

# Village of Carol Stream

## BOARD MEETING AGENDA NOVEMBER 19, 2012 8:00 P.M.

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

### **A. ROLL CALL AND PLEDGE OF ALLEGIANCE:**

### **B. MINUTES:**

1. Approval of the Minutes of the November 5, 2012 Village Board Meeting.
2. Approve, and not release, the Minutes of the November 5, 2012 Executive Session of the Village Board Meeting.
3. Approval of the November 5, 2012 Minutes of the Special Meeting/Public Hearing of the Village Board.

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

1. Public Hearing: Preannexation Agreement for 28W330 Trieste Lane. *Request from Randall and Marla Willey to enter into a preannexation agreement to allow connection to the Carol Stream water system.*

### **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. Carol Stream Town Center Signage. *Recommendation to utilize Williams Architects for the design of shared signage at Town Center with the Park District at a cost not to exceed \$10,950 (half of \$21,900).*
2. Carol Stream Police Department - Local Traffic Prosecutor. *The Police Department requests Village Board authorization to send out Request for Qualifications to attorneys interested in serving as the Village's Local Prosecutor for traffic offenses.*
3. Illinois Cool Cities Local Sustainability Protection Agreement. *A Request for policy direction on the Illinois Cool Cities Local Sustainability Protection Agreement.*

# Village of Carol Stream

## BOARD MEETING

### AGENDA

NOVEMBER 19, 2012

8:00 P.M.

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4. Approval of a Limited Right of Entry Agreement with Belmont Village. *Staff recommends approval of this agreement allowing the Village and its contractor to enter upon Belmont Village property to maintain a ditch as the result of enforcement action. Belmont Village agrees to reimburse the Village for costs incurred up to \$18,000.00.*

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

1. Ordinance No. \_\_\_\_\_, Approving an Annexation Agreement (Willey Property- 28W330 Trieste Lane). *See C1.*
2. Ordinance No. \_\_\_\_\_, An Ordinance for the Levy and Assessment of Taxes in the Amount of \$3,431,500 for the Fiscal Year Beginning May 1, 2012 and Ending, April 30, 2013, of the Village of Carol Stream, DuPage County, Illinois. *This ordinance represents the property tax levy request of the Carol Stream Public Library for 2012 which will be collected in 2013. The Village Board is required to approve the tax levy request of the Library Board based on how the Library is organized under Illinois statutes.*
3. Ordinance No. \_\_\_\_\_, Amending Chapter 8, Article 5 of the Carol Stream Traffic Code – Traffic Schedules. *This ordinance is to establish a weight limit of 18 tons on the Illini Bridge as requested by IDOT. The structure will also be inspected every six months until it can be replaced.*
4. Ordinance No. \_\_\_\_\_, Adopting an Electric Aggregation Plan of Operation and Governance and Authorizing Aggregation of Electrical Load. *Ordinance adopts a Plan of Operations and Governance for the Electric Aggregation Program and also authorizes the approval of a Master Supply Agreement with a licensed retail electric supplier chosen to provide bulk electricity for residential and small business customers who do not 'opt out' of the Village-sponsored program.*



# Village of Carol Stream

## BOARD MEETING AGENDA NOVEMBER 19, 2012 8:00 P.M.

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

### **I. RESOLUTIONS:**

1. Resolution No. \_\_\_\_\_, Authorizing Transfer of Real Estate to the Carol Stream Park District.  
*Resolution authorizing the transfer of Village-Owned Parcel to the Carol Stream Park District for future recreational land.*

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

1. Proposal to Establish Residential Solid Waste Collection for Rates for 2013.  
*Flood Brothers Disposal Co., the Village's franchise waste hauler proposes a 3% increase in residential solid waste collection rates for the 2013 program year.*
2. Raffle License Application - Carol Stream Chamber of Commerce.  
*The Carol Stream Chamber of Commerce is requesting raffle license approval and fee waiver for their Holiday Social being held on December 6, 2012.*

### **K. PAYMENT OF BILLS:**

1. Regular Bills: November 6, 2012 through November 19, 2012.
2. Addendum Warrants: November 6, 2012 through November 19, 2012.

### **L. REPORT OF OFFICERS:**

1. Mayor:
2. Trustees:
3. Clerk:
4. Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month End October 31, 2012.

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

### **N. ADJOURNMENT:**

*Village of Carol Stream*

**BOARD MEETING**

**AGENDA**

**NOVEMBER 19, 2012**

**8:00 P.M.**

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

**LAST ORDINANCE: 2012-10-34 LAST RESOLUTION: 2617**

**NEXT ORDINANCE: 2012-12-35 NEXT RESOLUTION: 2618**



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

**November 5, 2012**

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

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

Absent: Trustees Pam Fenner

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

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

**MINUTES:**

*Trustee McCarthy moved and Trustee Frusolone made the second to approve the Minutes of the October 15, 2012 Village Board Meeting. The results of the roll call vote were as follows:*

|                |          |   |
|----------------|----------|---|
| <i>Ayes:</i>   | <i>4</i> | <i>Trustees Frusolone, Manzzullo, Schwarze &amp; McCarthy</i> |
| <i>Nays:</i>   | <i>0</i> |   |
| <i>Abstain</i> | <i>1</i> | <i>Trustee Weiss</i>  |
| <i>Absent:</i> | <i>1</i> | <i>Trustee Fenner</i>   |

*Trustee Manzzullo moved and Trustee Frusolone made the second to approve and not release the Minutes of the October 15, 2012 Executive Session Meeting of the Village Board. The results of the roll call vote were as follows:*

|                |          |   |
|----------------|----------|---|
| <i>Ayes:</i>   | <i>4</i> | <i>Trustees Frusolone, Manzzullo, Schwarze &amp; McCarthy</i> |
| <i>Nays:</i>   | <i>0</i> |   |
| <i>Abstain</i> | <i>1</i> | <i>Trustee Weiss</i>  |
| <i>Absent:</i> | <i>1</i> | <i>Trustee Fenner</i>   |

*Trustee McCarthy moved and Trustee Manzzullo made the second to approve the Minutes of the October 15, 2012 Special Meeting of the Village Board regarding local prosecution of traffic offenses. The results of the roll call vote were as follows:*

|              |          |   |
|--------------|----------|---|
| <i>Ayes:</i> | <i>4</i> | <i>Trustees Frusolone, Manzzullo, Schwarze &amp; McCarthy</i> |
|--------------|----------|---|

**AGENDA ITEM**  
 B-1 11-19-2012

*Nays: 0*

*Abstain 1 Trustee Weiss*

*Absent: 1 Trustee Fenner*

*Trustee Schwarze moved and Trustee Frusolone made the second to approve the Minutes of the October 15, 2012 Special Meeting of the Village Board regarding public hearing on electric aggregation. The results of the roll call vote were as follows:*

*Ayes: 4 Trustees Frusolone, Manzzullo, Schwarze & McCarthy*

*Nays: 0*

*Abstain 1 Trustee Weiss*

*Absent: 1 Trustee Fenner*

**AUDIENCE PARTICIPATION AND PUBLIC HEARINGS:**

*None*

**CONSENT AGENDA:**

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

*Ayes: 5 Trustees Frusolone, Manzzullo, Weiss, Schwarze & McCarthy*

*Nays: 0*

*Absent: 1 Trustees 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 & McCarthy*

*Nays: 0*

*Absent: 1 Trustees Fenner*

- 1. 2012 Asphalt Surface Treatment Project (Rejuvenator) – Final Payment and Acceptance**
- 2. Southwest Water Main Extension Project – Acceptance and Approval of Final Payment and Change Order**
- 3. Approval of Independent Contractor Agreements for Snow Plow Services**

4. Approval of Out Of Scope Services Agreement for Repair and rehabilitation of the #2 Primary Screw Pump and Headwork's Improvement Project at the Carol Stream Water Reclamation Center
5. Resolution No. 2616, Declaring Surplus Property Owned by the Village of Carol Stream
6. Resolution No. 2617, Supporting Governmental Self-Insurance Pooling and Opposing Non-Productive Legislative Restraints
7. Payment of Regular & Addendum Warrant of Bills

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

|                |          |  |
|----------------|----------|--|
| <i>Ayes:</i>   | <i>5</i> | <i>Trustees Frusolone, Manzzullo, Weiss, Schwarze &amp; McCarthy</i> |
| <i>Nays:</i>   | <i>0</i> |  |
| <i>Absent:</i> | <i>1</i> | <i>Trustees Fenner</i>   |

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

**2012 Asphalt Surface Treatment Project (Rejuvenator) – Final Payment and Acceptance:**

*The Village Board approved the staff recommendation to make final payment to American Road Maintenance in the amount of \$2,887.75 and acceptance of the 2012 Asphalt Surface Treatment Project and payment of \$611.50 to their Midwest Tar Sealer (same company) for payment striping.*

**Southwest Water Main Extension Project – Acceptance and Approval of Final Payment and Change Order:**

*The Village Board approved the staff recommendation for final payment to R.A. Mancini, Inc. in the amount of \$5,014.88 and final project acceptance. The final contract price of \$1,139,744.33 is \$112,407.10 or 9% under the adjusted contract price of \$1,252,151.43.*

**Approval of Independent Contractor Agreements for Snow Plow Services:**

*The Village Board approved the annual agreement which secures contractors and equipment rates for snow plowing services throughout the winter season.*

**Approval of Out Of Scope Services Agreement for Repair and rehabilitation of the #2 Primary Screw Pump and Headwork's Improvement Project at the Carol Stream Water Reclamation Center:**

*The Village Board approved a contract with CH2MHILL in the estimated amount of \$847,000 to cover two projects at the WRC including the headworks project which was planned and budgeted and the screw pump repair project which was unanticipated and requires immediate attention.*



**Resolution No. 2616, Declaring Surplus Property Owned by the Village of Carol Stream:**

*The Village Board approved Resolution No. 2616, declaring certain Public Works equipment surplus for disposal or sale as they are no longer useful to the Village.*

**Resolution No. 2617, Supporting Governmental Self-Insurance Pooling and Opposing Non-Productive Legislative Restraints:**

*This resolution opposes legislation being considered by the State legislature that would impair local government's ability to pool its resources to self-insure against insurance claims and increases tort immunity defense costs of local governments. The Village Board approved Resolution No. 2617, supporting governmental self-insurance pooling and opposing non-productive legislative restraints.*

**Regular Bills and Addendum Warrant of Bills:**

*The Village Board approved the payment of the Regular Bills dated November 5, 2012 in the amount of \$879,256.87. The Village Board approved the payment of the Addendum Warrant of Bills from October 16, 2012 – November 5, 2012 in the amount of \$917,121.53.*

**Non Consent Agenda Items:**

*None*

**Report of Officers:**

*Trustee Frusolone encouraged residents to please vote in tomorrow's general election.*

*Trustee Manzullo stated the tree lighting ceremony at the Town Center is only 3 weeks away. He reminded residents they can recycle old, non-working Christmas lights from December 12, 2012 through February 4, 2013 at the Village Hall, Simkus Center and Library. Money received for recycling the copper from the lights is donated to the Christmas Sharing program. Details are available on the Village website. He reminded residents that Sunday is Veteran's Day and asked everyone to remember and pray for our service men and women.*

*Trustee Weiss reminded residents that there is an important election in the spring of 2013 where voters elect local officials who have a direct impact on their day to day lives.*

*Trustee Schwarze congratulated Commander Miller and Sergeant CJ Incrocci on their promotions and new Police and Fire Commissioner Dave Hennessey for his volunteer work. He encouraged residents to shop Carol Stream.*

*Trustee Schwarze reminded residents the Village does not have a municipal property tax and relies heavily on local sales tax revenues, so please shop Carol Stream.*

*Trustee McCarthy asked residents to please vote in the general election tomorrow. The Youth council is actively working on the stocking stuffer program and is taking donations for the Christmas Sharing program by placing donation cans at West Chicago and Glenbard North High Schools. He reminded residents that there is a referendum on the Carol Stream ballot tomorrow asking residents if they want the Village to pursue electric aggregation. In closing, he reminded residents, with the end of Daylight Savings Time, to change the batteries in their smoke and Co2 alarms.*

*Manager Breinig commented on the Village's municipal electric aggregation communications efforts. He stated residents should be careful to not be misled by electric suppliers claiming to be the Village's official supplier if the referendum passes. The Village will provide further information on electric aggregation and the winning bidder when it becomes available.*

*Mayor Saverino reminded residents that there will be free leaf pickup by the Village's waste hauler Flood Brothers on resident's regular pickup day during the week of November 19, 2012. Leaves must be placed in kraft paper bags or approved containers.*

*At 8:25 p.m. Trustee Manzzullo moved and Trustee McCarthy made the second to adjourn the meeting to executive session to discuss collective negotiating matters in accordance with Section 2.C.2 and salary schedules of one or more classes of employees in accordance with Section 2.C.1. of the Open Meetings Act. There will be no action as a result of these discussions and the Board will adjourn their meeting from Executive Session. The results of the roll call vote were as follows:*

|                |          |  |
|----------------|----------|--|
| <i>Ayes:</i>   | <i>5</i> | <i>Trustees Frusolone, Manzzullo, Weiss, Schwarze &amp; McCarthy</i> |
| <i>Nays:</i>   | <i>0</i> |  |
| <i>Absent:</i> | <i>1</i> | <i>Trustees Fenner</i>   |

FOR THE BOARD OF TRUSTEES

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Frank Saverino, Sr., Mayor

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Beth Melody, Village Clerk

# AGENDA ITEM

B-3 11-19-12

11-5-2012 SVB  
PUBLIC HEARING

**SPECIAL MEETING/PUBLIC HEARING OF THE MAYOR AND BOARD OF TRUSTEES**  
Gregory J. Bielawski Municipal Center, 500 N. Gary Avenue, Carol Stream, DuPage  
County, IL 60188

November 5, 2012

Mayor Saverino, Sr. called the Special Meeting/Public Hearing of the Board of Trustees to order at 6:30 p.m. and Village Clerk Beth Melody called the roll:

Present: Mayor Frank Saverino, Sr. & Trustees Mary Frusolone, Tony Manzzullo, Don Weiss (at 7:03 p.m.), Greg Schwarze and Matt McCarthy.

Absent: Trustee Pam Fenner

Also Present: Village Manager Joe Breinig, Assistant Village Manager Bob Mellor, Assistant to the Village Manager Christopher Oakley and Village Clerk Beth Melody.

