670100-52230	TELEPHONE	760300514-119	
SERV FRM 11/24 - 12/23	297.84	01660100-52230	TELEPHONE	760300514-119	
	<u>2,088.06</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on January 3 2012**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
NORTHEASTERN ILLINOIS PUBLIC SAFETY					
TRNG 10/27/11COOPER/CLEAVER	150.00	01662300-52223	TRAINING	8406	
	<u>150.00</u>				
ROYALE HOUSE					
1 BRICK VERMARCO	27.15	01750000-53302	BRICKS	BRICKS	
	<u>27.15</u>				
SNI SOLUTIONS					
SALT MIX	5,807.70	06320000-53335	SALT	130256	20120083
	<u>5,807.70</u>				
THOMAS F HOWARD JR					
LEGAL FEES FOR DECEMBER 2011	6,701.25	01570000-52312	PROSECUTION DUI	187	
	<u>6,701.25</u>				
TOTE DETAILING SPECIALISTS INC					
STORAGE FOR CALCIUM	750.00	01670200-53317	OPERATING SUPPLIES	IS2111208-04	
	<u>750.00</u>				
TRANSYSTEMS CORPORATION					
FAIR OAKS RD PAVEMENT REHAB PR	325.74	11740000-55486	ROADWAY CAPITAL IMPROVEMENT(2201044)		20120034
KUHN RD BIKE TRL PH II CONST	1,097.58	11740000-55486	ROADWAY CAPITAL IMPROVEMENT13(2201041)		20120038
WEST BRANCH TRL PROJECT	11,966.04	11740000-55486	ROADWAY CAPITAL IMPROVEMENT8(2201040)		20120035
	<u>13,389.36</u>				
UNIVERSAL CABLE CONSTRUCTION					
UG CONSTRUCTION VLG HALL	442.20	01680000-52244	MAINTENANCE & REPAIR	11 1029	
	<u>442.20</u>				
GRAND TOTAL	<u><u>\$58,980.41</u></u>				

The preceding list of bills payable totaling \$58,980.41 was reviewed and approved for payment.

Approved by:



Joseph Breinig – Village Manager

Date: 1/12/12

Authorized by:

Pamela Fenner – Mayor Pro-Tem

Beth Melody, Village Clerk

Date: _____

Village of Carol Stream
 Schedule of Bills
 For Village Board Approval on January 17 2012

AGENDA ITEM
K-1-b 1-17-2012

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
A TO Z ALL PURPOSE RENTAL INC					
TENT STORAGE DEC/11	175.00	01680000-52219	TC MAINTENANCE	16130	
	<u>175.00</u>				
A-ARCHER SEWER & PLUMBING SERVICES INC					
REPR DRAIN RESTRM VLG	335.00	01680000-52244	MAINTENANCE & REPAIR	19992	
	<u>335.00</u>				
ADT SECURITY SERVICES INC					
CHARGER CT 12/1-2/29	38.25	04100100-52234	DUES & SUBSCRIPTIONS	59121567	
	<u>38.25</u>				
ADVANCED ROOFING					
ROOF & GUTTER REPAIR PWKS	3,273.78	01670400-52244	MAINTENANCE & REPAIR	7779	
	<u>3,273.78</u>				
AFTERMATH INC					
EVID CABINET 11/22	95.00	01662400-53317	OPERATING SUPPLIES	JC2011-0117	
EVID CABINET 11/23	95.00	01662400-53317	OPERATING SUPPLIES	JC2011-0119	
EVID CABINET 11/29	95.00	01662400-53317	OPERATING SUPPLIES	JC2011-0126	
SQUAD CLEANING 612	95.00	01662700-52212	AUTO MAINTENANCE & REPAIR	JC2011-0036	
	<u>380.00</u>				
AIR ONE EQUIPMENT INC					
HYDRO TEST	17.50	04201600-53317	OPERATING SUPPLIES	511818	
	<u>17.50</u>				
ALANIZ LAWNCARE INC					
WEED ABATEMENTS 8/17/11	519.90	01642100-52260	WEED MOWING	4286	
	<u>519.90</u>				
AMERICAN FIRST AID					
RE-STOCK SUPPLIES	71.73	01650100-53317	OPERATING SUPPLIES	103094	
	<u>71.73</u>				

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AMERICAN MESSAGING					
SERV FOR DEC/11	4.44	01660100-52243	PAGING	U1113407LL	
SERV FOR DEC/11	4.44	01662600-52243	PAGING	U1113407LL	
SERV FOR DEC/11	4.44	01690100-52264	EQUIPMENT RENTAL	U1113407LL	
SERV FOR DEC/11	4.44	04201600-52243	PAGING	U1113407LL	
SERV FOR DEC/11	13.35	01662500-52243	PAGING	U1113407LL	
SERV FOR DEC/11	35.80	01670100-52243	PAGING	U1113407LL	
	<u>66.91</u>				
ANDY FRAIN SERVICES					
CROSSING GUARD SERVICES FOR DEC/2011	8,927.55	01662300-52105	CROSSING GUARDS	156662	
	<u>8,927.55</u>				
ARMBRUST PLUMBING, HEATING & AIR CONDITIO					
MISC LEAK REPAIRS	216.65	04201400-53333	NEW METERS	63514	
	<u>216.65</u>				
ASE EQUIPMENT SERVICES					
INSTALL GRATE SUPPORT	400.00	04201600-53317	OPERATING SUPPLIES	6169	
	<u>400.00</u>				
ATOMIC TRANSMISSIONS					
CHEROKEE RADIATOR	475.00	01696200-53353	OUTSOURCING SERVICES	91897	
	<u>475.00</u>				
AUTO KOOL SYSTEMS					
RADIATOR PART	192.00	01696200-53354	PARTS PURCHASED	065009	
	<u>192.00</u>				
B & F TECHNICAL CODE					
BUILDING PLAN REV'S 125 MERCEDES	225.00	01643700-52253	CONSULTANT	34294	20120007
PLUMBING INSPECTIONS SERV'S-DEC/2011	1,439.20	01643700-52253	CONSULTANT	34258	20120008
	<u>1,664.20</u>				

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BATTERIES PLUS					
AA BATTERIES	13.58	01660157-53317	OPERATING SUPPLIES	487-212239	
CADLE FLSHLIT BATT	17.82	01662757-53317	OPERATING SUPPLIES	487-212239	
NICKLES FLSHLIT BATT	17.82	01662457-53317	OPERATING SUPPLIES	487-212239	
	<u>49.22</u>				
BATTERY SERVICE CORPORATION					
12V BATTERIES	61.00	01696200-53354	PARTS PURCHASED	217204	
3 DIESEL BATTERIES	262.50	01696200-53354	PARTS PURCHASED	217095	
TRUCK BATTERY	61.00	01696200-53354	PARTS PURCHASED	217117	
	<u>384.50</u>				
BNA BOOKS					
LAW OFFCR MANUAL	58.40	01660100-53318	REFERENCE MATERIALS	3910251	3910251
	<u>58.40</u>				
BRACING SYSTEMS					
DRUM RODDER	25.00	01680000-52264	EQUIPMENT RENTAL	180779-1	
PLASTIC FOR CONCRETE	72.00	01670500-53317	OPERATING SUPPLIES	180556-1	
	<u>97.00</u>				
C S PARK DISTRICT					
PARK PASSES SOLD FOR DECEMBER 2011	174.00	01-24236	BARK PARK MEMBERSHIP	DEC/11 BARK PARK	
	<u>174.00</u>				
C S PUBLIC LIBRARY					
PPRT FOR THE COLLECTION OF MAY-DEC 2011	19,292.04	01000000-41102	PERSONAL PROPERTY REPLAC TAXMAY-DEC/11 PPRT		
	<u>19,292.04</u>				
CAMPINGSERVIVAL.COM					
CERT SUPPLIES	134.40	01664778-53325	COMMUNITY RELATIONS	185463A	
	<u>134.40</u>				