David Hoover, the Village's consultant for electric aggregation from the Northern Illinois Municipal Electric Collaborative (NIMEC), began the Public Hearing with a presentation on the aggregation process and the Plan of Operations and Governance. Mr. Hoover answered questions from the audience including the following information:

- If the aggregation referendum passes during tomorrow's general election vote, residents will still have the option of opting out of the new supplier program and remain with ComEd.
- Residents who opt out and choose to stay with ComEd can opt in at any time at the new Carol Stream electric supplier rate.
- If the municipal electric aggregation referendum passed tomorrow the approximate timeline for municipal electric aggregation in Carol Stream will be as follows:
  - 11/19/12 - Village Board considers and has the opportunity to award bid for new electric supplier
  - February 2013 - Residents choose between the new electric supplier and ComEd within the 60 day opt out period
  - March 2013 - New electric supplier begins service delivery to Carol Stream residents who do not opt out and choose to stay with ComEd
- Residents who participate in ComEd's Central Air Conditioning Cycling program will still be allowed to participate in this cost savings program if they choose an alternate energy supplier.
- If ComEd's new rate in 2013 is lower than the alternate electric supplier rate residents will pay the lower ComEd electric supplier rate.
- Residences will receive letters advising them of the bid results for electricity.
- Bids will be obtained for one, two and three years with rates fixed for the term of the agreement.
- The electricity supplier chosen will directly assist customers in opting out of agreements with alternate suppliers selected earlier.
- The cost of NIMEC's services will be borne by the suppliers and will not be paid for by customers of the Village.
- Bids will include green power with the Village Board making a decision on the extent at the time of award of bid.



11-5-2012 SVB  
PUBLIC HEARING

- Residents will receive a letter from the chosen alternate electric supplier on Village letterhead explaining:
  - The current ComEd electric supply rate
  - The new alternate electric supplier rate
  - Any early termination fees
  - Timeline for opting out
- Residents who have already chosen an alternate electric supplier will not receive the Village alternate aggregated electric supplier opt out letter.

A motion was made by Trustee McCarthy and seconded by Trustee Frusolone to adjourn the Public Hearing at 7:27 p.m. The results of the roll call were as follows:

*Ayes: 5 Trustees Frusolone, Manzzullo, Weiss, Schwarze & McCarthy*

*Nays: 0*

*Absent: 1 Trustee Fenner*

FOR THE BOARD OF TRUSTEES

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Frank Saverino, Sr., Mayor

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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:** November 13, 2012

**RE:** **Agenda Item for the Village Board Meeting of November 19, 2012  
Preannexation Agreement for Water Service Connection for the  
Willey Property at 28W330 Trieste Lane**

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**PURPOSE**

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

**BACKGROUND**

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

**DISCUSSION**

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

**RECOMMENDATION**

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

RJG:bg

t:\preannexation agreements\randy willey\vb memo.docx

**NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the Corporate Authorities of the Village of Carol Stream, DuPage County, Illinois, will hold a public hearing at 8:00 P.M. on Monday, November 19, 2012, at the Village Hall, 500 North Gary Avenue, Carol Stream, Illinois, to consider a proposed annexation agreement providing for the annexation of the property legally described below, pursuant to the provisions of Chapter 66, Article 11, Section 11-15.1-1, et seq. of the Illinois Compiled Statutes, 65 ILCS 5/11-15.1-1 et seq., which annexation agreement shall contain, among other provisions, provisions relating to, but not limited to, the following:

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

Lot 6 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 plat thereof recorded on June 27, 1990, as Document No. R90-079216 in DuPage County, Illinois. P.I.N. 01-36-400-030

The property comprises a tract of land containing approximately 0.91 acres and is located in unincorporated DuPage County at 28W330 Trieste Lane, West Chicago, Illinois.

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

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

c) Other miscellaneous provisions.

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

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

/s/ Beth Melady  
Village Clerk  
Published in Daily Herald  
November 3, 2012 (4320851)

RECEIVED

NOV 21 2012

**CERTIFICATE OF PUBLICATION**

Paddock Publications, Inc. COMMUNITY DEVELOPMENT

**Daily Herald**

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

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

I further certify that the **DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 7150, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published November 3, 2012 in said **DAILY HERALD**.

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

**PADDOCK PUBLICATIONS, INC.**  
**DAILY HERALD NEWSPAPERS**

BY Paula Baltz  
Authorized Agent

Control # 4320851




# AGENDA ITEM

G-1 11-17-12

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

**TO:** Mayor and Trustees

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

**DATE:** November 13, 2012

**RE:** Town Center Signage

On February 22, 2011 an intergovernmental agreement with the Park District was approved that provided for the sale of property at Town Center for construction of a recreation center. Among the provisions of the agreement was language stating:

**“The Parties will work in good faith relative to the approval of signage at the entrances to the Recreation Center, with consideration being given to any monument signs being combined signs, as opposed to competing signs, and to add to, or amend, current signage, all in full compliance with the requirements of the Village Code.” (PART TWO, Section 8G).**

A joint meeting of the two Boards was held on May 14, 2012 at which time direction was provided to utilize the services of Williams Architects to design the shared signage agreed to in the intergovernmental agreement. Williams Architects, architects for the recreation center, were recommended because of their familiarity with the project and Town Center.

Attached for your review and consideration is a proposal for architectural services related to signage at Town Center. The agreement is formatted as an addendum to the professional services agreement between the Park District and Williams Architects for services related to the recreation center. The proposal has a not-to-exceed fee of \$21,900 to be split evenly between the Village and Park District.

The Village is not a party to the agreement between the Park District and Williams Architects for the recreation center. As noted previously, the proposal for signage is an addendum to that agreement. To address that situation the Village Attorney has drafted the accompanying letter. The letter acknowledges that the existing monument signs are located on property owned by the Village, that the signs themselves are owned by the Village, and that any modifications

to the signs require Village approval. The Park District approved the letter on November 5, 2012.

With approval of the letter by the Park District, staff and the Village Attorney recommend approval of an expenditure in an amount not to exceed \$10,950 for the design of shared signage at Town Center. Approval of the expenditure will allow sufficient time for design and alteration of the existing monument signs prior to the recreation center opening in 2013.

JEB/td  
Attachments



3 October 2012

Mr. Arnie Biondo  
Executive Director  
Carol Stream Park District  
849 W. Lies Road  
Carol Stream, IL 60188

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

Re: Carol Stream Park District 2025 Community Recreation Center  
Professional A / E Additional Services for Entry Signage at Town Center  
Project No. 2009-014 / Additional Services Task

Dear Arnie and Joe:

It continues to be an honor to work with you, your staff, your Board and the Village of Carol Stream on the Recreation Center, located in Town Center. Additionally, it was a pleasure to visit with you and your staff, along with Joe and his staff last week in order to further discuss the desired approach to the above noted Project. To that end, we are pleased to provide the Park District and the Village with this Letter of Proposed Agreement for Professional Architectural / Engineering (A / E) Services on the Entry Signs at Town Center. We understand the desire of the Park District and the Village to portray a unified image of Town Center, which will serve as the cornerstone of the community as a "Cultural Campus".

These proposed services will provide the Park District and the Village with a preliminary design that will prioritize the fundamental program requirements and associated Project costs, which will afford the Park District and the Village with a seamless transition into formal Basic A / E design and implementation of the unified Town Center Entry Signage. Based on past correspondence, please find enclosed a proposed scope of work and fee to provide Professional A / E Services to the Carol Stream Park District and Village of Carol Stream on this significant Project amenity. We at Williams Architects continue to be extremely appreciative of the professional relationship we have established with the Park District and the Village, and we are delighted to assist you with our professional expertise.

We want to extend our services to you in an innovative manner for your consideration and approval. Please refer to the pages that follow for additional detail regarding our proposed professional services and fees.

#### **ARCHITECTURAL TEAM MEMBERS**

The following team members represent the Williams Architects critical Management Team; however, the services of many other talented professional and technical staff beyond those noted herein will also be utilized:

- Tom C. Poulos / Principal-in-Charge / Project Principal-in-Charge
- Steve Mihelich / Design Principal
- Frank Parisi / Project Manager - Project Architect and Resident Architect
- Andy Ouper / Project Architect
- Carrie Kotera / Graphic Design



## **CONSULTING ENGINEERS**

Our Recreation Center team of experienced and talented engineering professionals will be utilized for the Entry Signage Project. The Williams Team of Professionals will allow us the ability to create a design for your Project that is esthetically appealing, cost sensitive and highly functional in scope. Toward that end, please refer to the below noted Consultant / Engineering Team for these Professional A / E Services as follows:

## **ARCHITECT'S BASE SERVICE CONSULTANTS**

Architect's Basic Service Consultants in the Basic A / E Services Fee of the Contract and coordinated by the Architect are as follows:

Architecture: Williams Architects  
Structural: W-T Engineering  
Electrical: W-T Engineering

## **OWNER'S DIRECT CONSULTANT AND ARCHITECT'S ADDITIONAL SERVICE**

We will work with the Park District to validate the need / necessity for any Additional Service Consultants beyond the above noted Base Consultants; and if so, we will add their services to our own at their direct cost. This will be billed directly through our Contract as an Owner's Additional Service Fee payment. The anticipated direct pass-thru Consultants that are paid for by the Owner, contracted by the Architect and coordinated by the Architect are as follows:

Landscape / Civil: Conservation Design Forum  
Electronic Signage / Low Voltage: TBD

## **PROJECT BACKGROUND & UNDERSTANDING OF PROJECT SCOPE**

The Village of Carol Stream and the Park District are seeking to create a modified sign that will serve both the Town Center park and the new Recreation Center. The Village and Park Boards met on 14 May 2012. The consensus of the two Boards is that they want to work together to modify the existing "Ross Ferraro Town Center – CAROL STREAM" signs that are on Lies Road and Gary Avenue.

As a result, and due to the expanding and changing demands of the Park District and the Village of Carol Stream, their respective Boards unanimously elected to pursue unified Town Center Entry Signage. Furthermore, we understand the revised Entry Sign will include the basic below noted requirements:

- Design and implement unified Town Center signage imagery by reworking the Two (2) Town Center Entry Signs located at Lies Road and Gary Avenue.
- Rework the architecture to brand the identify of Town Center, the Recreation Center, the Village and the Park District as a seamless integration of intergovernmental agencies with associated amenities at Town Center for the good people of Carol Stream.
- Integrate an electronic messaging sign within the architecture of the existing re-worked monumental Entry Signs.
- The signage shall provide instant way finding and identification of entry to the site.
- Rework all associated graphics to achieve the above noted goals and objectives.
- Integrate the new monumental Entry Sign with prototypical site way-finding signage brand that capitalizes on the existing site signage and creates a hierarchy of signage throughout the sites context. The site way-finding signage will be prototypical in nature for each general category beyond the main monumental Entry Sign.

Additional parameters are as follows:

- Retain the lannen stone in the base and pillars of the existing monumental Entry Sign.
- Ensure that it is an attractive, pleasing and a valuable-looking sign.
- It must include an electronic marquee (programmable) feature on both sides of each sign.
- The sign will feature both the Town Center name and the (to be selected) Recreation Center name.

## **APPROACH & SCOPE OF SERVICES**

In concert with the aforementioned understanding, the following narrative and scope of services to be performed by the Architect and Engineering Consultant Team shall be completed in accordance with generally accepted standards of the practice and shall include the services and supplies to complete the following tasks:

### **Step 1 - Preliminary Design of the Monumental Entry Sign & Way-Finding Signage**

1. Conduct 1 (One) Project Kick-off Meeting to establish a work plan / schedule, the program statement, the program, along with the associated design principals / criteria for the Project.
2. Review all pertinent code criteria and parameters with regards to the Project.
3. Conduct (1) One Design Charrette with the joint Park District and Village Staff.
4. Follow-up with Two (2) design review meetings collectively with Park District and Village staff to formalize the design parameters, goals / objectives, Project program, design criteria and budget; along with the development of a timeline for the Project.
5. Prepare Two (2) design alternatives for consideration by the staff and Board, or Boards' representative, and refine the singular preferred solution (plans and elevations).
6. Prepare a opinion of probable cost of construction for the preferred singular solution.
7. Attend One (1) public meeting with the combined Park District Board and Village Trustees to present the Designs.

### **Step 2 Basic Architectural / Engineering (A / E) Services of the Monumental Entry Sign**

1. Prepare Construction Documents (drawings and specifications) suitable for construction and competitively bidding the scope of work.
2. Submit Construction Documents for permit. Final construction documents, when approved, shall be provided in a digital format.
3. Coordinate the phasing of the sign design and its associated engineering with the Park District's Recreation Center General Contractor, the Park District and the Village for integration with the Recreation Center Project.
4. The solicitation of bids shall be conducted by the Park District and the Village. Williams Architects shall assist in reviewing the bids and provide a recommendation for award of bid.
5. Review shop drawings, answer RFI's (Request for Information) and provide Construction Administration management services; includes four (4) site visits to observe the construction of the sign (site observation and punchlist).

**SCHEDULE**

Williams Architect's procedure for maintaining project schedules includes defining a very specific step-by-step process with the Owners at the beginning of the Project. With this ongoing series of deadlines to meet, it has allowed us to maintain excellent results in achieving our project deadlines. We take great effort to carefully plan out all the meetings, work tasks and project milestones for a Project. We do this because it has greatly enhanced our ability to keep our projects moving forward with no surprises to our clients. Toward that end, Williams Architects is prepared to accommodate the Park District's and the Village's schedule expectations on this partnership Project.

**FEE**

We respectfully propose the below noted fee to provide the professional A / E services for the work described herein as follows:

|    |  |                     |
|----|--|---------------------|
| 1. | Step 1 – Preliminary Design                  | \$ 10,200.00        |
| 2. | Step 2 – Basic A / E Services                | \$ 11,700.00        |
| 3. | <b>Total Project Fixed Fee Not to Exceed</b> | <b>\$ 21,900.00</b> |

Our fee is broken down by the percentages listed below:

|    |  |             |
|----|--|-------------|
| 1. | Step 1 – Preliminary Design            | 100%        |
| 2. | Step 2 – Basic A/E Services            |             |
|    | a. Construction Documents              | 80%         |
|    | b. Bidding, Negotiation and Permitting | 05%         |
|    | c. Construction Administration         | 15%         |
|    |  | <u>100%</u> |

Our base professional services work will be provided and billed on a percentage of work completed from our above noted fixed fee and percentage breakdown. Please refer to the Rate Table below for personnel billing rates.

Any Additional Services authorized by the Owners and approved in writing will be provided on an hourly basis from the rate table below. Our Consultant's rate schedules vary for each Consultant, but they are generally comparable to our own rates enclosed herein. These rate tables are revised the beginning of June each year at a five (5%) percent annual increase.

**RATE TABLE**

|                                  |                |
|----------------------------------|----------------|
| Principal II.....                | \$ 190.00/Hour |
| Principal I.....                 | \$ 173.00/Hour |
| Associate Principal.....         | \$ 162.00/Hour |
| Senior Associate.....            | \$ 156.00/Hour |
| Associate / Project Manager..... | \$ 141.00/Hour |
| Architect III.....               | \$ 126.00/Hour |
| Architect II.....                | \$ 115.00/Hour |
| Architect I.....                 | \$ 104.00/Hour |
| Project Coordinator IV.....      | \$ 95.00/Hour  |
| Project Coordinator III.....     | \$ 85.00/Hour  |
| Project Coordinator II.....      | \$ 74.00/Hour  |
| Project Coordinator I.....       | \$ 64.00/Hour  |
| Project Technician II.....       | \$ 47.00/Hour  |
| Project Technician I.....        | \$ 38.00/Hour  |
| Aquatic Engineer I.....          | \$ 145.00/Hour |
| Aquatic Engineer II.....         | \$ 110.00/Hour |

|                                  |                |
|----------------------------------|----------------|
| Marketing Coordinator .....      | \$ 140.00/Hour |
| Graphics Coordinator .....       | \$ 102.00/Hour |
| Accounting .....                 | \$ 103.00/Hour |
| Secretarial.....                 | \$ 95.00/Hour  |
| Clerical.....                    | \$ 67.00/Hour  |
| Director of Interior Design..... | \$ 129.00/Hour |
| Interior Designer V.....         | \$ 99.00/Hour  |
| Interior Designer IV.....        | \$ 83.00/Hour  |
| Interior Designer III.....       | \$ 66.00/Hour  |
| Interior Designer II.....        | \$ 54.00/Hour  |
| Interior Designer I.....         | \$ 39.00/Hour  |

**Contingent Additional Services:**

Professional services beyond the scope of this proposal can be provided on an hourly, or mutually agreed upon fee basis in accordance with the rate table above, upon the Owner's request and approval of the same, as established and as mutually agreed upon between the Owner and Architect.

If you are in agreement with the terms and conditions of this proposed Letter of Additional Services Agreement to our original Agreement for the Recreation Center, please sign, date below and return a copy to our office at your earliest convenience. We are available to begin the Project immediately.

Thank you again for this wonderful opportunity to continue to provide our Professional Architectural Services to the Carol Stream Park District, the Village of Carol Stream and the good people you both service. We truly value our professional relationship and look forward to a long and prosperous future together. If you have any additional questions or comments, please do not hesitate to contact me at your earliest convenience.

Cordially,



Tom C. Poulos, AIA  
Principal & Secretary

**APPROVED BY:**

\_\_\_\_\_  
Authorized Signature  
Carol Stream Park District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature  
Village of Carol Stream

\_\_\_\_\_  
Date



November 6, 2012

*Board of Commissioners*

Brenda Gramann - President  
Wynn Ullman - Vice President  
Dan Bird  
John Jaszka  
Jacqueline Jeffery  
Tim Powers  
Brian Sokolowski

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

Re: Carol Stream Town Center – Carol Stream Park District Recreation Center  
Entry Signage

*Executive Director*

Arnie Biondo

Dear Joe:

As you are aware, the Intergovernmental Agreement between the Park District and the Village Providing for the Conveyance of Property from the Village to the Park District and for Ongoing Agreements for Shared Use and Maintenance of Adjacent Property contemplated the possibility of modifying the current Village monument sign, located upon Village property, for combined use by the Village for its Town Center and the Park District for its Recreation Center. In that regard, discussions have occurred with respect to proposed joint usage of the current signage and the Park District has proposed that it enter into an Additional Services Agreement with Williams Architects for Preliminary Design and Architectural / Engineering services for modifications to the Village's monument entry sign.

The Park District requests that the Village authorize it to proceed with this Additional Services Agreement for Preliminary Design and Architectural / Engineering Services for modifications to the monument entry sign for joint usage by the Village and the Park District. The Park District acknowledges that the monument sign to be modified is the property of the Village and the Village shall have full authority to approve the design of any and all modifications to such signage and that any modifications of the signage shall fully comply with all applicable Village Codes and Ordinances. In addition, the Park District acknowledges that after approval of a final design, any contract for construction of the final approved signage modifications shall be jointly bid by the Park District and the Village and that the Park District and Village shall both be parties to such contract for construction. The Park District Board has given consensus to move forward at their November 5 meeting.

Very truly yours,

A handwritten signature in black ink that reads "Arnie Biondo".

Arnie Biondo  
Executive Director




# AGENDA ITEM

G-2 11-17-12

## *Village of Carol Stream* Interdepartmental Memo

**TO:** Joe Breinig, Village Manager

**FROM:** Chief Kevin Orr 

**DATE:** November 12, 2012

**RE:** The Police Department requests Village Board authorization to send out Request For Qualifications to attorneys interested in serving as the Village's Local Prosecutor for traffic offenses.

The Police Department has drafted a Request For Qualifications (RFQ) for the position of Local Prosecutor. The Village Attorney, James Rhodes, assisted in drafting the RFQ. I am seeking Board authorization to send the RFQ to attorneys/law firms interested in serving as the Local Prosecutor. If authorized, the RFQ will be sent out on November 26<sup>th</sup> with a return date of December 10<sup>th</sup>. I would anticipate interviews with prospective attorneys would begin in early January.

Mr. Rhodes has begun drafting an ordinance adopting the Illinois Vehicle Code into our local ordinances. It is anticipated the ordinance will be completed and placed on the December 3<sup>rd</sup> Board Meeting agenda for adoption by the Village Board.

Implementation of the Local Traffic Prosecution program is still scheduled for May 1, 2013.

*Village of Carol Stream*

**Police Department  
500 N. Gary Avenue  
Carol Stream, IL 60188  
(630) 668-2167**

**REQUEST FOR QUALIFICATIONS**

**LOCAL TRAFFIC PROSECUTOR**

**November 26, 2012**



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## ***Section 1. Request For Qualifications***

**Village of Carol Stream**  
**Request for Qualification Statements**  
**LOCAL TRAFFIC PROSECUTOR**

**November 26, 2012**

The Village of Carol Stream is seeking responses to this Request For Qualifications (RFQ) for the position of Local Traffic Prosecutor. The Local Traffic Prosecutor is recommended by the Village Manager, for appointment by the Mayor and the Village Board, and provides local prosecution of traffic offenses within the Village of Carol Stream. The anticipated implementation date for local prosecution is May 1, 2013.

Qualification statements should be addressed to:

Deputy Chief Edward Sailer  
Police Department  
Village of Carol Stream  
500 N. Gary Avenue  
Carol Stream, IL 60188

The closing date and time for receipt of qualification statements is December 10, 2012 at 4:00 P.M., after which time, additional submittals will not be accepted. This Request for Qualifications is also available on the Village's website at [www.carolstream.org](http://www.carolstream.org). For additional information, Deputy Chief Ed Sailer may be contacted at (630) 871-6291 or at [esailer@carolstream.org](mailto:esailer@carolstream.org).

## ***Section 2. Background Information***

The Village of Carol Stream is a home rule municipality with a population of 39,711. The Village operates many departments to serve the needs of its residents and its commercial and industrial businesses.

The Village is governed by an elected Village Board consisting of a Mayor, six Trustees, and a Village Clerk. All elected officials are elected at large. Daily operations are overseen by a professional Village Manager.

## ***Section 3. Scope of Services***

The specific responsibilities and tasks of a Local Traffic Prosecutor for the Village of Carol Stream include:

1. Represent the Village as the Local Prosecutor for violations of the Village's vehicle code in local Traffic Court,
2. Confer with and advise the police department with respect to the issuance and prosecution of violations of the Village's vehicle code,
3. Attend court proceedings in Local Traffic Court with respect to the prosecution of violations of the Village's vehicle code,
4. Issue subpoenas directing witnesses to appear in Traffic Court,
5. Preserve and authenticate the record of hearings and or trials,
6. Attend and prosecute trial proceedings with respect to the prosecution of violations of the Village's vehicle code,
7. Request penalties for violations of the Village's vehicle code.

Traffic Court is held at Glendale Heights Field Court, 300 E. Fullerton Avenue Glendale Heights on Tuesdays and Wednesdays.

#### ***Section 4. Qualifications Statement***

Ten (10) copies of the Statement of Qualifications must be submitted in a sealed envelope to:

Deputy Chief Edward Sailer  
Police Department  
Village of Carol Stream  
500 N. Gary Avenue  
Carol Stream, IL 60188

and clearly marked on the outside of the envelope "**LOCAL TRAFFIC PROSECUTOR**" on or before 4:00 p.m., December 10, 2012. **Statement of Qualifications must be submitted in digital format as well.** Any Statement of Qualification received after this date and time will be refused. It is suggested that the statement be submitted in a standard 8-1/2" x 11" format for ease of review and reproduction. No size larger than 11" x 17" can be accepted to allow for Village reproduction.

## **Submittal Requirements:**

The following items must be included in all responses to this Request For Qualifications:

1. The full name and business address of the attorney and/or law firm submitting the response,
2. The full name of the individual or individuals who, if selected, will provide the service to the Village and for each attorney a resume or curriculum vitae, which must include post high school education degrees, professional licenses held and current areas of practice,
3. A statement indicating whether any of the individual or individuals who will provide services has been reprimanded, censured, or suspended for ethics violations,
4. A summary detailing the nature of the applicant's previous and current experience in prosecuting code violations with municipal clients in DuPage County,
5. A statement describing any existing or potential conflicts of interest that might affect the applicant's ability to represent the Village of Carol Stream,
6. The full name, title, entity, address, telephone number and email address of client references including the number of years representing each client listed,
7. A statement and listing of the professional service fees that the attorney and/or firm would offer the Village,
8. A list and description of all professional liability claims and resolutions, if any, brought against the attorney or any of the attorneys within the firm during the past five years,
9. Any exceptions taken to this Request For Qualifications shall be clearly identified.

## ***Section 5. Minimum Qualifications***

1. The applicant must be an attorney that has been licensed to practice in Illinois for at least five years and have served as a prosecutor of state or local violations for at least three years,
2. The applicant must be in good standing with the Illinois Supreme Court Attorney Registration and Disciplinary Commission,
3. The applicant must have trial experience.

## ***Section 6. Review Process***

### ***A. Selection Process and Basis of Award***

The Village of Carol Stream reserves the right to waive any informality or technical error and to accept the applicant deemed by the Village to be in its best interests.

### ***B. Evaluation Criteria***

Critical factors which will be considered in evaluating the Statements of Qualification are as follows:

1. Qualifications of individuals who would have direct involvement in providing this contractual service. Despite a firm's overall capabilities and experience, attention will be focused directly on the personnel assigned to the project and the manner in which they will be organized and managed,
2. Capabilities and experience in comparable previous projects and the specialized experience and technical competence of the applicant,
3. Ability to perform the prosecutor's services in a timely fashion and the availability to meet the needs of the Village,
4. Past record of performance on contracts with other governmental agencies or public bodies, including such factors as control of costs, quality of work and ability to meet schedules. References from past and existing clients will be utilized to determine past record of performance,
5. The firm's approach to the project – although the Village has identified a general nature of services required, the consultant is given broad leeway toward approach and methodology to provide the expected outcomes,
6. Capacity of the candidate to perform the work within time schedules,
7. Cost of performing the duties of Local Traffic Prosecutor.

The Village reserves the right to conduct interview(s) with applicants. Interviews will be conducted in Carol Stream, Illinois without reimbursement or compensation. The Village reserves the right to negotiate with qualified attorneys as to compensation and terms. Any contract or agreement for services shall be subject to the availability of funds budgeted for the professional services.

### ***C. Terms and Conditions***


1. Any contract or agreement resulting from negotiations with the chosen firm by the Village shall be on forms either supplied by or approved by the Village, and shall contain, at a minimum, applicable provisions of this Request For Qualifications. The

Village reserves the right to reject any agreement that does not conform to this Request For Qualifications and any Village requirements for agreements and contracts.

2. If, through any cause, the firm fails to fulfill any of the obligations agreed to in a timely and proper manner, the Village shall have the right to terminate the contract by notifying the firm in writing at least 15 calendar days in advance of such termination.
3. The Village shall not be liable for any expenses incurred by the applicant including, but not limited to, expenses associated with the preparation of the statement, attendance at interviews, preparation of a cost statement or final contract negotiations.
4. All responses to this RFQ will become property of the Village. Reasonable precautions will be taken to ensure the confidentiality of the material. Each respondent shall clearly indicate any proprietary information submitted as part of their proposal. The successful statement will become public information after selection. The proposal from the chosen applicant will become part of the public record.
5. The Village reserves the right to reject any and all statements of qualifications and to request clarification of information submitted and request additional information as needed.
6. The term of the agreement shall remain in effect from the date executed until terminated by either party.

*Village of Carol Stream*  
**INTERDEPARTMENTAL MEMO**

**TO:** Mayor and Trustees

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

**DATE:** November 9, 2012

**RE:** Illinois Cool Cities Local Sustainability Protection Agreement

On April 18, 2005 Mayor Ferraro presented a Proclamation Endorsing the U.S. Mayors' Climate Protection Agreement. A copy of the proclamation is attached. Since 2005 the Village has, to the extent practical and to the extent resources are available, attempted to address the various goals identified in the Proclamation.

Attached you will find the Illinois Cool Cities Local Sustainability Protection Agreement. This document is a product of the Sierra Club and is not a product of the U.S. Conference of Mayors, the source of the 2005 Proclamation. The document expands upon the principles and actions found in the 2005 Proclamation. It should be noted that the Village does not currently address many of the items in the Agreement.

Since 2005 the economy has significantly eroded. The table below offers some comparisons:

|              | <u>2004-2005</u> | <u>2012-2013</u> |
|--------------|------------------|------------------|
| Revenues     | \$17,661,322     | \$20,785,000     |
| Expenditures | \$17,519,803     | \$20,785,000     |
| Staffing     | 180.88 FTEs      | 147.38 FTEs      |

While revenues have grown \$3.1 million (2.2% per year on average) over the eight years since the 2005 Proclamation expenses have kept pace. Thirty-three and one-half full time equivalents have been removed from the budget as the Village attempted to live within its means. Taxes including the home rule sales tax were introduced and increased during this period of time to help bridge the collapse of the nation's economy. Continued austerity is envisioned in the future. It will be a challenge to fund staffing needs identified in Police and Public Works. Resources may not be available for many of the undertakings identified.



The above financial information is provided as context and is not intended to dissuade approval of the Agreement. It is important that the Village Board, staff and community understand that the Village may have limited opportunity to undertake some of the measures identified in the Agreement. Staff believes that opportunities may arise to address some of the items in the years ahead. Over the past eight years many of the environmental initiatives undertaken by the Village have been accomplished by seizing the moment. If the Agreement is approved, staff recommends that it be discussed during the goal setting planned after the 2013 municipal elections.

Again, staff is not discouraging approval of the Illinois Cool Cities Local Sustainability Protection Agreement. Staff is attempting to make sure that expectations are realistic in light of current fiscal constraints.