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CAROL STREAM LAWN & POWER					
STIHL PARTS	24.11	04201600-53317	OPERATING SUPPLIES	291814	
	<u>24.11</u>				
CARQUEST AUTO PARTS					
40LB CLAY PRODUCT	14.92	01696200-53317	OPERATING SUPPLIES	2420225669	
40LB CLAY PRODUCT	22.38	01696200-53317	OPERATING SUPPLIES	2420225231	
AIR FILTER	12.37	01696200-53354	PARTS PURCHASED	2420225688	
ALTERATOR RETURN	-548.73	01696200-53354	PARTS PURCHASED	2420225914	
ALTERNATOR	266.56	01696200-53354	PARTS PURCHASED	2420225906	
ALTERNATOR	282.17	01696200-53354	PARTS PURCHASED	2420225893	
ALTERNATOR	282.17	01696200-53354	PARTS PURCHASED	2420225916	
AUTO CHARGER	-36.62	01696200-53354	PARTS PURCHASED	2420224643	
BATTERY	86.75	01696200-53354	PARTS PURCHASED	2420224575	
BATTERY RETURNED	-17.00	01696200-53354	PARTS PURCHASED	2420224602	
BRAKES/ROTOR/O.F.	122.33	01696200-53354	PARTS PURCHASED	2420225669	
BRAKES/ROTORS	303.15	01696200-53354	PARTS PURCHASED	2420225403	
FUEL/TRANS FILTERS	76.79	01696200-53354	PARTS PURCHASED	2420224255	
HEADLIGHTS/CHARGER	64.07	01696200-53354	PARTS PURCHASED	2420224641	
HUB/SWAY BAR	196.71	01696200-53354	PARTS PURCHASED	2420225344	
O.P. GASKET	20.42	01696200-53354	PARTS PURCHASED	2420225468	
PART-BATTERY	117.78	01696200-53354	PARTS PURCHASED	2420223320	
ROTORS/BRAKES	117.45	01696200-53354	PARTS PURCHASED	2420224116	
TIE RODS	66.30	01696200-53354	PARTS PURCHASED	2420225683	
TIRE RODS	33.15	01696200-53354	PARTS PURCHASED	2420225444	
TRANS FILTER KIT	42.30	01696200-53354	PARTS PURCHASED	2420224793	
TRANS FILTER KIT	44.77	01696200-53354	PARTS PURCHASED	2420224515	
WIPER BLADES	34.20	01696200-53354	PARTS PURCHASED	2420225073	
WIPER BLADES	92.54	01696200-53354	PARTS PURCHASED	2420225013	
	<u>1,696.93</u>				

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CASEY EQUIPMENT CO INC					
SHORING	7,256.00	04201600-54412	OTHER EQUIPMENT	23679	20120077
	<u>7,256.00</u>				
CHICAGO INTERNATIONAL TRUCK LLC					
FUEL PUMP	144.03	01696200-53354	PARTS PURCHASED	16027760	
TRUCK REPAIR	13,651.28	01696200-53353	OUTSOURCING SERVICES	1602044	20120085
	<u>13,795.31</u>				
CHICAGO PARTS AND SOUND					
ALTERNATOR RETURN	-75.00	01696200-53354	PARTS PURCHASED	427230	
BATTERY	317.88	01696200-53354	PARTS PURCHASED	426976	
BRAKES/ROTORS	329.88	01696200-53354	PARTS PURCHASED	425617	
CORE RETURN	-36.00	01696200-53354	PARTS PURCHASED	427227	
MOTOR BLOWER ASSEMBLY	91.81	01696200-53354	PARTS PURCHASED	430348	
RETURN-WIPER MOTOR	-133.65	01696200-53354	PARTS PURCHASED	429341	
WIPER MOTOR	133.65	01696200-53354	PARTS PURCHASED	429046	
WIPER MOTOR	147.87	01696200-53354	PARTS PURCHASED	429187	
	<u>776.44</u>				
CHOICE OFFICE EQUIPMENT AND SUPPLIES INC					
WRC COPIER MTC DECEMBER 2011	18.05	04100100-52231	COPY EXPENSE	121261	
	<u>18.05</u>				
CITY COMMUNICATIONS INC					
YEARLY FIRE ALARM TEST	99.50	01670400-52244	MAINTENANCE & REPAIR	30315	
YEARLY FIRE ALARM TEST	99.50	04201600-52244	MAINTENANCE & REPAIR	30315	
	<u>199.00</u>				

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CITY LIMITS					
CLEANINGSUPPLIES12/16	543.14	01670200-53317	OPERATING SUPPLIES	1754	
CLEANINGSUPPLIES12/16	943.50	01670400-53317	OPERATING SUPPLIES	1754	
WINTERSUPPLIES4TRUCKS	428.56	01670200-53317	OPERATING SUPPLIES	1727	
	<u>1,915.20</u>				
COMED					
SERV FRM 10/25 - 11/23 2011	196.71	06320000-52248	ELECTRICITY	0815164035 NOV/11	
SERV FRM 11/16 - 12/20	939.99	04201600-52248	ELECTRICITY	0300009027DEC/11	
SERV FRM 11/16 - 12/21	124.25	06320000-52248	ELECTRICITY	6675448009DEC/11	
SERV FRM 11/17 - 12/21	16.60	01670600-52248	ELECTRICITY	0803155026DEC/11	
SERV FRM 11/17 - 12/21	16.60	01670600-52248	ELECTRICITY	1865134015DEC/11	
SERV FRM 11/17 - 12/21	127.66	06320000-52248	ELECTRICITY	3153036011DEC/11	
SERV FRM 11/18 - 12/21	34.91	01662300-52298	ATLE SERVICE FEE	4202129060DEC/11	
SERV FRM 11/18 THRU 12/12 2011	118.86	06320000-52248	ELECTRICITY	0030086009DEC/11	
SERV FRM 11/21 - 12-22	28.15	06320000-52248	ELECTRICITY	1603109101DEC/11	
SERV FRM 11/21 - 12/22	92.13	04101500-52248	ELECTRICITY	0291093117DEC/11	
SERV FRM 11/22 - 12/27	25.33	01670600-52248	ELECTRICITY	5838596003DEC/11	
SERV FRM 11/23 - 12/28 2011	188.98	06320000-52248	ELECTRICITY	0815164035DEC/11	
	<u>1,910.17</u>				
CONCEPT WIRELESS COMMUNICATIONS INC					
INSTALL RADIO IN TRKS	301.41	01696200-53353	OUTSOURCING SERVICES	153014	
	<u>301.41</u>				
CRAINS CHICAGO BUSINESS					
1YR SUBSCRIPT BREINIG	97.95	01590000-52234	DUES & SUBSCRIPTIONS	95144776	
	<u>97.95</u>				
CURRIE MOTORS FLEET					
2012 FORD ESCAPE PWKS	21,912.00	01670100-54415	VEHICLES	CKB33162	20120056
	<u>21,912.00</u>				

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DAILY HERALD					
BID ADVERT 11/30/11	112.70	04200100-52240	PUBLIC NOTICES/INFORMATION	T4284467	
PN 11251	71.30	01530000-52240	PUBLIC NOTICES/INFORMATION	T4283963	
PN 11312	80.50	01530000-52240	PUBLIC NOTICES/INFORMATION	T4283965	
REQUEST OF PRO 12/1 LED STR LIGHT UPGD	46.00	04200100-52240	PUBLIC NOTICES/INFORMATION	T4284551	
	<u>310.50</u>				
DANNAE POPE					
POLICE UNIFORM BOOTS D POPE	100.53	01662700-53324	UNIFORMS		REIMB FOR BOOTS
	<u>100.53</u>				
DELUXE TOWING					
TOW #677- GARAGE	20.00	01662753-52212	AUTO MAINTENANCE & REPAIR	74713	
TOWING CONCRETE BLKS	600.00	01670400-53317	OPERATING SUPPLIES	70380	
	<u>620.00</u>				
DITCH WITCH					
CERT SUPPLIES	23.20	01664778-53325	COMMUNITY RELATIONS	C07761	
CERT SUPPLIES	51.00	01664778-53325	COMMUNITY RELATIONS	C07762	
	<u>74.20</u>				
DOWNEY & RIPPE LLC					
LED TUBE	202.23	01670300-53317	OPERATING SUPPLIES	7262213	
	<u>202.23</u>				
DPA LASER SERVICES INC					
TONER CARTRIDGES	521.80	01662600-53314	OFFICE SUPPLIES	10035	
	<u>521.80</u>				

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DU COMM					
QRTLY SHRS FEB THRU APRIL 2012	7,081.03	01662300-52245	GENERAL COMMUNICATIONS	14520	20120013
QRTLY SHRS FEB THRU APRIL 2012	9,913.78	01660100-52245	GENERAL COMMUNICATIONS	14520	20120013
QRTLY SHRS FEB THRU APRIL 2012	11,330.04	01662400-52245	GENERAL COMMUNICATIONS	14520	20120013
QRTLY SHRS FEB THRU APRIL 2012	14,162.30	01664700-52245	GENERAL COMMUNICATIONS	14520	20120013
QRTLY SHRS FEB THRU APRIL 2012	99,136.85	01662700-52245	GENERAL COMMUNICATIONS	14520	20120013
	<u>141,624.00</u>				
DUPAGE COUNTY ANIMAL CARE & CONTROL					
ANIMAL CNTRL OCT/11	150.00	01660100-52249	ANIMAL CONTROL	315-18135	
	<u>150.00</u>				
DUPAGE COUNTY MAJOR CRIMES TASK FORCE					
2012 DUES POLICE DEPT	500.00	01662400-53330	INVESTIGATION FUND	2012 DUES	
	<u>500.00</u>				
ERYOPS BODYCRAFT INC					
SQUAD #680 REPAIRS	970.92	01662700-52212	AUTO MAINTENANCE & REPAIR	5228	
	<u>970.92</u>				
ESRI					
ARC 1/16/12-1/15/13	3,300.00	01-13010	PRE-PAID ITEMS	92422599	
	<u>3,300.00</u>				
EXELON ENERGY INC					
SERV FRM 11/16 - 12/19 2011	3,138.98	04201600-52248	ELECTRICITY	100559500260	
SERV FRM 11/17 -12/19 300 BENNETT LITE 25	2,388.47	06320000-52248	ELECTRICITY	200214600180	
SERV FRM 11/18 - 12/20	2,970.62	04201600-52248	ELECTRICITY	100431200260	
	<u>8,498.07</u>				
FLOLO CORPORATION					
MTC SERV NOV/11	300.00	04201600-52244	MAINTENANCE & REPAIR	088454	
	<u>300.00</u>				