JEB/td  
Attachments

# PROCLAMATION

## Endorsing the U.S. Mayors' Climate Protection Agreement

**WHEREAS**, the U.S. Conference of Mayors has previously adopted strong policy resolutions calling for cities, communities and the federal government to take actions to reduce global warming pollution; and

**WHEREAS**, the Inter-Governmental Panel on Climate Change (IPCC), the international community's most respected assemblage of scientists, is clear that there is no longer any credible doubt that climate disruption is a reality and that human activities are largely responsible for increasing concentrations of global warming pollution; and

**WHEREAS**, recent, well-documented impacts of climate disruption include average global sea level increases of four to eight inches during the 20th century; a 40% decline in Arctic sea-ice thickness; and nine of the ten hottest years on record occurring in the past decade; and

**WHEREAS**, climate disruption of the magnitude now predicted by the scientific community will cause extremely costly disruption of human and natural systems throughout the world including: increased risk of floods or droughts; sea-level rises that interact with coastal storms to erode beaches, inundate land, and damage structures; more frequent and extreme heat waves, more frequent and greater concentrations of smog; and

**WHEREAS**, on February 16, 2005, the Kyoto Protocol, an international agreement to address climate disruption, entered into force in the 141 countries that have ratified it to date; 38 of those countries are now legally required to reduce greenhouse gas emissions on average 5.2 percent below 1990 levels by 2012; and

**WHEREAS**, the United States of America, with less than five percent of the world's population, is responsible for producing approximately 25% of the world's global warming pollutants yet is not a party to the Kyoto Protocol; and

**WHEREAS**, the Kyoto Protocol emissions reduction target for the U.S., had it ratified the treaty, would have been 7% below 1990 levels by 2012; and

**WHEREAS**, many leading US companies that have adopted greenhouse gas reduction programs to demonstrate corporate social responsibility have also publicly expressed preference for the US to adopt precise and mandatory emissions targets and timetables as a means by which to remain competitive in the international marketplace, to mitigate financial risk and to promote sound investment decisions; and

**WHEREAS**, state and local governments throughout the United States are adopting emission reduction targets and programs and that this leadership is bipartisan, coming from Republican and Democratic governors and mayors alike; and

**WHEREAS**, many cities throughout the nation, both large and small, are reducing global warming pollutants through programs that provide economic and quality of life benefits such as reduced energy bills, green space preservation, air quality improvements, reduced traffic congestion, improved transportation choices, and economic development and job creation through energy conservation and new energy technologies; and

**WHEREAS**, Mayors from around the nation have signed the **U.S. Mayors Climate Protection Agreement** which reads as follows:

- A. We urge the federal government and state governments to enact policies and programs to meet or beat the Kyoto Protocol target of reducing global warming pollution levels to 7% below 1990 levels by 2012, including efforts to: reduce the United States' dependence on fossil fuels and accelerate the development of clean, economical energy resources and fuel-efficient technologies such as conservation, methane recovery for energy generation, wind and solar energy, fuel cells, efficient motor vehicles, and bio-fuels;
- B. We urge the U.S. Congress to pass the bipartisan Climate Stewardship Act sponsored by Senators McCain and Lieberman and Representatives Gilchrist and Olver, which would create a flexible, market-based system of tradable allowances among emitting industries; and
- C. We will strive to meet or exceed Kyoto Protocol targets for reducing global warming pollution by taking actions in our own operations and communities such as:
1. Inventory global warming emissions in City operations and in the community, set reduction targets and create an action plan.
  2. Adopt and enforce land-use policies that reduce sprawl, preserve open space, and create compact, pedestrian-friendly urban communities;
  3. Promote transportation options such as bicycle trails, commute trip reduction programs, incentives for car pooling and public transit;
  4. Increase the use of clean, alternative energy by, or example, investing in "green tags", advocating for the development of renewable energy resources, and recovering landfill methane for energy production;
  5. Make energy efficiency a priority through building code improvements, retrofitting city facilities with energy efficient lighting and urging employees to conserve energy and save money;
  6. Purchase only Energy Star equipment and appliances for City use;
  7. Practice and promote sustainable building practices using the U.S. Green Building Council's LEED program or a similar system;
  8. Increase the average fuel efficiency of municipal fleet vehicles; reduce the number of vehicles; launch an employee education program including anti-idling messages; convert diesel vehicles to bio-diesel;
  9. Evaluate opportunities to increase pump efficiency in water and wastewater systems; recover wastewater treatment methane for energy production;
  10. Increase recycling rates in City operations and in the community;
  11. Maintain healthy urban forests; promote tree planting to increase shading and to absorb CO<sub>2</sub>; and
  12. Help educate the public, schools, other jurisdictions, professional associations, business and industry about reducing global warming pollution.

**NOW, THEREFORE, BE IT PROCLAIMED** that Mayor Ross Ferraro & the Village Board of Trustees, Carol Stream, Illinois fully endorse the U.S. Mayors Climate Protection Agreement and urges Mayors from around the nation to support this effort.

---

**Ross Ferraro, Mayor**

---

**Janice Koester, Village Clerk**



## coolcities

### **Illinois Cool Cities Local Sustainability Protection Agreement 2015 Goals**

- A. We urge the federal government and state governments to enact policies and programs to reduce the United States' dependence on fossil fuels and accelerate the development of clean, economical energy resources and fuel-efficient technologies such as conservation, methane recovery for energy generation, wind and solar energy, fuel cells, and electric and efficient motor vehicles;**
- B. We urge the U.S. Congress to pass bipartisan greenhouse gas reduction legislation that 1) includes clear timetables and emissions limits and 2) a flexible, market based system of tradable allowances among emitting industries; and**
- C. We will strive to meet or exceed the target to reduce climate change pollution by 2% per year from 2009 baseline levels (per capita) by taking actions in our own operations and communities such as:**

#### **1. Inventory**

- Inventory baseline energy metrics in City operations and in the community and set reduction targets.

#### **2. Plan**

- Create an action plan for city operations and community.

#### **3. Implement**

In addition to the 2012 goals set forth by the U.S. Mayors Climate Protection Agreement, consider the following energy saving measures.

- Encourage residents to take advantage of energy efficiency measures in their own homes by using free tools such as the CUB Energy Saver program ([www.cubenergysaver.com/teams/sierraclub](http://www.cubenergysaver.com/teams/sierraclub)) or the Energy Impact program ([www.energyimpactillinois.org](http://www.energyimpactillinois.org)) to identify energy and money saving measures.
- Endorse Complete Streets and Bicycle Friendly Community measures to ensure safe environmentally friendly transit options.
- Become an EPA designated Green Power Community by sourcing a portion of consumed energy from green sources.
- Aggregate the community's energy consumption to provide a green option for residents, often at lower cost than traditional dirty energy. Communities are encouraged to first seek out locally generated renewable energy.
- Engage in sustainable waste management practices by prioritizing recycling, composting, and construction/deconstruction diversion programs over traditional landfill waste disposal.

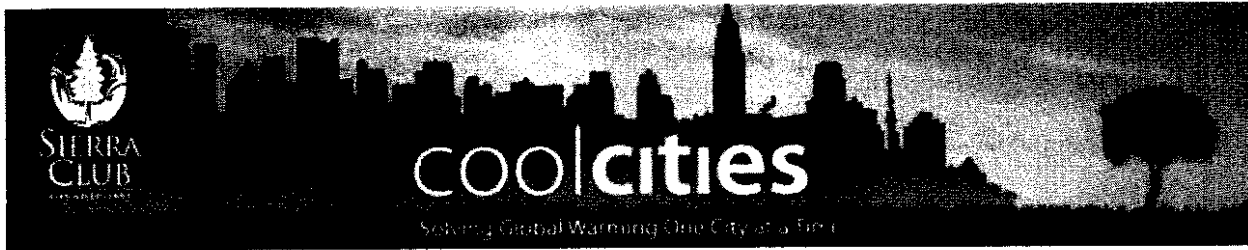
- Support policies that make the grid accessible to clean energy.
- Implement incentives and policies to encourage electric vehicle infrastructure and use, with an emphasis on renewable source charging.
- Encourage local food production and consumption through farmer's markets, co-ops, urban agriculture, community kitchens and community gardens.
- Educate residents on energy saving measures available at home and throughout the community through events and outreach.
- Issue a resolution to support the Environmental Protection Agency's Clean Air Act protections to reduce pollution and protect public health
- Support funding mechanisms, like the PACE program (property assessed clean energy), that remove cost barriers for clean energy and energy efficiency installations

#### **4. Monitor and Evaluate**

- Create a webpage to update city residents on the progress of action plan and encourage engagement in energy saving activities.

#### **2012 goals set forth by the U.S. Mayors Climate Protection Agreement**

- Adopt and enforce land-use policies that reduce sprawl, preserve open space, and create compact, walkable urban communities;
- Promote transportation options such as bicycle trails, commute trip reduction programs, incentives for car pooling and public transit;
- Increase the use of clean, alternative energy by, for example, investing in "green tags", advocating for the development of renewable energy resources, recovering landfill methane for energy production, and supporting the use of waste to energy technology;
- Make energy efficiency a priority through building code improvements, retrofitting city facilities with energy efficient lighting and urging employees to conserve energy and save money;
- Purchase only Energy Star equipment and appliances for City use;
- Practice and promote sustainable building practices using the U.S. Green Building Council's LEED program or a similar system;
- Increase the average fuel efficiency of municipal fleet vehicles; reduce the number of vehicles; launch an employee education program including anti-idling messages; convert diesel vehicles to bio-diesel;
- Evaluate opportunities to increase pump efficiency in water and wastewater systems; recover wastewater treatment methane for energy production;
- Increase recycling rates in City operations and in the community;
- Maintain healthy urban forests; promote tree planting to increase shading and to absorb CO<sub>2</sub>; and
- Help educate the public, schools, other jurisdictions, professional associations, business and industry about reducing global warming pollution



**The Illinois Cool Cities Local Sustainability Protection Agreement  
Signature Page**

You have my support for the Cool Cities Local Sustainability Protection Agreement

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

Mayor: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mayor's e-mail: \_\_\_\_\_

Staff Contact Assigned to Implement Agreement: \_\_\_\_\_

Staff Contact Title: \_\_\_\_\_

Staff Phone: \_\_\_\_\_

Staff e-mail: \_\_\_\_\_

Please return completed form at your earliest convenience to:

Sierra Club, Illinois Chapter  
Cool Cities Program

By Mail:  
70 E Lake Street, Suite 1500  
Chicago, Illinois 60601

[sarah.gulezian@sierraclub.org](mailto:sarah.gulezian@sierraclub.org)  
(312) 251-1680 x 117

By Fax:  
(312) 251-1780


For additional information, contact:  
Sarah Gulezian

# AGENDA ITEM

G-4 11-17-12

## *Village of Carol Stream* Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: James Knudsen, Director of Engineering Services 

DATE: November 14, 2012

RE: Belmont Village Drainage Ditch Maintenance –  
Limited Right of Entry Agreement

Since spring the Village has been working with Belmont Village in an attempt to get them to remove debris that is obstructing flow through their drainage ditch. This effort was the result of a complaint the Village received from Home Depot requesting the ditch be cleaned after they had experienced flooding along their back driveway and loading dock.

Belmont's ditch traverses through a regulated wetland and riparian area and they had concerns with doing any work within an environmentally sensitive area. The Village offered to have our contractor perform the work if Belmont would agree to reimburse the Village.

An agreement has been drafted, reviewed and approved by the Village Attorney. This agreement allows the Village and its contractor to enter upon their property and remove the debris. Belmont Village would be responsible for reimbursing the Village for costs incurred up to \$18,000. We have a quote from our stream maintenance contractor of \$4,500 per day with three to four days' worth of work (\$13,500 to \$18,000). The contractor expects to do the work around Thanksgiving allowing the Village to then clean out our storm sewer which drains into the ditch. Staff recommends approval of the Limited Right of Entry Agreement with Belmont Village.

Cc: Jon Batek, Finance Director  
Phil Modaff, Director of Public Works  
William N. Cleveland, Assistant Village Engineer

## LIMITED RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made as of this 14th day of November, 2012, between Belmont Village Carol Stream, L.L.C. ("Grantor"), and the Village of Carol Stream, Illinois ("Grantee"), for the purpose of permitting Grantee, its agents, employees, and contractors to enter upon Grantor's property to remove accumulated debris and obstructions in the stream bed and drainage area to allow for unobstructed flow of storm water from neighboring properties, and any other debris deemed by Grantee to cause blockage in the stream bed or drainage area on the property of Grantor (the "Project"). The property being more particularly described in Exhibit A attached hereto and made a part hereof for all purposes (the "Property").

For and in consideration of Grantee's removal of obstructed debris from the Property, Grantor hereby grants to Grantee, its agents, employees, and contractors the right to enter upon the Property to remove such debris. Grantee's agents, employees, and contractors shall exercise reasonable precautions necessary to protect and to prevent damage to Grantor's real and personal property. If any improvements are damaged or removed, these shall be promptly restored or replaced to as near original condition and location as possible, except that the existing fence required to be removed in order for the Grantee to perform the work shall not be required to be replaced.

The contractor named in the signature block below ("Contractor") has been chosen by the Grantee to complete the Project. Contractor, its agents and employees agree to defend, indemnify and hold harmless Grantor from any claims or damages caused by or arising from their entry upon Grantor's Property unless said claims result wholly from Grantor's negligence or willful misconduct. Grantor assumes no liability for loss or damage to Contractor's property or for injury to or death to any employee or agent of Contractor unless such loss, damage, injury or death results from Grantor's negligence or willful misconduct. Contractor shall provide Grantor with a certificate of insurance evidencing limits of coverage acceptable to Grantor.

Grantor agrees to pay for all Project costs incurred up to \$18,000.00 within fourteen (14) days of receiving invoices from Grantee. Grantor will grant to the Grantee a permanent easement to the stream bed or drainage area on the Property within ninety (90) days from the expiration of this Agreement.

This Agreement terminates thirty (30) days after completion of the Project.

GRANTOR:

Belmont Village Carol Stream, L.L.C.

By:  EVP  
Paul D. Chapman, Executive Vice President



GRANTEE:

Village of Carol Stream

By: \_\_\_\_\_  
Frank Saverino, Mayor

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT "A"

PARCEL 1:

LOTS 1, 2 AND 3 IN BELMONT VILLAGE - CAROL STREAM, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND PART OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 21, 1999, AS DOCUMENT R1999-222316, AND CERTIFICATE OF CORRECTION RECORDED FEBRUARY 8, 2001, AS DOCUMENT R2001-22167, IN DU PAGE COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY A RECIPROCAL ACCESS EASEMENT RECORDED JUNE 29, 2000, AS DOCUMENT R2000-99280 FOR PEDESTRIAN AND VEHICULAR INGRESS, EGRESS AND ACCESS OVER AND ACROSS ROADS AND WALKWAYS FROM TIME TO TIME EXISTING AND LOCATED ON LOTS 4, 5 AND 6 IN BELMONT VILLAGE - CAROL STREAM, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND PART OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 21, 1999, AS DOCUMENT R1999-222316 AND CERTIFICATE OF CORRECTION RECORDED FEBRUARY 8, 2001, AS DOCUMENT R2001-22167 IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE PLAT OF BELMONT VILLAGE - CAROL STREAM RECORDED OCTOBER 21, 1999, AS DOCUMENT R1999-222316 FOR VEHICULAR INGRESS AND EGRESS ACROSS, OVER, ON AND THROUGH LOT 5 IN SAID SUBDIVISION.