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FUTURE ENVIRONMENTAL INC					
O.F. RECYCLE	70.00	01696200-53317	OPERATING SUPPLIES	343030	
	<u>70.00</u>				
GEXPRO					
STREET LIGHT FIXTURES	2,301.72	01670300-52271	STREET LIGHT MAINTENANCE	265-328628	
	<u>2,301.72</u>				
GOLDY LOCKS INC					
DOOR REPAIRS	1,500.60	01670400-52244	MAINTENANCE & REPAIR	604585	
	<u>1,500.60</u>				
GOLF & BUSSE TOWING					
TOWING OF MERCEDES, DODGE 9/13/11	110.00	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	23373	
	<u>110.00</u>				
GORDON FLESCH COMPANY INC					
DIGITAL NETWORK CARD	139.00	01662600-52226	OFFICE EQUIPMENT MAINTENAN	DL484 1	
SERV 10/28 - 11/28	132.82	01662600-52226	OFFICE EQUIPMENT MAINTENAN	DX308 1	
SRV 11/27/11-11/27/12	332.00	01662600-52226	OFFICE EQUIPMENT MAINTENAN	DLV707 1	
	<u>603.82</u>				
HD SUPPLY WATERWORKS					
REPAIR LID	531.00	04201600-53317	OPERATING SUPPLIES	4121626	
	<u>531.00</u>				
HOLSTEIN'S GARAGE					
TRUCK INSPECTION	29.00	01696200-53353	OUTSOURCING SERVICES	7824	
TRUCK INSPECTION	87.00	01696200-53353	OUTSOURCING SERVICES	3798	
	<u>116.00</u>				

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HOME DEPOT					
ADAPTER/EX CORD	33.93	04201600-53317	OPERATING SUPPLIES	0552851	
BRICK PAVERS	21.52	04101500-53317	OPERATING SUPPLIES	0204321	
CERT SUPPLIES	47.84	01664778-53325	COMMUNITY RELATIONS	0266361	
POISON & WIRE CVR SUPPLIES	33.73	04201600-53317	OPERATING SUPPLIES	0271510	
	48.30	01696200-53317	OPERATING SUPPLIES	53438	
	185.32				
HOTELS-MASTERCARD					
MODAFF CONF-ARC GIS	401.07	01670100-52223	TRAINING	141406861680	
	401.07				
HOVING PIT STOP					
PORT REST. TR LIGHTIN	375.00	01750000-52291	MISC EVENTS/ACTIVITIES	49058	
	375.00				
I C M A (INTN'L CITY/COUNTY MGMT ASSN					
ICMA DUES BREINIG	1,398.63	01590000-52234	DUES & SUBSCRIPTIONS	BREINIG	
	1,398.63				
I P E L R A					
HOPPENSTEDT/MYERS 2012 EMP LAW	160.00	04200100-52223	TRAINING	SEMINAR 2/16/12	
HOPPENSTEDT/MYERS 2012 EMP LAW	160.00	01690100-52223	TRAINING	SEMINAR 2/16/12	
MELLOR, REBHOLZ,SAILER, HOFFMAN 2/6/12	160.00	01600000-52223	TRAINING	4 REGIS LAW SEMINAR	
MELLOR, REBHOLZ,SAILER, HOFFMAN 2/6/12	160.00	01590000-52223	TRAINING	4 REGIS LAW SEMINAR	
MELLOR, REBHOLZ,SAILER, HOFFMAN 2/6/12	320.00	01660100-52223	TRAINING	4 REGIS LAW SEMINAR	
	960.00				
I R M A					
DECEMBER MONTHLY DEDUCTIBLE	963.98	01650100-52215	INSURANCE DEDUCTIBLES	11220	
DECEMBER OPTIONAL DEDUCTIBLE	3,708.58	01650100-52215	INSURANCE DEDUCTIBLES	11201	
	4,672.56				

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ILLINOIS ASSN OF CHIEFS OF POLICE					
ILL. CHIEFS ASN/2012	85.00	01660100-52234	DUES & SUBSCRIPTIONS	HOFFMAN	
	<u>85.00</u>				
ILLINOIS CITY COUNTY MANAGEMENT ASSN					
ICMA SALES TAX MTG	25.00	01610100-52222	MEETINGS	6429911	
	<u>25.00</u>				
ILLINOIS DEPT OF FINANCIAL & PROF REGULA					
PE LICENSE RNWL GLEES	61.50	01640100-52234	DUES & SUBSCRIPTIONS	083661	
	<u>61.50</u>				
ILLINOIS FIRE INSPECTORS ASSOCIATION					
RESID SPNKLER TRNG ANDERSON, MARTIN	60.00	01643700-52223	TRAINING	13435	
	<u>60.00</u>				
ILLINOIS LIGHTING INC					
PHOTO CELLS	50.00	01670300-52271	STREET LIGHT MAINTENANCE	13645	
PHOTO CELLS	200.00	01670300-52271	STREET LIGHT MAINTENANCE	13630	
	<u>250.00</u>				
ILLINOIS RECYCLING ASSOCIATION					
MEMBERSHIP FEE	250.00	01650100-52234	DUES & SUBSCRIPTIONS	5986100	
	<u>250.00</u>				
ILLINOIS SECRETARY OF STATE					
MUNICIPAL PLATES/REGIS 2012 FORD ESCAPE	105.00	01670100-52212	AUTO MAINTENANCE & REPAIR	KB33162 2012 FORD	
NOTARY COMM RNWL MIKE ZOCHERT	10.00	01662700-52234	DUES & SUBSCRIPTIONS	MIKE ZOCHERT RNWL	
NOTARY RENEWAL GLENN HARKER	10.00	01662700-52234	DUES & SUBSCRIPTIONS	GLENN HARKER	
RENEWAL CHAD PASKEVICZ	10.00	01662700-52234	DUES & SUBSCRIPTIONS	NOTARY C PASKEVICZ	
	<u>135.00</u>				

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INTERNATIONAL SOCIETY OF ARBORICULTURE					
ARBOR RECERT GUENTER	100.00	01670700-52234	DUES & SUBSCRIPTIONS	402301	
	<u>100.00</u>				
INTERNET PURCHASE MASTERCARD					
CLOTH ALLOW - GREY	-67.30	01664700-53324	UNIFORMS	25990-KEY CR	
CLOTH ALLOW - GREY	67.30	01664700-53324	UNIFORMS	25590-XEYEHT	
DMYERS PHONE ACCES	17.05	01696200-53317	OPERATING SUPPLIES	7132216	
JUMP PACK-GARAGE	115.00	01696200-53350	SMALL EQUIPMENT EXPENSE	3495446	
JUMP PACK-GARAGE PWKS	115.00	01670400-53350	SMALL EQUIPMENT EXPENSE	3495446	
MONEY MAGAZINE(30)	127.50	01643600-52246	ECONOMIC DEVELOPMENT	30492496	
NETBOOK CASE	18.14	01660100-53317	OPERATING SUPPLIES	6159436	
SAFETY SUPPLIES	75.24	01696200-53324	UNIFORMS	E145589	
	<u>467.93</u>				
JAM PACKAGING					
OFFICE SUPPLIES	51.26	01613000-53314	OFFICE SUPPLIES	26090	
	<u>51.26</u>				
JEWEL-OSCO					
CERT SUPPLIES	38.96	01664778-53325	COMMUNITY RELATIONS	0232119	
FOOD FOR CERT	24.47	01664778-53325	COMMUNITY RELATIONS	0006104	
	<u>63.43</u>				
JOE COTTON FORD					
PART-RADIATOR	628.01	01696200-53354	PARTS PURCHASED	297870	
PARTS	15.58	01696200-53354	PARTS PURCHASED	297607	
PARTS-NUT WHEEL	4.16	01696200-53354	PARTS PURCHASED	297418	
PARTS-SWITCH	52.63	01696200-53354	PARTS PURCHASED	297871	
SQUAD 672 MTC	129.95	01696200-53353	OUTSOURCING SERVICES	456448	
	<u>830.33</u>				

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For Village Board Approval on January 17 2012**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
KANE, MCKENNA AND ASSOCIATES INC					
NORTH/SCHMALE TIF DISTRICT	375.00	01650100-57499	CONTINGENCY	10841	20120055
	<u>375.00</u>				
KLEIN, THORPE & JENKINS, LTD					
LEGAL SERV'S THRU NOV 30 2011	78.00	21500000-52238	LEGAL FEES	12/15/11	
LEGAL SERV'S THRU NOV 30 2011	117.00	04100100-52238	LEGAL FEES	12/15/11	
LEGAL SERV'S THRU NOV 30 2011	513.50	11740000-52238	LEGAL FEES	12/15/11	
LEGAL SERV'S THRU NOV 30 2011	799.50	04200100-52238	LEGAL FEES	12/15/11	
LEGAL SERV'S THRU NOV 30 2011	1,091.55	01650100-57499	CONTINGENCY	12/15/11	
LEGAL SERV'S THRU NOV 30 2011	4,714.55	01570000-52238	LEGAL FEES	12/15/11	
	<u>7,314.10</u>				
KMART					
CLOTH ALLOW - EBY	63.94	01664700-53324	UNIFORMS	12/8/11 4214	
	<u>63.94</u>				
KOHL'S					
CLOTH ALLOW - GREY	104.63	01664700-53324	UNIFORMS	571001084601	
	<u>104.63</u>				
KOTULAS					
BRUSH SCRUSHER	24.99	01680000-53319	MAINTENANCE SUPPLIES	25164515	
	<u>24.99</u>				
LANGUAGE LINE SERVICES					
SEPT/11 ANNUAL FEE	35.00	01662700-53317	OPERATING SUPPLIES	2817881	
	<u>35.00</u>				
LASER TECHNOLOGY INC					
OPERATING SUPPLIES	301.00	01660100-53317	OPERATING SUPPLIES	123010	
	<u>301.00</u>				

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LIVE VIEW GPS INC					
MONTHLY FEE-DEC 2011	79.90	01664700-53330	INVESTIGATION FUND	69103	
	<u>79.90</u>				
LOWE'S HOME CENTERS					
CABLE DUCT	10.96	01652800-53317	OPERATING SUPPLIES	09081	
CREDIT PWR STRIP	-12.97	01662400-53317	OPERATING SUPPLIES	14602	
OUTLET-VLG HALL	11.50	01680000-53319	MAINTENANCE SUPPLIES	07881	
PAINT	84.91	01680000-53319	MAINTENANCE SUPPLIES	09660	
PAINT/RLR & SLT SPRDR	98.25	01680000-53319	MAINTENANCE SUPPLIES	07335	
POWER STRIP	12.97	01662400-53317	OPERATING SUPPLIES	07335	
POWER STRIP	19.97	01662400-53317	OPERATING SUPPLIES	07450	
SUPPLIES	67.23	01670300-53317	OPERATING SUPPLIES	08938	
SUPPLIES4TREELIGHTING	24.54	01750000-52291	MISC EVENTS/ACTIVITIES	08186	
VOLUNTEER SUPPLIES	21.84	01664773-53325	COMMUNITY RELATIONS	16048	
WOOD-AIR COND COVR	34.40	01680000-53319	MAINTENANCE SUPPLIES	02706	
	<u>373.60</u>				
LYNN PEAVEY COMPANY					
EVIDENCE PACKAGING	134.75	01662460-53317	OPERATING SUPPLIES	249595	
	<u>134.75</u>				
MAILFINANCE					
LEASE 01/2012	422.44	01650100-52226	OFFICE EQUIPMENT MAINTENANON	2948977	
	<u>422.44</u>				
MEADE ELECTRIC COMPANY INC					
NRTH/CTY FRM OCT/11	507.40	06320000-52244	MAINTENANCE & REPAIR	652913	
TRAFF SIGNL MTC 10/11	150.00	06320000-52244	MAINTENANCE & REPAIR	652412	
TRAFF SIGNL MTC 11/11	150.00	06320000-52244	MAINTENANCE & REPAIR	652812	
	<u>807.40</u>				

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MENARDS					
CARD STORAGE BOX	29.96	01662400-53317	OPERATING SUPPLIES	065734	
RANGE CLEANING SUPPLIES	39.90	01662700-53317	OPERATING SUPPLIES	075744	
SHELVING FOR SAFE	37.93	01610100-53317	OPERATING SUPPLIES	063995	
	<u>107.79</u>				
MID AMERICA HORTICULTURAL TRADE SHOW					
LESCHERJAN18-23 2012	85.00	01680000-52223	TRAINING	12924412	
MELLOR JAN 18-23 2012	85.00	01600000-52223	TRAINING	12924486	
	<u>170.00</u>				
MINUTEMAN PRESS					
BUS CARD HARKER	38.12	01662700-53315	PRINTED MATERIALS	34211	
BUSINESS CARDS-MYERS	38.12	01690100-53315	PRINTED MATERIALS	34178	
	<u>76.24</u>				
MONROE TRUCK EQUIPMENT					
BEARINGS	95.12	01696200-53354	PARTS PURCHASED	292165	
	<u>95.12</u>				
MONSTER.COM					
JOB POSTING	273.00	01600000-52228	PERSONNEL HIRING	3063819	
	<u>273.00</u>				
MORONI LAW OFFICES					
LEGAL SERV FOR NOVEMBER 2011	2,405.00	01570000-52235	LEGAL FEES-PROSECUTION	NOVEMBER 2011	
	<u>2,405.00</u>				
MR SITCO					
WATER METER READINGS-JANUARY 2012	1,636.80	04103100-52221	UTILITY BILL PROCESSING	201242	20120003
WATER METER READINGS-JANUARY 2012	1,636.80	04203100-52221	UTILITY BILL PROCESSING	201242	20120003
	<u>3,273.60</u>				

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MULTI PRINTING SOLUTIONS					
COURT SUPR FORMS	440.86	01662600-53315	PRINTED MATERIALS	0224914	
	<u>440.86</u>				
N E M R T					
KOTNAUR-ADV EVID TECH	300.00	01662700-52223	TRAINING	149372	
	<u>300.00</u>				
NAPA AUTO CENTER					
FLOOR MATS	142.41	01696200-53354	PARTS PURCHASED	148002	
SOCKET SET	51.99	01696200-53316	TOOLS	148618	
WINDOW WASH	127.76	01696200-53317	OPERATING SUPPLIES	148443	
	<u>322.16</u>				
NATAURALIZER OUTLET					
CLOTH ALLOW - NICKLES	69.99	01662400-53324	UNIFORMS	8452	
	<u>69.99</u>				
NATIONAL ASSN OF SOCIAL WORKERS					
MOLLOY DUES 2012	190.00	01662500-52234	DUES & SUBSCRIPTIONS	EM2011A	
	<u>190.00</u>				
NED V ZIZZO INC					
DETECTIVE SHREDDER	2,479.00	01662400-54412	OTHER EQUIPMENT	17515	
	<u>2,479.00</u>				
NEHER ELECTRIC SUPPLY INC					
LAMP VLG HALL	247.50	01680000-53319	MAINTENANCE SUPPLIES	317755	
LIGHTS	128.70	01680000-53319	MAINTENANCE SUPPLIES	317983-00	
	<u>376.20</u>				
NEOPOST LEASING					
LEASE 01/2012	255.99	01650100-53317	OPERATING SUPPLIES	13580051	
	<u>255.99</u>				

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NICOR GAS					
SERV FOR 11/17 - 12/20 2011 FARMHOUSE	169.66	01680000-52277	HEATING GAS	4721121000 12/21/11	
SERV FRM 8/26 - 10/28 2011	192.38	04101500-52277	HEATING GAS	14-30-94-7020 2DEC	
	<u>362.04</u>				
NIU OUTREACH					
ILCMA CONF/12 BREINIG	150.00	01590000-52222	MEETINGS	2/22-24 2012	
REGIS FEE R MELLOR	95.00	01590000-52222	MEETINGS	FINC FORCAST	
	<u>245.00</u>				
NMI					
VEH STK FEE 12/11	10.00	01610100-52256	BANKING SERVICES	247909313	
	<u>10.00</u>				
NOTARIES ASSOCIATION OF ILL INC					
NOTARY RENEWAL C PASKEVICZ	38.00	01662700-52234	DUES & SUBSCRIPTIONS	CHAD PASKEVICZ	
NOTARY RENEWAL GLENN HARKER	38.00	01662700-52234	DUES & SUBSCRIPTIONS	GLENN HARKER RNWL	
NOTARY RENEWAL MIKE ZOCHERT	38.00	01662700-52234	DUES & SUBSCRIPTIONS	MIKE ZOCHERT	
	<u>114.00</u>				
OCE IMAGISTICS INC					
COPIER EXP NOV/11	12.61	04200100-52231	COPY EXPENSE	416763311	
	<u>12.61</u>				
OEC BUSINESS INTERIORS					
PARTS FOR CUBICLES	56.00	01662600-53317	OPERATING SUPPLIES	562224	
	<u>56.00</u>				