Proposal #:1256

# Proposal

Date 10/25/2012

## Pessina Tree Service, LLC

**45W520 Jeter Road  
Big Rock, IL 60511  
office/fax: 630-556-3985  
cell:630-417-4714**

**E-mail: pessinatreeservice@yahoo.com**

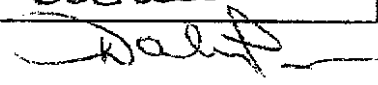
|   |  |                 |                        |                            |
|---|--|-----------------|------------------------|----------------------------|
| Proposal Submitted To:  |  |                 |                        |                            |
| <b>Village of Carol Stream<br/>500 N. Gary Ave<br/>Carol Stream, IL 60116<br/>Attn: Bill Cleveland<br/>630-665-1064</b> | Work To Be Performed At: SEE ATTACHED MAPS   |                 |                        |                            |
|   | <table border="1"> <tr> <td>Customer Email:</td> <td>Customer Phone Number:</td> </tr> <tr> <td>BCLEVELAND@carolstream.org</td> <td>630-871-6220</td> </tr> </table> | Customer Email: | Customer Phone Number: | BCLEVELAND@carolstream.org |
| Customer Email:   | Customer Phone Number:   |                 |                        |                            |
| BCLEVELAND@carolstream.org  | 630-871-6220   |                 |                        |                            |

**Description**

\$4500.00 a day approx. 3-4 days to complete job.

Remove all trees on both sides of drainage creek. (as per topo map approx. 600 ft)  
Grind all brush.  
Haul away all wood.

This includes 3-4 access lanes to remove materials.

|                               |  |   |
|-------------------------------|--|---|
| DIG #: _____                  | <i>Prices valid for 30 days<br/>from date of proposal.</i> | <b>Total</b> <u>see above</u>   |
| Date: _____ Time: _____       |  |   |
| Respectfully Submitted: _____ |  |  |

*All material is guaranteed to be specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the above sum and with payments to be made as follows, upon completion of job:*

The above prices, specifications and conditions are satisfactory & hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If you accept & want us to do above work, PLEASE SIGN & RETURN via mail, fax or email. Thank-you & we look forward to working with you.

Customers Acceptance Signature & Date: \_\_\_\_\_

# AGENDA ITEM

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

H-1 11-17-12

**AN ORDINANCE APPROVING  
AN ANNEXATION AGREEMENT  
(WILLEY PROPERTY - 28W330 TRIESTE LANE)**

**WHEREAS**, Randall and Marla Willey are the owners (hereafter referred to as "Owners") of approximately 0.91 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, and to other related matters, pursuant to the provisions of Section 11-15.1-1 et seq. of the Illinois Municipal Code, upon the terms and conditions contained in the Annexation Agreement attached hereto; and

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

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

**Section 1:**

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

**Section 2:**

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

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

Page 2 of 2

PASSED AND APPROVED THIS 19<sup>TH</sup> DAY OF NOVEMBER, 2012

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

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

(SEAL)

ATTEST:

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

**PREANNEXATION AGREEMENT  
2012 SOUTHWEST WATER MAIN EXTENSION PROJECT AREA  
(28W330 TRIESTE LANE)**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the Village of Carol Stream, an Illinois municipal corporation (hereinafter referred to as the "Village") and Randall and Marla Willey (hereinafter referred to as the "Owners").

WITNESSETH:

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

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

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

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

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

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

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

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

3. This Agreement shall be binding upon the Owners, as well as the Owners' successors, assigns and heirs. This Agreement shall constitute a covenant running with the land and shall be binding upon all persons taking any interest or right in the

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

OWNERS

VILLAGE OF CAROL STREAM

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

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

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print name)

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

Attest: \_\_\_\_\_

\_\_\_\_\_  
(print name)

Village Clerk

Subscribed and sworn to before me this

\_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

t:\preannexation agreements\randy willey\preannexation agreement.docx

EXHIBIT A

Lot 6 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 R90-079216, in DuPage County, Illinois.

P.I.N. 01-26-403-030

EXHIBIT B

APPLICATION AND CONSENT TO RULES  
CAROL STREAM WATER SERVICE USER

The Applicants certify that they are the owners ("Owners") of the Property with the common street address of: 28W330 Trieste Lane, West Chicago, IL 60185. This form is an application to receive water from the Village of Carol Stream ("Village") potable water system at the above-specified address and to consent to the rules instituted from time-to-time by ordinance or administrative rule of the Village, or by State statute, which provides the terms and conditions under which residential water users may receive potable water service from the Village.

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

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

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

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

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

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

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

Dated: \_\_\_\_\_

**OWNERS:**

\_\_\_\_\_  
\_\_\_\_\_

*Village of Carol Stream*  
Interdepartmental Memorandum

**DATE:** November 1, 2012  
**TO:** Joe Breinig, Village Manager  
**FROM:** Jon Batek, Finance Director  
**SUBJECT:** 2012 Property Tax Levy - **Final Action**

Attached is the proposed 2012 property tax levy ordinance for final adoption on Monday, November 19. The Village Board must adopt the annual property tax levy of the Carol Stream Public Library based on how the library is established under Illinois law.

In advance of this action, the Library Board previously considered and formalized their tax levy request through the adoption of Resolution # 253 on March 17, 2012.

This was followed by Village Board adoption of Resolution No. 2615 on October 15, 2012 to comply with provisions of the Illinois Truth In Taxation Act (35 ILCS 200/18-60).

Following adoption Monday evening, a copy of the ordinance will be filed with the DuPage County Clerk for extension on tax bills issued on or about May 1, 2013.

**VILLAGE OF CAROL STREAM**  
**PROPOSED 2012 PROPERTY TAX LEVY**  
(Collected in 2013)

|                                   | 2011 Taxes<br><u>Extended</u> | 2012<br>Proposed<br><u>Levy</u> | \$<br><u>Inc/(Dec)</u> | %<br><u>Inc/(Dec)</u> |
|-----------------------------------|-------------------------------|---------------------------------|------------------------|-----------------------|
| <b>VILLAGE LEVY:</b>              |                               |                                 |                        |                       |
| Operating                         | \$ -                          | \$ -                            | \$ -                   | 0.0%                  |
| Bond Payments                     | -                             | -                               | -                      | 0.0%                  |
| Total                             | -                             | -                               | -                      | 0.0%                  |
| <b>LIBRARY LEVY:</b>              |                               |                                 |                        |                       |
| Operating                         |                               |                                 |                        |                       |
| Corporate                         | \$ 3,180,580                  | \$ 3,080,800                    | \$ (99,780)            |                       |
| IMRF                              | 141,968                       | 210,000                         | 68,032                 |                       |
| Audit                             | 6,227                         | 5,700                           | (527)                  |                       |
| Tort/Liab                         | 8,717                         | 17,000                          | 8,283                  |                       |
| Social Security                   | <u>132,005</u>                | <u>118,000</u>                  | <u>(14,005)</u>        |                       |
| Operating Total                   | \$ 3,469,497                  | \$ 3,431,500                    | \$ (37,997)            | -1.1%                 |
| Bond Payments                     | -                             | -                               | -                      | 0.0%                  |
| Total                             | 3,469,497                     | 3,431,500                       | (37,997)               | -1.1%                 |
| <b>TOTAL, VILLAGE AND LIBRARY</b> |                               |                                 |                        |                       |
| Operating <sup>1</sup>            | \$ 3,469,497                  | \$ 3,431,500                    | \$ (37,997)            | -1.1%                 |
| Bond Payments                     | -                             | -                               | -                      | 0.0%                  |
| Total                             | <u>\$ 3,469,497</u>           | <u>\$ 3,431,500</u>             | <u>\$ (37,997)</u>     | <u>-1.1%</u>          |

<sup>1</sup> Total operating increase is subject to required public hearing under the Truth in Taxation Act if percentage increase, excluding debt, is greater than 5.0% of taxes extended in 2011.

**Ordinance No. \_\_\_\_\_**

**An Ordinance for the Levy and Assessment of Taxes in the Amount of \$3,431,500  
for the Fiscal Year Beginning May 1, 2012 and Ending, April 30, 2013,  
of the Village of Carol Stream, DuPage County, Illinois**

**Whereas**, the Mayor and Board of Trustees of the Village of Carol Stream, County of DuPage and the State of Illinois did on the 2<sup>nd</sup> day of April, 2012, pass the Annual Budget for the Village of Carol Stream for the fiscal year beginning May 1, 2012 and ending April 30, 2013, the amount of which is ascertained to be the aggregate of \$39,587,367, which said Budget was duly considered and heard by public hearing on the 2<sup>nd</sup> day of April, 2012, in accordance with the provisions of Chapter 65, 5/8-2-9.9, Illinois Compiled Statutes; and

**Whereas**, the Board of Library Trustees of the Carol Stream Public Library on March 17, 2012 passed Resolution #253 adopting a working and appropriation budget and request for tax levy, and

**Whereas**, the Board of Trustees of the Village of Carol Stream at an open meeting held on October 15, 2012, adopted Resolution No. 2615 to record the determination of the amounts of money estimated to be necessary to be raised by the property tax for the fiscal year beginning May 1, 2012 and ending April 30, 2013, upon the taxable property in the Village of Carol Stream, such amount determined to be \$3,431,500 (\$0 Village, \$3,431,500 Library), which is decreased from the amount of property taxes extended upon the levy of the preceding year, exclusive of debt service levies and levies for required election costs, by \$37,997 or 1.1%,

**Now, therefore be it ordained by the Mayor and Board of Trustees of the Village of Carol Stream, DuPage County, Illinois, in the exercise of its home rule powers, as follows:**



**Section 1:** That the following sums, or so much thereof as may be authorized by law, be and the same are hereby levied for general corporate purposes for the Village of Carol Stream for the objects hereinafter specified for the municipal fiscal year beginning May 1, 2012 and ending April 30, 2013 and that the sums of money hereinafter set forth are deemed necessary expenses and liabilities for said period for the purposes following:

|                                       | <u>AMOUNT<br/>BUDGETED</u>  | <u>TO BE RAISED<br/>FROM TAX LEVY</u> |
|---------------------------------------|-----------------------------|---------------------------------------|
| <b><u>VILLAGE OF CAROL STREAM</u></b> |                             |                                       |
| General Corporate Purpose             | \$ 20,785,000               | \$ 0                                  |
| <b>TOTAL VILLAGE LEVY</b>             | <b><u>\$ 20,785,000</u></b> | <b><u>\$ 0</u></b>                    |

**Section 2:** That the following sums, or so much thereof as may be authorized by law, be and the same are hereby levied for Library purposes for the Village of Carol Stream Library for the objects hereinafter specified for the municipal fiscal year beginning May 1, 2012 and ending April 30, 2013 and that the sums of money hereinafter set forth are deemed necessary expenses and liabilities for said period for the purposes following:

|  | <u>AMOUNT<br/>BUDGETED</u> | <u>TO BE RAISED<br/>FROM TAX LEVY</u> |
|--|----------------------------|---------------------------------------|
| <b><u>CAROL STREAM PUBLIC LIBRARY FUND</u></b> |                            |                                       |
| <u>Salaries</u>                                |                            |                                       |
| Exempt Staff                                   | \$ 1,038,184               | \$ 1,038,184                          |
| Non-exempt Staff                               | 674,953                    | 674,953                               |
| Custodial Salaries                             | 71,360                     | 71,360                                |
| Benefits                                       | 362,915                    | 362,915                               |
| Subtotal                                       | <u>2,147,412</u>           | <u>2,147,412</u>                      |
| <u>Plant Maintenance</u>                       |                            |                                       |
| Supplies                                       | 12,600                     | 12,600                                |
| Maintenance & Repair                           | 16,400                     | 16,400                                |
| Maintenance Contracts                          | 46,000                     | 46,000                                |
| Landscape Maintenance                          | 24,200                     | 24,200                                |
| Furniture/Equipment                            | 5,185                      | 5,185                                 |
| Electric                                       | 43,890                     | 43,890                                |
| Water/Sewer                                    | 3,100                      | 3,100                                 |
| Insurance (Property)                           | 6,750                      | 6,750                                 |
| Subtotal                                       | <u>158,125</u>             | <u>158,125</u>                        |
| <u>Business Expense</u>                        |                            |                                       |
| Postage  | 7,111                      | 7,111                                 |
| Office Equipment/Supplies                      | 6,585                      | 6,585                                 |
| Printer Supplies                               | 12,100                     | 12,100                                |
| Equipment Leasing                              | 12,200                     | 12,200                                |
| Mileage Reimbursement                          | 2,783                      | 2,783                                 |
| Legal Notices                                  | 650                        | 650                                   |
| Help Wanted Ads                                | 300                        | 300                                   |
| Business Phone                                 | 7,700                      | 7,700                                 |
| Accounting Service                             | 13,300                     | 13,300                                |
| Material Recovery Fee                          | 2,730                      | 2,730                                 |
| Payroll Service                                | 5,413                      | 5,413                                 |
| Attorney Fees                                  | 6,000                      | 6,000                                 |
| Other Expenditures                             | 4,025                      | 4,025                                 |
| Recycling                                      | 400                        | 400                                   |
| Bank Fees                                      | 550                        | 550                                   |
| Security Service                               | 41,900                     | 41,900                                |
| Subtotal                                       | <u>123,747</u>             | <u>123,747</u>                        |

|                                 | <u>AMOUNT<br/>BUDGETED</u> | <u>TO BE RAISED<br/>FROM TAX LEVY</u> |
|---------------------------------|----------------------------|---------------------------------------|
| <u>Support Services</u>         |                            |                                       |
| Automation Hardware             | 23,500                     | 23,500                                |
| Automation Lease Fees           | 3,600                      | 3,600                                 |
| Computer Software               | 10,000                     | 10,000                                |
| System Maintenance              | 40,700                     | 40,700                                |
| Technical Supplies              | 12,797                     | 12,797                                |
| Circulation Supplies            | 11,875                     | 11,875                                |
| Rebinding                       | 1,500                      | 1,500                                 |
| Bibliographic Service           | 6,436                      | 6,436                                 |
| Recip. Borrowing Expenses       | 1,100                      | 1,100                                 |
| MAGIC Consortium                | 97,356                     | 97,356                                |
| Subtotal                        | <u>208,864</u>             | <u>208,864</u>                        |
| <u>Public Services</u>          |                            |                                       |
| Youth Services Programs         | 8,350                      | 8,350                                 |
| Summer Reading - Youth          | 7,100                      | 7,100                                 |
| Adult Programming               | 5,500                      | 5,500                                 |
| Library Handouts                | 8,400                      | 8,400                                 |
| Library Newsletter              | 37,120                     | 37,120                                |
| Library Promotion               | 15,250                     | 15,250                                |
| Reference Services Expense      | 1,335                      | 1,335                                 |
| Subtotal                        | <u>83,055</u>              | <u>83,055</u>                         |
| <u>Collection Development</u>   |                            |                                       |
| Youth Services Books            | 55,000                     | 55,000                                |
| Youth Service Graphic Novels    | 3,500                      | 3,500                                 |
| Youth Services Paperbacks       | 4,000                      | 4,000                                 |
| Youth Services Reference        | 27,000                     | 27,000                                |
| Youth Services Magazines        | 1,700                      | 1,700                                 |
| Youth Services Realia           | 600                        | 600                                   |
| Youth Services Recordings       | 650                        | 650                                   |
| Youth Services Kits             | 1,000                      | 1,000                                 |
| Youth Services Audio Books      | 4,000                      | 4,000                                 |
| Youth Services Videos           | 7,000                      | 7,000                                 |
| Youth Services Electronic Media | 1,200                      | 1,200                                 |
| Parent Collection/Books         | 4,500                      | 4,500                                 |

|  | <u>AMOUNT<br/>BUDGETED</u> | <u>TO BE RAISED<br/>FROM TAX LEVY</u> |
|--|----------------------------|---------------------------------------|
| Adult Books                              | 90,000                     | 90,000                                |
| Adult Paperbacks                         | 2,500                      | 2,500                                 |
| World Languages                          | 5,000                      | 5,000                                 |
| Large Print Books                        | 12,000                     | 12,000                                |
| Adult Reference                          | 196,750                    | 139,947                               |
| Adult Magazines                          | 13,000                     | -                                     |
| Newspapers                               | 3,800                      | -                                     |
| Adult Compact Discs                      | 5,800                      | -                                     |
| Adult Audio Books                        | 27,000                     | -                                     |
| Adult Video recordings                   | 30,000                     | -                                     |
| Adult Electronic Media                   | 1,000                      | -                                     |
| Professional Collections                 | 10,550                     | -                                     |
| Digital Media                            | 15,000                     | -                                     |
| Grant / Award Expense                    | 40,000                     | -                                     |
| Subtotal                                 | <u>562,550</u>             | <u>359,597</u>                        |
| <b>Total General Corporate Fund Levy</b> | <b><u>\$ 3,283,753</u></b> | <b><u>\$ 3,080,800</u></b>            |

Capital Maintenance & Repair Expenditures

|  |                          |                    |
|--|--------------------------|--------------------|
| Major Repairs                            | 100,000                  | -                  |
| Special Projects                         | 50,000                   | -                  |
| Kuhn Road Property                       | 10,680                   | -                  |
| Other Capital Expenditures               | 32,000                   | -                  |
| <b>Total Capital Maint. &amp; Repair</b> | <b><u>\$ 192,680</u></b> | <b><u>\$ -</u></b> |

FICA Fund

|                        |                          |                          |
|------------------------|--------------------------|--------------------------|
|                        | <u>136,514</u>           | <u>118,000</u>           |
| <b>Total FICA Levy</b> | <b><u>\$ 136,514</u></b> | <b><u>\$ 118,000</u></b> |

IMRF Fund

|                        |                          |                          |
|------------------------|--------------------------|--------------------------|
|                        | <u>229,966</u>           | <u>210,000</u>           |
| <b>Total IMRF Levy</b> | <b><u>\$ 229,966</u></b> | <b><u>\$ 210,000</u></b> |

|                                      | AMOUNT<br>BUDGETED      | TO BE RAISED<br>FROM TAX LEVY |
|--------------------------------------|-------------------------|-------------------------------|
| <u>Tort Immunity Insurance</u>       |                         |                               |
| Liability Insurance                  | 16,663                  | 14,000                        |
| Risk Mgmt Expense                    | 7,319                   | -                             |
| Unemployment Comp                    | 4,950                   | 3,000                         |
| <b>Total Tort Immunity Insurance</b> | <b>\$ 28,932</b>        | <b>\$ 17,000</b>              |
| <br><u>Audit Fund</u>                | <br>5,750               | <br>5,700                     |
| <b>Total Audit Levy</b>              | <b>\$ 5,750</b>         | <b>\$ 5,700</b>               |
| <br>TOTAL LIBRARY LEVIES:            | <br><b>\$ 3,877,595</b> | <br><b>\$ 3,431,500</b>       |

**LIBRARY LEVY RECAP:**

Taxes to be levied for Public Library as aforesaid, which shall be proceeds of a levy of a tax for Public Library as provided by Statute:

\$3,080,800

Of the foregoing Annual Tax Levy, the amount to be levied for participation in the Federal **Social Security** Insurance Program as provided by Illinois Statutes, Chapter 40, Section 5/21-110 et seq., and,

\$118,000

for participation in the **Illinois Municipal Retirement Fund** as provided by Illinois Statutes, Chapter 40, Section 5/22-403 et seq., in addition to all other taxes is the sum of:

\$210,000

Of the foregoing Annual Tax Levy, the amount to be levied for **Tort Immunity Insurance**, as provided in Illinois Statutes, Chapter 745, Section 10/9-107 et seq., in addition to all other taxes is the sum of:

\$17,000

Of the foregoing Annual Tax Levy, the amount to be levied for the annual **audit** as provided in Illinois Statutes, Chapter 50, Section 310/9, et seq., in addition to all other taxes is the sum of:

\$5,700

**TOTAL LEVY FOR ALL LIBRARY FUNDS** **\$3,431,500**

**Section 3:** That the amounts budgeted and not expressly itemized and carried forward in this Tax Levy Ordinance will be paid out of monies from sources other than the tax levy.

**Section 4:** That the total amount of \$3,431,500 ascertained as aforesaid, be hereby levied and assessed on all property subject to taxation within the Village of Carol Stream according to the value of said property as the same is assessed and equalized for state and county purposes for the current year.

**Section 5:** That it is hereby certified to the County Clerk of DuPage County, Illinois, the total amount of \$3,431,500 which the Village of Carol Stream requires to be raised by taxation for the current fiscal year of the Village, and the Village Clerk of the Village is hereby ordered and directed to file with the County Clerk of said county on or before the time required by law a certified copy of this ordinance.

**Section 6:** That it is hereby certified to the County Clerk of DuPage County, Illinois, that the Mayor and Board of Trustees, acting as the corporate authorities of the Village of Carol Stream, DuPage County, Illinois, have complied and conformed with all the requirements of the Truth in Taxation Act, (Illinois Compiled Statues, Chapter 35, Sections 200/18-55 et seq.), where required, and the Mayor of said Village is hereby directed to file with the County Clerk of said county, together with the certified copy of this ordinance as provided hereinabove, a certification that said Village complied with all requirements of the Truth in Taxation Act, if required by law or by the said County Clerk.

**Section 7:** That the Village Board of the Village of Carol Stream, Illinois, hereby requests that the County Clerk of DuPage County, Illinois, compute and extend the 2012 property tax for the Village of Carol Stream and the Carol Stream Public Library as if the Village were a non-home rule community.

**Section 8:** This ordinance shall take effect and be in full force and effect from and after its passage and approval, as provided by law.

**Passed** by the Mayor and Board of Trustees of the Village of Carol Stream, Illinois, this 19th day of November, 2012.

**Ayes:**

**Nays:**

**Absent:**

**Approved** by the Mayor of the Village of Carol Stream, Illinois, this 19<sup>th</sup> day of November, 2012.

---

Frank Saverino, Sr., Mayor  
Village of Carol Stream, Illinois

**Attest:**

---

Beth Melody  
Village Clerk of the  
Village of Carol Stream, Illinois

(Published in pamphlet form and posted on the \_\_\_\_\_ day \_\_\_\_\_ of 2012.)

STATE OF ILLINOIS)

COUNTY OF DU PAGE)

I, Frank Saverino Sr., do hereby certify that I am the duly qualified and acting Mayor of the Village of Carol Stream, DuPage County, Illinois.

I do further certify that the Village of Carol Stream, DuPage County, Illinois, has complied and conformed with the requirements of the Truth in Taxation Act as applicable, (Illinois Compiled Statutes, Chapter 35, Sections 200/18-55 et seq.), in connection with its 2012 Tax Levy Ordinance (Ordinance No. \_\_\_\_\_).

IN WITNESS WHEREOF, I hereunto affix my official signature at Carol Stream, Illinois, this 19th day of November, 2012.

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

(SEAL)



CERTIFICATION

I, Beth Melody, duly elected Village Clerk of the Village of Carol Stream, Illinois, do hereby certify that the attached is the true original copy of Ordinance No. \_\_\_\_\_, passed by the Board of Trustees of the Village of Carol Stream, Illinois, at the \_\_\_\_\_ Meeting of said Board held on the 19<sup>th</sup> day of November, 2012, and that the same was signed and approved by the Mayor of said Village on the 19<sup>th</sup> day of November, 2012.

I do further certify that the original is entrusted to me as Village Clerk of said Village for safekeeping and that I am the lawful custodian and keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Carol Stream, Illinois, this \_\_\_\_\_ day of

\_\_\_\_\_.

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

CORPORATE SEAL

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

**AN ORDINANCE AMENDING CHAPTER 8, ARTICLE 5 OF THE  
CAROL STREAM TRAFFIC CODE - TRAFFIC SCHEDULES**

BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE  
VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, IN THE EXERCISE OF  
ITS HOME RULE POWERS, that Chapter 8 Article 5, of the Traffic Code as amended,  
be amended as follows:

SECTION 1: That Chapter 8, Article 5, Schedule VI (Weight Limits) of the Traffic  
Code to amended to add the following:

- (C) A weight limit of 18 tons (36,000 lbs) shall be placed on the Illini Bridge  
over Klein Creek”.

SECTION 2: That this Ordinance shall be in full force and effect from and after  
its passage, approval and publication in pamphlet form as provided by law, and the  
posting of the required signs in keeping with this Ordinance.

PASSED AND APPROVED THIS 19<sup>th</sup> DAY OF NOVEMBER, 2012.

AYES:

NAYS:

ABSENT:

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

ATTEST:

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

# *Village of Carol Stream*

## Interdepartmental Memo

TO: Joseph Breinig, Village Manager  
FROM: William N. Cleveland, Assistant Village Engineer *RB*  
DATE: November 13, 2012  
RE: Illini Bridge Weight Limit

During a routine bridge inspection conducted last year it was noted that some of the deck beams were cracked and deteriorated with exposed reinforcement. This is similar to damage exhibited by the Thunderbird Trail bridge deck prior to its replacement in 2010. Fortunately, when Illini Drive was reconstructed in 1993, we built a reinforced concrete slab over the old deck beams to help distribute the load on the existing structure.

The Illinois Department of Transportation (IDOT) inspected the bridge this year and rated the structure with an 18 ton weight limit. IDOT has requested that the bridge be posted as soon as possible, and Public Works will be posting signs this week. IDOT has also requested that the bridge be inspected on a six month schedule, or risk a further weight restriction or closure of the bridge.

In order to enforce the weight limit, the Carol Stream Traffic Code (Chapter 8) needs to be amended as follows;

Article 5. Traffic Schedules, Schedule VI. Weight Limits.

Add the following:

“(C) A weight limit of 18 tons (36,000 lbs) shall be placed on the Illini Bridge over Klein Creek.”

The Village has contracted with a local engineering firm to conduct the Special Feature Inspections required by IDOT on a six month basis. We have also budgeted the replacement design for next year and construction for the following year. Grant funding for the replacement of this structure is limited because the bridge is below the 100 year high water level, and would need to be elevated nearly three feet to meet current requirements.

Engineering staff therefore recommends establishing a weight limit of 18 tons on the Illini Bridge and that the structure be inspected every six months until it can be replaced.

Cc: James Knudsen, Director of Engineering Services  
Phil Modaff, Director of Public Works  
Kevin Orr, Chief of Police  
Jon Batek, Finance Director



# Illinois Department of Transportation

Division of Highways / Bureau of Bridges and Structures  
2300 South Dirksen Parkway, Springfield, Illinois 62764



October 30, 2012

Bridge Rating  
DuPage County – Village of Carol Stream

SN 022-6201

Illini Drive over Klein Creek

Mr. James Knudsen  
Village Engineer  
Village of Carol Stream  
500 N. Gary Avenue  
Carol Stream, Illinois 60188

Dear Mr. Knudsen:

In accordance with Section 15-317 of the Illinois Vehicle Code and our bridge rating initiative as described in Bureau of Local Roads Manual Section 6-4.01, we have completed the rating of the subject structure. The inspection was performed by Mr. Jeff Wood of this office. The results are:

| <u>STRUCTURE NUMBER</u> | <u>GOVERNING MEMBERS</u> | <u>INVENTORY RATING</u> | <u>OPERATING RATING</u> | <u>REQUIRED POSTING</u>        |
|-------------------------|--------------------------|-------------------------|-------------------------|--------------------------------|
| 022-6201                | RC Slab                  | HS 6.5                  | HS 10.9                 | WEIGHT LIMIT<br><b>18 TONS</b> |

The governing members should be given special attention during all future inspections, as they are the weakest structural elements.

This structure has extensive spalling and cracking of the concrete hollow core slab under the reinforced concrete slab. Until the structure is replaced, a **Special Feature Inspection** must be performed at **6-month intervals** to monitor the condition of the entire superstructure. Any additional distress of the superstructure from its current condition should be reported to our office for evaluation.

**Special Feature Inspections:** Included is a Special Feature Inspection (SFI) Report form (BBS SFI-1) for this structure. After each SFI has been completed, please fill in the appropriate information and submit to the IDOT District Office in Schaumburg so they can update the Illinois Structure Information System (ISIS). Failure to perform any Special Feature Inspection may result in a reduced posting or closure of the bridge.

Mr. James Knudsen  
Page 2  
October 30, 2012

Please notify the appropriate school district and emergency service agencies of all required load restrictions so they may alter any bus service or emergency access procedures affected by the required bridge posting. Only buses or emergency vehicles with a gross weight equal to or less than the required posting level may safely utilize a structure at any time.

The postings must be done as soon as possible to ensure the safety of the traveling public, and must be done in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways. The 2009 Illinois Supplement to the National MUTCD provides further guidance in Chapter 2B.59 on weight limit signs and is available on the IDOT website - [www.dot.state.il.us/mutcd/utcdmanual.html](http://www.dot.state.il.us/mutcd/utcdmanual.html).

When the postings have been completed, please update the official Routine Inspection Report (IDOT Form BBS-BIR) in your files, with condition ratings and actual postings revised to reflect the current field status. In addition, submit a copy of the UPDATED BBS-BIR TO THE IDOT DISTRICT OFFICE in Schaumburg in writing within 30 days of the receipt of this letter. They will then enter the actual field postings in the ISIS and verify the accuracy of the bridge status codes. We have entered the Inventory and Operating Ratings and the required postings in the ISIS.

The rating notes and photographs are attached for your files. Any inquiries regarding this rating may be directed to Mr. Jeff Burke of the Local Bridge Unit at 217/785-8668.