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OFFICE DEPOT					
2012 CALENDAR	6.49	01662700-53314	OFFICE SUPPLIES	588956351001	
2012 WALL PLANNER	24.89	01662500-53314	OFFICE SUPPLIES	5747	
BUS. CARD HOLDER	4.99	04201600-53314	OFFICE SUPPLIES	4959	
FAX MACHINE	185.39	01670700-53350	SMALL EQUIPMENT EXPENSE	588632345001	
INK CARTRIDGE	14.00	01670100-53314	OFFICE SUPPLIES	587250742002	
LIFT OFF TAPES	20.58	01650100-53314	OFFICE SUPPLIES	590076778	
OFF SUPPLIES-ADMIN	84.42	01650100-53314	OFFICE SUPPLIES	590076109	
OFFICE SUPPLIES	2.51	01612900-53314	OFFICE SUPPLIES	589843336001	
OFFICE SUPPLIES	4.60	01613000-53314	OFFICE SUPPLIES	589843336001	
OFFICE SUPPLIES	6.57	04203100-53314	OFFICE SUPPLIES	589843336001	
OFFICE SUPPLIES	7.79	01610100-53314	OFFICE SUPPLIES	589843336001	
OFFICE SUPPLIES	13.88	01643700-53314	OFFICE SUPPLIES	589586910	
OFFICE SUPPLIES	15.26	01643700-53314	OFFICE SUPPLIES	590278685	
OFFICE SUPPLIES	17.99	01643700-53314	OFFICE SUPPLIES	590981569	
OFFICE SUPPLIES	32.10	01643700-53314	OFFICE SUPPLIES	5894611265	
OFFICE SUPPLIES	40.28	01612900-53314	OFFICE SUPPLIES	589843336001	
OFFICE SUPPLIES	49.10	01643700-53314	OFFICE SUPPLIES	590981461	
OFFICE SUPPLIES	54.21	01670100-53314	OFFICE SUPPLIES	588632216001	
OFFICE SUPPLIES	133.85	01662600-53314	OFFICE SUPPLIES	585188495001	
OFFICE SUPPLIES	498.51	01662600-53314	OFFICE SUPPLIES	590816360001	
OFFICE SUPPLIES 12/20	46.99	01670100-53314	OFFICE SUPPLIES	591093343001	
OFFICE SUPPLIES 12/20	63.37	04200100-53314	OFFICE SUPPLIES	591093343001	
OFFICE SUPPLIES-12-8	23.69	01690100-53314	OFFICE SUPPLIES	589656806001	
OFFICE SUPPLIES-12/8	16.74	04200100-53314	OFFICE SUPPLIES	589656806001	
OFFICE SUPPLIES-12/8	25.87	01670100-53314	OFFICE SUPPLIES	589656806001	
OFFICE SUPPLY	15.11	01660100-53314	OFFICE SUPPLIES	588636225	
PACKAGING 4.MAIL	9.29	04201600-53314	OFFICE SUPPLIES	7084	
PRINT INK CARTRIDGE	45.99	01750000-52291	MISC EVENTS/ACTIVITIES	9951	
SUPPLIES	22.68	01620100-53314	OFFICE SUPPLIES	588436052	
SUPPLIES	30.65	01620100-53314	OFFICE SUPPLIES	587409655	

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SUPPLIES	66.79	01620100-53314	OFFICE SUPPLIES	588269431	
	<u>1,584.58</u>				
OMI					
MONTHLY WRC OPERATIONS-FEB/12	134,927.58	04101100-52262	WRC CONTRACT	53274	20120012
	<u>134,927.58</u>				
P R STREICH & SONS INC					
LIFT INSPECTION	604.00	01696200-52284	EQUIPMENT MAINTENANCE	000035931	
	<u>604.00</u>				
PAHCS II/ CENTRAL DUPAGE BUSINESS HEALTH					
POST OFFCR PHYS & DOT DRG SCREENS	297.90	01600000-52225	EMPLOYMENT PHYSICALS	123872	
	<u>297.90</u>				
PARTY CENTRAL					
SANTA PICTURES	29.98	01750000-52291	MISC EVENTS/ACTIVITIES	446911-1	
TENTS FOR SANTA	1,779.00	01750000-52291	MISC EVENTS/ACTIVITIES	446802-2	
	<u>1,808.98</u>				
PAVIA MARTING & CO					
BRIDGE & CULVERT INSPECT'S	1,006.23	01622200-52253	CONSULTANT	11088	20120059
	<u>1,006.23</u>				
PINE VALLEY ECO PRODUCTS INC					
LIFT STATION CHEMICAL	969.55	04101500-53332	SEWER SYSTEM SUPPLIES	0047513	
	<u>969.55</u>				
POSITIONING SOLUTIONS					
DIGIROLLER	149.00	01621300-53317	OPERATING SUPPLIES	11/15/11	
	<u>149.00</u>				

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PSYCHOTHERAPY NETWORKER					
SUBSCRIPT INTERN	18.00	01662500-52234	DUES & SUBSCRIPTIONS	MECAGNI	
	<u>18.00</u>				
RADCO COMMUNICATIONS INC					
674 DOME LGHT	56.00	01662700-52212	AUTO MAINTENANCE & REPAIR	77283	
	<u>56.00</u>				
RADIOSHACK					
MP3 PLAYER-X-MAS	89.98	01652800-53317	OPERATING SUPPLIES	4200073	
WIRELESS ACCESS POINT	79.99	01652800-53317	OPERATING SUPPLIES	2502659	
	<u>169.97</u>				

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RAY O'HERRON CO					
BUCHOLZ	36.95	01662700-53324	UNIFORMS	0045771	
CASTRO	157.90	01662700-53324	UNIFORMS	0045140	
CLOTH ALLOW - GREY	31.95	01664700-53324	UNIFORMS	46349	
DEGNAN	20.00	01660100-53324	UNIFORMS	0045641	
FLARES	615.60	01662700-53317	OPERATING SUPPLIES	0045770	
HARKER	91.00	01662700-53324	UNIFORMS	0045141	
HARRISON	84.00	01662700-53324	UNIFORMS	0045767	
HOFFMAN	231.85	01660100-53324	UNIFORMS	0045769	
J.LOPEZ	130.00	01662700-53324	UNIFORMS	0045462	
JUNGERS	112.00	01660100-53324	UNIFORMS	0045768	
KALINOWICZ	195.05	01662700-53324	UNIFORMS	0045461	
KONIOR	129.90	01662700-53324	UNIFORMS	0044882	
LITE ADAPTOR	169.75	01662700-53317	OPERATING SUPPLIES	41400A	
MOORE	25.95	01662700-53324	UNIFORMS	0045143	
NEW BADGES	1,144.94	01660100-53324	UNIFORMS	0045750	
PECE	338.00	01662700-53324	UNIFORMS	0045460	
PETRAGALLO	83.95	01662700-53324	UNIFORMS	0045459	
SAILER	112.00	01660100-53324	UNIFORMS	0045640	
SAILER	187.80	01660100-53324	UNIFORMS	0044883	
STAFIEJ	278.80	01662700-53324	UNIFORMS	0045142	
TARGETS	68.95	01662700-53317	OPERATING SUPPLIES	40793	
	4,246.34				
RECYCLE TECHNOLOGIES INC					
ANTIFREEZE	650.00	01696200-53354	PARTS PURCHASED	90123	
	650.00				

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RESTAURANT-MASTERCARD					
FOOD FOR CERT 12/1/11	83.50	01664778-53325	COMMUNITY RELATIONS	000033	
HOT CHOC TREE LIGHTIN	100.00	01750000-52291	MISC EVENTS/ACTIVITIES	199100	
SANDWICHES-WORKSHOP	100.00	01520000-52222	MEETINGS	11/21/11	
	283.50				
SAFETY DEPOT					
JACKET HOPPENSTEDT	52.36	04200100-53324	UNIFORMS	103982	
JACKET SCARAMELLA	52.35	01670100-53324	UNIFORMS	103982	
	104.71				
SAFETY KLEEN					
PARTS CLEANER	245.44	01696200-52284	EQUIPMENT MAINTENANCE	56573257	
	245.44				
SEARS HARDWARE					
MAIN BREAK TRUCK TOOL	28.67	04201600-53316	TOOLS	011721091334	
	28.67				
SERVICE COMPONENTS INC					
BOLTS/NUTS	46.56	01670300-53317	OPERATING SUPPLIES	76543	
	46.56				
SERVICE FORMS & GRAPHICS INC					
GARAGE WORK ORDERS	333.23	01690100-53315	PRINTED MATERIALS	138529	
	333.23				
SHERWIN INDUSTRIES INC					
REPLACEMENT BARRICADE	706.40	01670300-53317	OPERATING SUPPLIES	SS044241	
	706.40				
SPORTS AUTHORITY					
CERT SUPPLIES	94.96	01664778-53325	COMMUNITY RELATIONS	194225	
	94.96				