Sincerely,

D. Carl Puzey  
Acting Engineer of Bridges and Structures



By: Timothy A. Armbrecht  
Acting Engineer of Structural Services

JCW/kkt0226201-20121030

cc: John A. Fortmann, District 1 / Attn: Christopher J. Holt  
Pavia – Marting & Co. / Attn: Dale Marting (NBIS PM)

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

---

**DATE:** November 13, 2012

**TO:** Mayor Saverino Sr. & Village Board of Trustees  
Joseph E. Breinig, Village Manager

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

**RE:** **Electric Aggregation Plan of Governance & Master Power Supply Agreement**

The Village hosted a public hearing on October 15<sup>th</sup> and November 5<sup>th</sup> at which time a presentation was made on the Village's Electric Aggregation Plan, and more specifically on key elements of the proposed Electric Aggregation Plan of Operations and Governance (POG). The proposed POG was linked on the Village's aggregation web portal, linked in several editions of the e-Stream electronic newsletter and available for personal inspection and review from the Village Clerk's Office. During the public hearings, none of the attendees objected to any section or provision of the proposed POG and therefore, it is incumbent of the Village to adopt the attached POG as required by the Illinois Power Agency Act (20 ILCS 3855/1-92) for a community to aggregate municipal electric loads.

In addition, attached you will find a template for a 'Master Power Supply Agreement' that is to be considered by the Village Board subsequent to the approval of the POG. The Master Power Supply Agreement details the responsibilities of the Village as the program sponsor, the Electric Supplier as the chosen provider of retail electric power services and includes other sections that are standard as part of this agreement. Because the power supply bid will occur on the morning of Monday, November 19<sup>th</sup>, Exhibit B (Bid Response) of the agreement will be presented the evening of the meeting by a representative of NIMEC, the Village's aggregation program consultant along with their recommendation for an electric supply agreement with a licensed supplier whose power supply bid is judged favorable and in the best financial interest of the community and its aggregation pool. Exhibits C (Supply Price), E (Implementation Schedule) and F (Supplier Terms and Conditions) of the Master Power Supply Agreement will result from official action taken by the Village Board upon their approval of a power supply bid.

Please include these agreements and related ordinance on the November 19<sup>th</sup> meeting agenda for the Village Board's consideration.

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

**ORDINANCE ADOPTING AN ELECTRIC AGGREGATION  
PLAN OF OPERATION AND GOVERNANCE  
AND AUTHORIZING AGGREGATION OF ELECTRICAL LOAD**

**WHEREAS**, the Village of Carol Stream, DuPage County, Illinois, (the “Village”) is a municipality organized pursuant to the Illinois Constitution; and

**WHEREAS**, Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92, entitled “Aggregation of Electrical Load by Municipalities and Counties” (the “Act”), authorizes the Village to operate a plan of aggregation for electric loads of residential and small commercial users; and

**WHEREAS**, as allowed under the Act, the Village submitted the question of whether the aggregation program should be operated as an opt-out program in a referendum on November 6, 2012, and a majority of the electors voting on the question voted in the affirmative; and

**WHEREAS**, the Corporate Authorities hereby find that it is in the best interest of the Village to operate an electric supply aggregation program under the Act as an opt-out program and to implement the program according to the terms of the Act; and

**WHEREAS**, the Act requires that prior to the implementation of an opt-out electrical aggregation program by the Village, the Village must adopt an electrical power aggregation plan of operation and governance and hold not less than two (2) public hearings; and

**WHEREAS**, the Village held the required public hearings on October 15, 2012 and November 5, 2012, after providing the public notice required in the Act; and

**WHEREAS**, the Corporate Authorities of the Village of Carol Stream have determined it to be in the best interest of the Village to adopt the electrical power aggregation plan of operation and governance attached hereto as EXHIBIT A (the “Plan”).

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Carol Stream, DuPage County, Illinois, as follows:

**Section One:** The Corporate Authorities of the Village find that the recitals set forth above are true and correct and incorporated herein.

**Section Two:**

A. The Village shall aggregate, in accordance with the terms of the Act and the Plan, residential and small commercial retail electrical loads located within the corporate limits of the Village (the “Aggregation Program”), and for that purpose may solicit bids and enter into service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment.

B. The Village may exercise such authority set forth in Section 2.A. above jointly, with another municipality or county, and, in combination with two or more municipalities or counties, may initiate a process jointly to authorize aggregation by a majority vote of each particular municipality or county as required by the Act.

C. The Aggregation Program for the Village shall operate as an opt-out program for residential and small commercial retail customers.

D. The Village shall, in accordance with the Act, inform residential and small commercial retail customers in advance that they have the right to opt-out of the Aggregation Program.



E. The electric aggregation shall occur automatically for each person owning, occupying, controlling, or using an electrical load center proposed to be aggregated in the corporate limits of the Village, subject to a right to opt-out of the program as described under this Ordinance and the Act.

F. The Corporate Authorities hereby grant the Village Manager or his designee in writing the specific authority to execute a contract for the Aggregation Program without further action by the Corporate Authorities.

**Section Three:** The Corporate Authorities hereby adopt the Plan attached hereto as EXHIBIT A.

**Section Four:** All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

**Section Five:** Each section, paragraph, clause and provision of this Ordinance is separable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

**Section Six:** Except as to any Code amendments set forth above in this Ordinance, all Chapters and Sections of the Carol Stream Municipal Code, as amended, shall remain in full force and effect.

**ADOPTED** this 19<sup>th</sup> day of November, 2012, pursuant to a roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED** this 19<sup>th</sup> day of November, 2012.

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

ATTEST:

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

# *Village of Carol Stream*



*Carol Stream*

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## **ELECTRIC POWER AGGREGATION PLAN OF OPERATION AND GOVERNANCE**

**NOVEMBER 19, 2012**

**VILLAGE of CAROL STREAM**  
**Electric Power Aggregation**  
**Plan of Operation and Governance**

**I. INTRODUCTION**

Public Act 96-1076 amended the Illinois Power Agreement Act by adding Section 1-92 to Chapter 20, Act 3855 of the Illinois Compiled Statutes ("the Act") and allowed the Corporate Authorities of a municipality to adopt an ordinance in accordance with the Act to aggregate electrical loads for residential and small commercial retail customers within the corporate limits of the Village on an opt-out or opt-in program. The Act further authorized a municipality to select suppliers of retail electric supply, solicit bids and enter into service agreements to facilitate the sale and purchase of electricity and related services. The legislation authorized the Illinois Power Agency ("IPA") to assist a municipality in developing a plan of operation and governance.

Large industrial and commercial consumers with sophisticated electric operations use their size and expertise to obtain lower electric power rates. Individual residential and small commercial retail consumers are typically unable to obtain significant price reductions since they lack the same bargaining power, expertise and the economies of scale enjoyed by larger consumers. Aggregation, the combining of multiple electric loads, provides the benefits of retail electric competition for consumers with lower electric usage.

Municipal aggregation, the combining of multiple retail electric loads of customers by a municipality, provides the means through which municipal residential and small commercial retail customers may obtain economic benefits of Illinois' competitive retail electric market. The Village of Carol Stream Aggregation Program combines the electric loads of residential and small commercial retail customers to form a buying group ("Aggregation Group"). The Village of Carol Stream ("Village") will act as purchasing agent for the Aggregation Group. Therefore, the Village of Carol Stream will be a Municipal or Governmental Aggregator, as described by Illinois law and the rules established by authorized agencies, and shall act on behalf of its residents in the Village to obtain the best Aggregation Program for the Members of the Aggregation Group.

**II. PROCESS**

On November 6, 2012, in accordance with the requirements of the Act, Carol Stream voters approved a referendum to operate an Aggregation Program as an "opt-out" program. Under an opt-out program, all ComEd residential and small commercial retail customers in the Village are automatically included as participants in the Program unless they opt-out of the Program by providing written notice of their intention not to participate as a part of the Aggregation Group. As required by State law, the Corporate Authorities of the Village duly passed an Ordinance which authorized submitting to the Village's electorate the determination whether or not the Aggregation Program shall operate as an opt-out program. Following approval of the referendum by the electorate, the Village will pass a Resolution on November 19, 2012 authorizing the Village to aggregate electric loads for residential and small commercial retail customers in the Village and implement an opt-out program.

In addition to passing the required resolution by the Corporate Authorities, the Village may also be required to comply with various rules and regulations established by authorized agencies

of the State of Illinois. The Village will promptly file any application and comply with any applicable rules and regulations that may be required by Illinois law for certification as a Municipal Aggregator and to operate the Aggregation Program under the Act. As required by the Act, the Corporate Authorities developed and approved this Aggregation Plan of Operation and Governance ("Plan"). Before adopting this Plan and as required by the Act, the Corporate Authorities duly published a notice in the *Carol Stream Examiner*, a newspaper of general circulation in the Village, of public hearings to be held on Monday, October 15, 2012 and Monday, November 5<sup>th</sup> at 6:30 o'clock P.M. The public hearings were held by the Corporate Authorities at the Carol Stream Municipal Center and provided the residents of the Village a meaningful opportunity to be heard regarding the Aggregation Program and this Plan. The Corporate Authorities considered the concerns of the residents and information disclosed at the hearings in the development of this Plan. The opt-out notice for the Aggregation Program shall be provided in advance to all eligible electric customers in the Village upon approval of this Plan according to the opt-out disclosure program developed by the Village. The opt-out notice and disclosures shall comply with the Act and all applicable rules and regulations of any authorized agency in the State of Illinois and shall fully inform such customers in advance that they have the right to opt-out of the Aggregation Program. The opt-out notice shall disclose all required information including but not limited to the rates, terms and conditions of the Program and the specific method to opt-out of the Program.

The Village may select a Retail Electric Supplier ("RES" or "Provider") to provide the electric power for the Village of Carol Stream Aggregation Program according to the terms of a written service agreement entered into by and between the Provider and the Village. By majority vote of the Corporate Authorities, the Village may determine not to enter into a service agreement with any Provider and in such event the Aggregation Group shall continue to purchase electric power through Commonwealth Edison. If the Corporate Authorities enter into a service agreement with a Provider, Commonwealth Edison will continue to provide and service delivery of the electricity purchased from the Provider, and metering, repairs and emergency service will continue to be provided by Commonwealth Edison. The Corporate Authorities have determined that each participant in the Aggregation Group shall receive a single monthly bill from Commonwealth Edison under applicable tariffs.

### III. DEFINITIONS

In order to clarify certain terminology, the following terms as used in this Plan shall have the meanings set forth below:

**"Aggregation Group"** shall mean all the residential and small commercial retail customers of ComEd in the corporate limits of the Village that have not opted out of the Program and are permitted under the terms of the Act to participate in the Program.

**"Aggregation Program"** or "Program" means the program developed and implemented by the Village of Carol Stream, as a Municipal Aggregator under the Act, to provide ComEd residential and small commercial retail customers in the Village with retail electric generation services.

**"Municipal Aggregator"** means the Village operating an Aggregation Program under the legislative authority granted the Village to act as an aggregator to provide a competitive retail electric service to residential and small commercial retail customers of ComEd in the Village. Pursuant to the Act, an Aggregator is not a public utility or an alternative retail electric supplier.

**"Member"** means a person or legal entity enrolled in the Village of Carol Stream Municipal Aggregation Program for competitive retail electric services and a member of the Aggregation Group.

**"Retail Electric Supplier" "RES," or "Provider"** means an entity certified by all required authorities of the State of Illinois to provide competitive retail electric supply service(s), and which is duly selected by the Village to be the entity responsible to provide the required retail electrical supply service related to an Aggregation Program as defined in the Act, Village Ordinances and applicable rules and regulations of any authorized agency of the State of Illinois and has duly executed a Power Supply Agreement with the Village.

#### **IV. OPERATIONAL PLAN:**

##### **A. Aggregation Services**

1. **Provider:** The Village will use a competent entity as a Provider to perform and manage aggregation services for Members of the Aggregation Program. The Provider shall provide adequate, accurate, and understandable pricing, terms and conditions of service, including but not limited to no switching fees and the conditions under which a Member may opt-out without penalty. The Provider must provide the Village, upon request, an electronic file containing the Members usage, charges for retail supply service and other information reasonably requested by the Village.

2. **Database:** The Retail Electric Supplier shall create and maintain a secure database of all Members. The database will include the name, address, Commonwealth Edison account number, and Retail Electric Suppliers' account number of each active Member, and other pertinent information such as rate code, rider code (if applicable), most recent 12 months of usage and demand, and meter reading cycle. The database will be updated at least quarterly. Accordingly, the Provider will develop and implement a program to accommodate Members who (i) leave the Aggregation Group due to relocation, opting out, etc. (ii) decide to join the Aggregation Group; (iii) relocate anywhere within the corporate limits of the Village, or (iv) move into the Village and elect to join the Aggregation Group. This database shall also be capable of removing a Member from the Aggregation Group who has duly opted out of the Program. The Provider will use this database to perform audits for clerical and mathematical accuracy of Member electric supply bills. The Provider will make the database available to the Village at any time the Village requests it.

3. **Member Education:** The Provider shall develop and implement, with the assistance of the Village, as the Village may determine in its sole discretion, an educational program that generally explains the Aggregation Program to all residential and small commercial retail customers in the Village and the Aggregation Group, provides updates and disclosures mandated by Illinois law and applicable rules and regulations, and implements a process to allow any Member the opportunity to opt out of the Aggregation Program according to the terms of the Power Supply Agreement. See Appendix A for further details.

4. **Customer Service:** Provider shall hire and maintain an adequate customer service staff and develop and administer a written customer service process that will accommodate Member inquiries and complaints about billing and answer questions regarding the Aggregation Program in general. This process will include a description of how telephone inquiries will be handled, either internally or externally, how invoices will be prepared, how Members may remit remittance payment, and how collection of delinquent accounts will be addressed. The Provider and the

Village will enter into a separate customer service plan agreement or the terms shall be included in the Power Supply Agreement.

5. **Billing:** Commonwealth Edison will provide a monthly billing statement to each Member which shall include the charges of the Provider, and the Provider will not charge any additional administrative fee.

6. **Compliance Process:** The Provider shall develop internal controls and processes to ensure that the Village remains in good standing as a Municipal Aggregator and ensure that the Village and the Program complies with the Act and all applicable laws, rules and regulations, as they may be amended from time to time. It will be the Provider's responsibility to timely deliver reports at the request of the Village that will include (i) the number of Members participating in the Program; (ii) a savings estimate or increase from the previous year's baseline; (iii) such other information reasonably requested by the Village; (iv) comparison of the Members' charge for the supply of electricity from one designated period to another identified by the Village. The Provider shall also develop a process to monitor and shall promptly notify the Village in writing of any changes or amendments to the Act or any laws, rules or regulations applicable to the Aggregation Program.

7. **Notification to Commonwealth Edison:** The residential and small commercial retail customers of ComEd in the Village that do not opt-out of the Aggregation Program will be enrolled automatically in the Aggregation Program by a Provider. Members of the Aggregation Group will not be asked to take affirmative steps to be included in the Aggregation Group. To the extent that ComEd requires notification of participation; the Provider shall provide such notice to ComEd. The Provider will inform ComEd from time to time through electronic means any new members that it is enrolling into the Aggregation Group.

8. **Plan Requirements:** Pursuant to the Act, the Provider selected by the Village and the Village shall:

a. Provide for universal access to all applicable residential customers and equitable treatment of applicable residential customers;

b. Describe demand management and energy efficiency services to be provided to each class of customers;

c. Meet any requirements established by law concerning aggregated service offered pursuant to the Act.