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SPRINT PCS EXPERTS OF BLOOMINGDALE					
CELL PHONE CASE	35.05	01660100-53317	OPERATING SUPPLIES	3402	
	<u>35.05</u>				
STAPLES					
CERT SUPPLIES	35.96	01664778-53325	COMMUNITY RELATIONS	01323701	
	<u>35.96</u>				
SUBURBAN LABORATORIES INC					
WATER TEST/NOV 2011	199.00	04201600-52279	LAB SERVICES	13795	
WATER TESTING	160.00	04201600-52279	LAB SERVICES	14135	
	<u>359.00</u>				
SUNRISE CHEVROLET					
PIPE	32.95	01696200-53354	PARTS PURCHASED	770168	
	<u>32.95</u>				
TEMPLE DISPLAY LTD					
LIGHT BULBS	218.68	01680000-53319	MAINTENANCE SUPPLIES	9279	
	<u>218.68</u>				
TERRACE SUPPLY COMPANY					
NOV-CYLINDER RENTAL	28.50	01696200-52264	EQUIPMENT RENTAL	00909228	
	<u>28.50</u>				
THE FAMILY INSTITUTE AT NORTHWESTERN UNI					
THERAPY TRNG THOMAS	500.00	01662500-52223	TRAINING	6/1-6/3 2012	
THOMAS THERAPY TRNG	400.00	01662500-52223	TRAINING	6/1-6/3 2012	
THOMAS TRNG CREDIT	-400.00	01662500-52223	TRAINING	CR 6/1-3	
	<u>500.00</u>				
THEODORE POLYGRAPH SERVICE					
POLYGRAPH- POLICE CAND RIEMER, IBBARIENTO	270.00	01510000-52228	PERSONNEL HIRING	3099	
	<u>270.00</u>				

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THIRD MILLENIUM ASSOCIATES INCORPORATED					
UTILITY BILL PROCESSING- DEC/11	1,156.28	04103100-52221	UTILITY BILL PROCESSING	114198	20120004
UTILITY BILL PROCESSING- DEC/11	1,156.28	04203100-52221	UTILITY BILL PROCESSING	114198	20120004
UTILITY BILL PROCESSING-DEC/11	225.00	04103100-52221	UTILITY BILL PROCESSING	14199	20120004
UTILITY BILL PROCESSING-DEC/11	225.00	04203100-52221	UTILITY BILL PROCESSING	14199	20120004
	<u>2,762.56</u>				
TRAFFIC CONTROL & PROTECTION					
MISC SIGNS	185.00	01670300-53344	STREET SIGNS	71427	
MISC SIGNS	1,113.60	01670300-53344	STREET SIGNS	71548	
MISC. SIGNS	1,774.15	01670300-53344	STREET SIGNS	71428	
	<u>3,072.75</u>				
U S POST OFFICE					
1ST CLASS MAIL	3.29	04201600-52229	POSTAGE	724	
PRIORITY MAIL	7.55	04201600-52229	POSTAGE	200	
URINE TO ISP LAB	11.10	01662400-53317	OPERATING SUPPLIES	A	
	<u>21.94</u>				

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UNIFIRST CORPORATION					
MATS/TOWELS 12/13/11	26.90	01670400-53317	OPERATING SUPPLIES	756225	
MATS/TOWELS 12/13/11	62.42	01696200-53317	OPERATING SUPPLIES	756225	
MATS/TOWELS 12/20	86.90	01670400-53317	OPERATING SUPPLIES	758203	
MATS/TOWELS 12/6	26.90	01670100-53317	OPERATING SUPPLIES	754245	
TOWELS 11/22	26.90	01670400-53317	OPERATING SUPPLIES	750258	
TOWELS/MATS 11/29	56.90	01670400-53317	OPERATING SUPPLIES	752260	
TOWELS/MATS 11/29	62.42	01696200-53317	OPERATING SUPPLIES	752260	
TOWELS/MATS 12/20	62.42	01696200-53317	OPERATING SUPPLIES	758203	
TOWELS/MATS 12/6	62.42	01670400-53317	OPERATING SUPPLIES	754245	
UNIFORM CLEANING 12/6	47.07	01696200-52267	UNIFORM CLEANING	754245	
UNIFORM CLNG 11/22	62.42	01696200-53317	OPERATING SUPPLIES	750258	
UNIFORM CLNG 12/13/11	47.07	01696200-52267	UNIFORM CLEANING	756225	
UNIFORMCLEANING 11/22	47.07	01696200-52267	UNIFORM CLEANING	750258	
UNIFORMCLEANING 11/29	47.07	01696200-52267	UNIFORM CLEANING	752260	
UNIFORMCLEANING 12/20	47.07	01696200-52267	UNIFORM CLEANING	758203	
	771.95				
USA BLUE BOOK					
UNIVERSAL SORBENTROLL	111.10	04201600-53317	OPERATING SUPPLIES	552452	
	111.10				
VER MAC					
JACK-SIGN BOARD	65.00	01696200-53354	PARTS PURCHASED	401630	
	65.00				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on January 17 2012**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
VERIZON WIRELESS					
SRV 10/14 - 11/13	0.74	01660100-52230	TELEPHONE	2657869924	
SRV 10/14- 11/13	75.98	01664700-52230	TELEPHONE	2657869924	
SRV 10/14- 11/13	151.96	01662300-52230	TELEPHONE	2657869924	
SRV 10/14- 11/13	759.80	01662700-52230	TELEPHONE	2657869924	
SRV 10/14-11/13	189.95	01660100-52230	TELEPHONE	2657869924	
	<u>1,178.43</u>				
VERMEER ILLINOIS					
WARRANTY INSPECTION	430.98	01696200-53353	OUTSOURCING SERVICES	506357	
	<u>430.98</u>				
VILLA PARK OFFICE EQUIPEMENT					
OFFICE CHAIRS -FINANCE DEPT	392.00	01610100-53350	SMALL EQUIPMENT EXPENSE	40036	
	<u>392.00</u>				
WALGREENS					
TOP HITS	20.97	01750000-52291	MISC EVENTS/ACTIVITIES	199411112503	
	<u>20.97</u>				
WHOLESALE DIRECT INC					
LIGHTING-VEHICLES	207.06	01696200-53354	PARTS PURCHASED	000189682	
	<u>207.06</u>				
WINTER EQUIPMENT COMPANY INC					
CURBGUARDS	1,164.93	01696200-53354	PARTS PURCHASED	IV12143	
	<u>1,164.93</u>				
WISE EQUIPMENT & RENTAL					
GENERATOR	1,039.98	01670300-53350	SMALL EQUIPMENT EXPENSE	2779	
	<u>1,039.98</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on January 17 2012**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
XEROX CAPITAL SERVICES LLC					
LEASE 12/2011	1,624.15	01650100-52231	COPY EXPENSE	058630644	20120021
	<u>1,624.15</u>				
ZIEGLERS ACE HARWARE					
CORD/TUBING EVIDENCE	32.06	01662400-53317	OPERATING SUPPLIES	H53609	
	<u>32.06</u>				
GRAND TOTAL	<u><u>\$444,001.97</u></u>				

The preceding list of bills payable totaling \$444,001.97 was reviewed and approved for payment.

Approved by:



Joseph Breinig – Village Manager

Date:

1/13/12

Authorized by:

Pamela Fenner – Mayor Pro-Tem

Beth Melody, Village Clerk

Date: _____

AGENDA ITEM

K-2-a 1-17-2012

ADDENDUM WARRANTS December 20 2011 thru January 3, 2012

Fund	Check #	Vendor	Description	Amount
General	A C H	Charter One Bank	Payroll Dec 12 2011 thru Dec 25 2011	509,741.41
Water & Sewer	A C H	Charter One Bank	Payroll Dec 12 2011 thru Dec 25 2011	41,028.03
General	A C H	Ill Funds	Dupage Water Commission - November 2011	<u>208,311.51</u>
				<u>759,080.95</u>

Approved this _____ day of _____, 2011

By: _____

Pamela Fenner, Mayor Pro-Tem

Beth Melody - Village Clerk

AGENDA ITEM

K-2-b 1-17-2012

ADDENDUM WARRANTS January 4, 2012 thru January 17, 2012

Fund	Check #	Vendor	Description	Amount
General	A C H	Charter One Bank	Payroll Dec 26 2011 thru Jan 8 2012	462,256.36
Water & Sewer	A C H	Charter One Bank	Payroll Dec 26 2011 thru Jan 8 2012	30,909.37
General	A C H	Ill Funds	I P B C for January 2012	221,526.96
Water & Sewer	A C H	Ill Funds	I P B C for January 2012	18,305.01
General		I R M A	2012 Annual Members Contribution	<u>442,038.00</u>
				<u>1,175,035.70</u>

Approved this _____ day of _____, 2012

By: _____
Pamela J. Fenner, Mayor Pro-Tem

Beth Melody - Village Clerk

Village of Carol Stream
General Fund Budget Summary
 For the Month Ended December 31, 2011

AGENDA ITEM
L-4 1-17-2012

	MONTH				YTD				BUDGET				
	Last Year Dec	Current Year Dec	Monthly Variance		Last Year YTD	Current Year YTD	YTD Variance		Annual Budget	YTD Budget	YTD Actual	Variance	
			\$	%			\$	%				\$	%
REVENUES													
Sales Tax	\$ 406,911	\$ 409,383	2,472	1%	\$ 3,262,059	\$ 3,287,824	25,765	1%	\$ 4,915,000	\$ 3,331,275	\$ 3,287,824	(43,451)	-1%
Home Rule Sales Tax	221,985	240,854	18,869	9%	1,398,474	1,891,741	493,268	35%	2,654,000	1,798,788	1,891,741	92,953	5%
State Income Tax	245,380	193,670	(51,711)	-21%	2,081,686	2,060,088	(21,598)	-1%	3,140,000	2,057,465	2,060,088	2,623	0%
Utility Tax - Electricity	123,671	128,811	5,140	4%	1,233,560	1,214,607	(18,954)	-2%	1,750,000	1,159,630	1,214,607	54,976	5%
Telecommunications Tax	138,612	132,154	(6,458)	-5%	1,102,631	1,086,851	(15,780)	-1%	1,558,000	1,034,314	1,086,851	52,536	5%
Fines (Court, Ord., ATLE, Towing)	120,906	121,364	458	0%	1,128,073	938,481	(189,592)	-17%	1,708,000	1,105,477	938,481	(166,995)	-15%
Natural Gas Use Tax	40,011	40,778	767	2%	184,534	219,657	35,123	19%	525,000	196,763	219,657	22,895	12%
Other Taxes (Use, Hotel, PPRT													
Real Estate, Road & Bridge)	155,619	250,486	94,867	61%	1,034,434	1,478,024	443,590	43%	1,235,000	974,424	1,478,024	503,600	52%
Licenses (Vehicle, Liquor, etc.)	32,699	33,035	336	1%	462,421	463,541	1,120	0%	599,300	477,232	463,541	(13,691)	-3%
Cable Franchise Fees	-	-	-	0%	310,892	298,742	(12,150)	-4%	460,000	306,667	298,742	(7,925)	-3%
Building Permits	25,003	32,928	7,925	32%	347,000	411,085	64,084	18%	492,500	381,367	411,085	29,718	8%
Fees for Services	69,133	53,450	(15,683)	-23%	452,684	437,552	(15,131)	-3%	593,500	427,107	437,552	10,446	2%
Interest Income	3,041	2,751	(290)	-10%	26,588	22,989	(3,600)	-14%	40,000	26,667	22,989	(3,678)	-14%
All Other / Miscellaneous	19,747	115,122	95,375	483%	381,959	661,419	279,460	73%	414,200	287,133	661,419	374,286	130%
Revenue Totals	1,602,718	1,754,785	152,067	9%	13,406,996	14,472,601	1,065,605	8%	20,084,500	13,564,308	14,472,601	908,293	7%
EXPENDITURES													
Fire & Police Commission	-	540	540	100%	14,560	1,012	(13,548)	-93%	18,198	12,134	1,012	(11,122)	-92%
Legislative Board	4,565	11,317	6,752	148%	88,276	100,175	11,898	13%	108,706	95,843	100,175	4,331	5%
Plan Commission & ZBA	92	91	(2)	-2%	2,950	3,796	846	29%	6,958	4,640	3,796	(844)	-18%
Legal Services	12,206	14,414	2,208	18%	101,005	110,332	9,328	9%	335,000	223,336	110,332	(113,004)	-51%
Village Clerk	5,327	3,343	(1,984)	-37%	39,064	22,801	(16,263)	-42%	75,440	51,946	22,801	(29,145)	-56%
Administration	56,867	53,275	(3,592)	-6%	340,569	342,591	2,022	1%	508,850	352,083	342,591	(9,492)	-3%
Employee Relations	23,999	24,117	118	0%	160,557	148,706	(11,851)	-7%	229,612	157,668	148,706	(8,962)	-6%
Financial Management	84,795	84,281	(514)	-1%	560,053	538,198	(21,856)	-4%	782,542	550,300	538,198	(12,102)	-2%
Engineering Services	73,595	86,379	12,784	17%	529,695	522,591	(7,103)	-1%	807,009	557,110	522,591	(34,518)	-6%
Community Development	82,966	75,154	(7,813)	-9%	486,920	483,713	(3,207)	-1%	756,865	520,675	483,713	(36,962)	-7%
Management Services	83,473	72,791	(10,683)	-13%	492,136	474,603	(17,532)	-4%	771,830	487,925	474,603	(13,321)	-3%
Police	1,150,619	1,143,778	(6,841)	-1%	8,110,316	8,107,031	(3,285)	0%	12,345,790	8,542,982	8,107,031	(435,951)	-5%
Public Works	259,000	274,561	15,561	6%	1,820,345	1,968,107	147,761	8%	2,882,701	1,964,287	1,968,107	3,820	0%
Municipal Building	35,452	33,225	(2,226)	-6%	201,935	212,948	11,013	5%	345,689	235,725	212,948	(22,777)	-10%
Municipal Garage	18,928	10,452	(8,476)	-45%	53,082	6,895	(46,187)	-87%	-	-	6,895	6,895	100%
Transfers and Agreements	23,824	(84,049)	(107,874)	-453%	96,309	62,421	(33,888)	-35%	200,000	141,000	62,421	(78,579)	-56%
Town Center	2,091	305	(1,786)	-85%	42,040	30,763	(11,277)	-27%	44,500	42,500	30,763	(11,737)	-28%
Expenditure Totals	1,917,800	1,803,974	(113,827)	-6%	13,139,813	13,136,683	(3,130)	0%	20,219,690	13,940,153	13,136,683	(803,470)	-6%
Net Increase / (Decrease)	(315,082)	(49,188)	265,894		267,183	1,335,918	1,068,735		(135,190)	(375,845)	1,335,918	1,711,762	

Village of Carol Stream
Water and Sewer Fund Budget Summary
For the Month Ended December 31, 2011

	MONTH				YTD				BUDGET				
	Last Year Dec	Current Year Dec	Monthly Variance \$ %		Last Year YTD	Current Year YTD	YTD Variance \$ %		Annual Budget	YTD Budget	YTD Actual	Variance \$ %	
REVENUES													
Water Billings	\$ 347,899	\$ 439,611	91,713	26%	\$ 2,953,869	\$ 3,202,987	249,117	8%	\$ 4,331,000	\$ 3,014,377	\$ 3,202,987	188,610	6%
Sewer Billings	209,693	165,184	(44,509)	-21%	1,675,614	1,650,979	(24,635)	-1%	2,307,000	1,605,672	1,650,979	45,307	3%
Penalties/Admin Fees	13,741	18,269	4,528	33%	94,118	101,917	7,799	8%	135,000	90,000	101,917	11,917	13%
Connection/Expansion Fees	-	-	-	0%	68,329	68,874	545	1%	143,200	95,467	68,874	(26,593)	-28%
Interest Income	3,634	3,377	(257)	-7%	28,488	28,015	(473)	-2%	50,000	33,333	28,015	(5,318)	-16%
Rental Income	10,736	12,701	1,965	18%	99,969	110,534	10,565	11%	163,000	108,667	110,534	1,867	2%
All Other / Miscellaneous	796	3,657	2,860	359%	28,558	49,076	20,517	72%	61,870	41,254	49,076	7,822	19%
Revenue Totals	586,499	642,799	56,300	10%	4,948,946	5,212,382	263,436	5%	7,191,070	4,988,769	5,212,382	223,613	4%
EXPENDITURES													
Salaries & Benefits	116,147	121,644	5,497	5%	717,148	711,343	(5,805)	-1%	1,189,314	823,371	711,343	(112,029)	-14%
Purchase of Water	212,206	221,147	8,941	4%	1,686,075	1,867,914	181,840	11%	2,650,000	1,843,833	1,867,914	24,081	1%
WRC Operating Contract*	-	134,928	134,928	100%	933,641	1,290,536	356,896	38%	1,636,465	1,090,977	1,290,536	199,560	18%
Maintenance & Operating	78,795	59,958	(18,837)	-24%	670,024	617,512	(52,512)	-8%	1,102,220	734,813	617,512	(117,301)	-16%
IEPA Loan P&I	-	-	-	0%	214,325	214,325	-	0%	428,651	214,325	214,325	0	0%
DWC Loan P&I	-	-	-	0%	12,751	12,751	-	0%	12,751	12,751	12,751	0	0%
Capital Outlay	6,100	7,500	1,400	23%	123,041	84,288	(38,754)	-31%	5,068,600	3,850,000	84,288	(3,765,712)	-98%
Expenditure Totals	413,249	545,177	131,928	32%	4,357,006	4,798,670	441,664	10%	12,088,001	8,570,070	4,798,670	(3,771,400)	-44%
Net Increase / (Decrease)	173,250	97,622	(75,628)		591,940	413,712	(178,228)		(4,896,931)	(3,581,301)	413,712	3,995,013	

* The variance in the WRC operating contract is due to some billing lags in the prior fiscal year (7 months in FY11 versus 9 months reflected in FY12 through December).

Village of Carol Stream
Capital Budget Summary
For the Month Ended December 31, 2011

CAPITAL PROJECTS FUND	MONTH				YTD				BUDGET*		
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	% of
	Dec	Dec	\$	%	YTD	YTD	\$	%	Budget	Actual	Total
REVENUES											
Capital Grants	\$ 4,924	\$ 514,232	509,308	10344%	\$ 33,722	\$ 850,439	816,717	2422%	\$ 1,745,000	\$ 850,439	49%
Interest Income	(14,788)	(55,627)	(40,839)	276%	167,140	30,920	(136,220)	-82%	87,000	30,920	36%
All Other / Miscellaneous	51	1,350	1,299	2554%	638	204,214	203,576	31928%	-	204,214	0%
Revenue Totals	(9,814)	459,954	469,768	-4787%	201,500	1,085,573	884,073	439%	1,832,000	1,085,573	59%
EXPENDITURES											
Roadway Improvements	11,573	-	(11,573)	-100%	224,708	1,600,125	1,375,416	612%	3,747,000	1,600,125	43%
Facility Improvements	-	-	-	0%	-	111,711	111,711	100%	440,000	111,711	25%
Stormwater Improvements	3,114	-	(3,114)	-100%	12,411	574,242	561,831	4527%	151,000	574,242	380%
Miscellaneous	-	436	436	100%	-	13,887	13,887	100%	-	13,887	0%
Expenditure Totals	14,687	436	(14,252)	-97%	237,120	2,299,964	2,062,844	870%	4,338,000	2,299,964	53%
Net Increase / (Decrease)	(24,501)	459,519	484,020	-1976%	(35,620)	(1,214,391)	(1,178,771)	3309%	(2,506,000)	(1,214,391)	48%

MFT FUND	MONTH				YTD				BUDGET*		
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	% of
	Dec	Dec	\$	%	YTD	YTD	\$	%	Budget	Actual	Total
REVENUES											
Motor Fuel Tax Allotments	\$ 91,643	\$ 89,603	(2,040)	-2%	\$ 894,190	\$ 842,964	(51,227)	-6%	\$ 1,048,000	\$ 842,964	80%
Interest Income	442	378	(63)	-14%	3,669	2,854	(815)	-22%	10,000	2,854	29%
Revenue Totals	92,084	89,981	(2,103)	-2%	897,859	845,818	(52,042)	-6%	1,058,000	\$ 845,818	80%
EXPENDITURES											
Street Resurfacing - Capital	-	-	-	0%	1,379,210	-	(1,379,210)	-100%	-	-	0%
Crack Filling	-	62,492	62,492	100%	95,202	113,090	17,888	19%	144,000	113,090	79%
Salt	-	32,969	32,969	100%	6,067	32,969	26,903	443%	257,250	32,969	13%
Electricity	11,525	5,220	(6,305)	-55%	30,791	26,038	(4,753)	-15%	61,750	26,038	42%
Materials and Supplies	3,023	3,412	388	13%	28,440	34,930	6,490	23%	49,500	34,930	71%
Expenditure Totals	14,549	104,093	89,545	615%	1,539,709	207,027	(1,332,681)	-87%	512,500	207,027	40%
Net Increase / (Decrease)	77,536	(14,112)	(91,648)	-118%	(641,849)	638,790	1,280,640	-200%	545,500	638,790	117%

* Due to the uncertainty of timing of various capital improvement projects, no YTD budget estimates are shown.

Village of Carol Stream
Other Funds Budget Summary
 For the Month Ended December 31, 2011

	MONTH				YTD				BUDGET				
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance	
	Dec	Dec	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%
GENEVA CROSSING TIF													
REVENUES													
TIF Property Taxes	\$ -	\$ -	-	0%	\$ 353,503	\$ 366,002	12,499	4%	\$ 300,000	\$ 300,000	\$ 366,002	66,002	22%
Interest Income	36	16	(20)	-56%	422	113	(309)	-73%	500	333	113	(220)	-66%
Village Contribution	(268)	(100,000)	(99,732)	37184%	61,694	46,470	(15,224)	-25%	130,000	120,000	46,470	(73,530)	-61%
Revenue Totals	(233)	(99,984)	(99,752)	42865%	415,620	412,585	(3,034)	-1%	430,500	420,333	412,585	(7,748)	-2%
EXPENDITURES													
Principal Retirement	210,000	220,000	10,000	5%	210,000	220,000	10,000	5%	220,000	210,000	220,000	10,000	5%
Interest Expense	78,330	73,868	(4,463)	-6%	156,660	147,735	(8,925)	-6%	147,735	147,735	147,735	-	0%
Paying Agent Fees	-	546	546	100%	3,000	3,761	761	25%	3,000	3,000	3,761	761	25%
Expenditure Totals	288,330	294,414	6,084	2%	369,660	371,496	1,836	0%	370,735	360,735	371,496	10,761	3%
Net Increase / (Decrease)	(288,563)	(394,398)	(105,835)	37%	45,960	41,090	(4,870)	-11%	59,765	59,598	41,090	(18,509)	-31%
POLICE PENSION FUND													
REVENUES													
Investment Income	\$ 156,426	\$ 186,931	30,504	20%	\$ 1,789,746	\$ 1,509,834	(279,912)	-16%	\$ 1,202,500	\$ 801,667	\$ 1,509,834	708,167	88%
Employee Contributions	58,674	56,294	(2,380)	-4%	354,827	343,689	(11,138)	-3%	518,305	358,827	343,689	(15,138)	-4%
Village Contribution	104,735	119,548	14,813	14%	837,880	956,384	118,504	14%	1,434,572	956,381	956,384	3	0%
Other Revenues	-	1,693	1,693	100%	33,763	143,394	109,631	325%	-	-	143,394	143,394	100%
Revenue Totals	319,835	364,466	44,631	14%	3,016,216	2,953,301	(62,915)	-2%	3,155,377	2,116,875	2,953,301	836,426	40%
EXPENDITURES													
Investment and Admin Fees	1,069	10,793	9,724	910%	135,072	69,657	(65,415)	-48%	112,130	74,753	69,657	(5,096)	-7%
Participant Benefit Payments	101,830	112,392	10,562	10%	813,429	853,495	40,066	5%	1,650,000	1,100,000	853,495	(246,505)	-22%
Expenditure Totals	102,898	123,185	20,287	20%	948,502	923,152	(25,349)	-3%	1,762,130	1,174,753	923,152	(251,601)	-21%
Net Increase / (Decrease)	216,937	241,281	24,344		2,067,714	2,030,148	(37,566)		1,393,247	942,121	2,030,148	1,088,027	

Village of Carol Stream
Schedule of Cash and Investment Balances
 December 31, 2011

FUND	CASH	INVESTMENTS	TOTAL CASH & INVESTMENTS	LAST YEAR 12/31/2010
GENERAL FUND	\$ 2,726,500.45	\$ 14,244,388.48	\$ 16,970,888.93	\$ 14,842,587.73
WATER & SEWER FUND	3,221,692.41	14,499,394.29	17,721,086.70	18,013,580.77
CAPITAL PROJECTS FUND	-	19,037,835.04	19,037,835.04	17,883,600.76
MFT FUND	1,615.19	2,398,276.32	2,399,891.51	2,401,015.34
GENEVA CROSSING TIF FUND	1,545,276.45	-	1,545,276.45	1,387,441.14
POLICE PENSION FUND	558,732.91	31,120,957.54	31,679,690.45	28,357,065.76
TOTAL	<u>\$ 8,053,817.41</u>	<u>\$ 81,300,851.67</u>	<u>\$ 89,354,669.08</u>	<u>\$ 82,885,291.50</u>