9. **Solicitation of Bids:** Pursuant to the requirements of the Act, the process of soliciting bids for electricity and related services and awarding power supply agreements for the purchase of electricity and other related services by the Village, shall be conducted in the following manner:

a. The Corporate Authorities of the Village may solicit bids for electricity and other related services.

b. Notwithstanding Section 16-122 of the Public Utilities Act and Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, an electric utility that provides residential and small commercial retail electric service in the Village must, upon request of the Corporate Authorities of the Village, submit to the requesting party, in an electronic format, those names and

addresses of residential and small commercial retail electrical retail customers in the Village that are reflected in the electrical utilities records at the time of the request and such other information required by the Act or any applicable rule or regulation of an authorized Illinois agency.

c. The Village, upon receiving customer information from an electric utility shall be subject to the limitations on the disclosure of that information described in Section 16-122 of the Public Utilities Act and Section 2HH of the Consumer Fraud and Deceptive Practices Act, and an electric utility providing such information shall not be held liable for any claims arising out of the provision of information pursuant to this Section and the Act.

**B. Power Supply Agreement**

The Corporate Authorities of the Village and the Provider shall duly execute and enter into a Power Supply Agreement to serve the Aggregation Group.

**C. The Village of Carol Stream's Retail Electric Supplier**

The Village may, but is under no obligation to, require the Provider to satisfy each of the following requirements in the Power Supply Agreement:

- Have sufficient sources of power to provide retail firm power to the Aggregation Group.
- Maintain a license as a Federal Power Marketer with the Federal Energy Regulatory Commission.
- Maintain a certification from the State of Illinois as a certified retail electric supplier and any and all other licenses or certifications required by Illinois law.
- Register as a retail electric supplier with ComEd.
- Maintain a Service Agreement for Network Integration Transmission Service under Open Access Transmission Tariff.
- Maintain a Service Agreement under Illinois Market-based Rate Tariff.
- Maintain the necessary corporate structure to sell retail firm power to the ComEd residential and small commercial retail customers in the Village and the Aggregation Group.
- Maintain an Electronic Data Interchange computer network that is fully functional at all times and capable of handling the ComEd residential and small commercial retail electric customers in the Village and the Aggregation Group.
- Maintain the marketing ability to reach all ComEd residential and small commercial retail customers in the Village to educate them on the terms of the Aggregation Program and the Act.
- Maintain a call center capable of handling calls from Members of the Aggregation Group.
- Maintain a local or toll-free telephone number for customer service and complaints related to the Village's Aggregation Program.
- Agree in a binding written agreement between the Village and the Provider to hold the Village financially harmless and fully indemnifying the Village from any and all financial obligations arising from supplying power to the Aggregation Group.
- Satisfy the credit requirements of the State of Illinois and the Village.
- Have the binding authority (to the satisfaction of legal counsel for the Village) to execute the Power Supply Agreement with the Village and be fully bound by all of its terms and conditions.



- Assist the Village in filing all reports required by the Act and any applicable law, rule or regulation, as may be amended from time to time.
- Assist the Village in developing a Consumer Education Plan.
- Maintain an Aggregation Program website with information for Village residents about the Aggregation Program.

**D. Activation of Service**

After a notice is mailed to all residential and small commercial retail electric customers in the Village providing an opportunity to opt out of the Program within a specific period of time, all customers who do not opt out in writing will be automatically enrolled in the Program. Customer enrollment with the Provider will occur thereafter without further action by the customer on terms set forth in the Power Supply Agreement and according to the retail tariffs of Commonwealth Edison.

**E. Changes, Extension or Renewal of Service**

The Power Supply Agreement with the Provider will provide when service shall begin and end. If the Power Supply Agreement is extended or renewed, Members will be notified as to any change in rates or service conditions and other information required by law. The Power Supply Agreement shall describe the terms upon which a Member or non-member will be given an opportunity to opt into or out of the Program, and reasonable notice will be provided as required by the Act or any applicable law. Members who opt-out will also be notified of their right to select an alternate retail electric supplier and of their ability to return to ComEd provided supply service.

**F. Termination of Service**

In the event that any Power Supply Agreement is terminated for any reason prior to the end of the scheduled term, each Member of the Aggregation Group will receive prompt written notification of termination of the Program at least sixty (60) days prior to termination of service under the Agreement. If the Agreement is not extended or renewed, Members will be notified in a manner determined by the Village and any applicable law, prior to the end of any service. Members will also be notified of their right to select an alternate retail electric supplier and of their ability to return to ComEd provided supply service upon termination of the Agreement.

**G. Opt-In Procedures**

ComEd residential and small commercial retail customers will be automatically enrolled in the Aggregation Program after any opt-out period has expired, unless they timely call the Provider's 800 number and/or return in writing a form to be provided notifying the Provider that they do not want to participate in the Aggregation Program. The Provider may provide special notice directly to categories of ComEd customers as the Village may direct, and inform such customers of specific potential consequences of their change from existing service from ComEd to the Program, including but not limited to (i) space heating customers, (ii) Real Time (Hourly) pricing customers, (iii) customers using an electrical supplier other than ComEd or the Provider. ComEd residential and small commercial retail customers in the Village may request to join the Aggregation Group after the expiration of any enrollment period by contacting the Provider, who shall accept them into the Aggregation Program, subject to written policies mutually agreed upon between the Village and the Provider in the Power Supply Agreement. The agreed upon policy shall be consistent with

ComEd's supplier enrollment requirements. Members of the Aggregation Group who move from one location to another within the corporate limits of the Village shall continue as a Member of the Aggregation Group.

#### **H. Opt-out Procedures**

ComEd residential and small commercial retail customers in the Village may opt-out of the Aggregation Program at any time during the opt-out period. The Provider may or may not charge an early termination fee. Members of the Aggregation Group will be allowed to switch to a different electric supplier after the expiration of the opt-out period on the terms set forth in the Power Supply Agreement but at least shall be allowed to opt-out every three years. Requirements for notification of intent to opt-out of the Aggregation Group shall be set forth in the Power Supply Agreement. As required by the Act, it shall be the duty of the Village or the Provider if so provided in the Power Supply Agreement, to fully inform residential and small commercial retail customers in the Village in advance that they have the right to opt-out of the Aggregation Program. Such disclosure shall prominently state any charges to be made and shall include full disclosure of the cost to obtain service pursuant to Section 16-103 of the Public Utilities Act, how to access it, and the fact that it is available to them without penalty, if they are currently receiving services under that section. As further required by the Act, the IPA shall furnish, without charge, to any resident of the Village, a list of all supply options available to them in a format that allows comparison of prices and products.

#### **I. Bid Process**

The Village may elect to hold an individual bid or participate in a group bid. If the Village elects to participate in a group bid, the Village may use the northern Illinois Municipal Electric Collaborative Inc. ("NIMEC") to assist with the group bid. The Village will not delegate any signing or execution authority to NIMEC or other entity, but will make its own decision to accept or reject their individual bid resulting from the group bid. Suppliers will present individual bids to each community participating in the bid group. NIMEC will create an advisory group, representing and consisting of those communities participating in the bid, to determine the bid winner(s) on the day of the bid. NIMEC will then recommend that each Village accept the bid winner's individual bid for the Village. The Village will then decide to accept or reject their individual bid. Whether or not the Village accepts or rejects their individual bid will have no impact upon the individual bids of the other communities participating in the NIMEC bid process. The Village seeks bids including pricing for renewable energy. The service agreement between the Village and an ARES should provide options for the inclusion of additional renewable energy supply options via the purchase of Renewable Energy Certificates up to One Hundred Percent (100%) of the electricity to be supplied.

#### **V. LIABILITY**

THE VILLAGE SHALL NOT BE LIABLE TO THE PROVIDER, PROGRAM, OR PARTICIPANTS IN OR MEMBERS OF THE AGGREGATION GROUP, OR ANY OTHER PERSON OR ENTITY, FOR ANY CLAIMS, HOWEVER STYLED, ARISING OUT OF THE AGGREGATION PROGRAM OR THE PROVISION OF AGGREGATION SERVICES BY THE VILLAGE OR THE PROVIDER. PARTICIPANTS OR MEMBERS IN THE AGGREGATION GROUP SHALL ASSERT ANY SUCH CLAIMS SOLELY AGAINST THE PROVIDER PURSUANT TO THE POWER SUPPLY AGREEMENT, UNDER WHICH SUCH PARTICIPANTS ARE EXPRESS THIRD-PARTY BENEFICIARIES.

## **VII. INFORMATION AND COMPLAINT NUMBERS**

Copies of this Plan shall be available from the Village of Carol Stream free of charge. Members and residential and small commercial retail customers of ComEd may call the Village of Carol Stream at 630-871-6250 for a copy of the Plan or visit [www.carolstream.org](http://www.carolstream.org) to download a copy from the Municipal Electric Aggregation portal.

### **Appendix A -- Education Process**

The Provider shall develop the educational program in conjunction with the Village. Its purpose will be to explain the Aggregation Program to its members, provide updates and disclosures as mandated by State law and the rules and regulations of any applicable Illinois agency, and provide the opportunity for the Members to Opt-out of the Aggregation Program. The following are components of the education program:

1. Each residential and small commercial retail customer of ComEd within the corporate limits of the Village will receive notification by U.S. Mail stating: what the municipal Aggregation Program means, the procedure which must be followed to Opt-out of the Aggregation Program, the estimated price of electricity for Member of the Aggregation Program, and the deadline for returning the Opt-out form. See sample letter attached.
2. The Provider shall cooperate with the Village to provide opportunities for educating residential and small commercial retail CE customers in the Village about the Program and their rights under the applicable law and rules and regulations. In addition, the Provider and Village will cooperate to provide education about opportunities for energy efficiency measures to help Members reduce energy consumption.
3. The Provider will provide updates and disclosures to the Village and Members as mandated by State law and applicable rules and regulations as amended from time to time.

## MASTER POWER SUPPLY AGREEMENT

AGREEMENT BY AND BETWEEN THE VILLAGE OF CAROL STREAM AND

TO PROVIDE FULL-REQUIREMENTS ELECTRICITY SUPPLY AND RELATED SERVICES FOR AN ELECTRIC AGGREGATION PROGRAM

This Agreement ("Agreement"), is entered into as of this 19<sup>th</sup> day of November, 2012 ("Effective Date") between the VILLAGE OF CAROL STREAM, an Illinois municipal corporation ("Municipality") and \_\_\_\_\_ ("Supplier") (each a "Party" and collectively, the "Parties").

### RECITALS

A. The Municipality has established an Electricity Aggregation Program ("Program") pursuant to the Aggregation Ordinance and the Aggregation Statute, and will conduct the Program as an opt-out program pursuant to the Aggregation Ordinance and the Aggregation Statute.

B. In order to identify qualified suppliers of electricity for the Program, the Northern Illinois Municipal Electric Collaborative ("NIMEC") conducted a Request for Qualifications and Joint Power Supply Bid process.

C. The purpose of this Agreement is for the Supplier to provide the Services, as defined in Article 2 below to all Eligible Customers who choose not to opt out of the Program throughout the Term of this Agreement at the Price established in this Agreement.

D. The Supplier acknowledges and agrees that it has all certifications, authorizations, qualifications, and approvals necessary pursuant to the Requirements of Law to sell Full-Requirements Electricity Supply to Eligible Customers pursuant to this Agreement, including without limitation that:

- a. Supplier is certified by the Illinois Commerce Commission as a Retail Electric Supplier and is authorized to sell Full-Requirements Electricity Supply to customers in the State of Illinois utilizing the existing transmission and distribution systems of ComEd within the service areas of ComEd; and
- b. Supplier is currently registered with ComEd to serve residential and small commercial customers under Rate RESS - Retail Electric Supplier Service with Rider PORCB - Purchase of Receivables and Consolidated Billing; and
- c. Supplier has at least three years continuous experience as a Retail Electric Supplier and has provided Full-Requirements Electricity Supply Services to at least 25,000 residential or commercial customers; and

d. Supplier acknowledges and agrees that it will provide the Services, including without limitation Full-Requirements Electricity Supply to all Program Customers, pursuant to the Bid Package, the Bid Response, this Agreement, and the Requirements of Law; and

e. The Municipality desires to enter into this Agreement with Supplier for the provision by the Supplier of Full-Requirements Electricity Supply Services to all Eligible Customers pursuant to the Program.

## AGREEMENT

In consideration of the mutual covenants and agreements contained herein, the Municipality and the Supplier agree as follows:

### ARTICLE 1 RECITALS

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

### ARTICLE 2 DEFINITIONS

The following terms shall have the meanings ascribed to them in this section:

2.1. "Aggregate" means the total number of Eligible Customers that are within the jurisdictional boundaries of the Municipality.

2.2. "Aggregation Ordinance" means that certain ordinance adopted by the Municipality authorizing the Program.

2.3. "Aggregation Statute" means Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92 and the rules and regulations of the Illinois Commerce Commission applicable thereto.

2.4. "Bid Package" means the bid documents provided to the pre-qualified bidders pursuant to the Power Supply Bid attached to this Agreement as Exhibit A and made a part hereof.

2.5. "Bid Response" means the response submitted by the Supplier to the Bid Package, which is attached to this Agreement as Exhibit B and made a part hereof.

2.6. "Billing Services" means those services described in Section 4.4 of this Agreement.

2.7. "ComEd" means Commonwealth Edison.

2.8. "Compliance Services" means those services identified in Section 4.5 of this Agreement.

2.9. "Confidential Information" means the information defined in Article 9 of this Agreement.

2.10. "Customer Information" means that certain information that the Electric Utility is required to provide to the corporate authorities of the Municipality pursuant to the Aggregation Statute, including without limitation those names and addresses and Electric Utility account numbers of residential and small commercial retail customers in the Aggregate area that are reflected in the Electric Utility's records at the time of the request.

2.11. "Data" means the data defined in Article 9 of this Agreement.

2.12. "Electric Utility" means ComEd.

2.13. "Eligible Customers" means residential and small commercial electricity customers receiving Full-Requirements Electricity Supply Services within the Municipality who are eligible to participate in the Program pursuant to the Aggregation Statute and the Requirements of Law.

2.14. "Energy" means generated electricity.

2.15. "Enrollment Services" means those services described in Section 4.3 of this Agreement.

2.16. "Extended Term" means the term defined in Section 5.1 of this Agreement.

2.17. "Force Majeure Event" means the circumstances defined in Section 7.1 of this Agreement.

2.18. "Full-Requirements Electricity Supply" means all services or charges necessary to provide the continuous supply of electricity to all Program Customers, including, without limitation, Energy, capacity, losses, renewable portfolio standard (RPS) charges, imbalances, load factor adjustments, transmission costs, congestion charges, marginal losses, ancillary services, taxes applicable only to the Supplier, and any additional necessary services or charges.

2.19. "Full-Requirements Electricity Supply Services" means those portions of the Services described in Section 4.1 of this Agreement.

2.20. "ICC" means the Illinois Commerce Commission.

2.21. "Independent System Operator" or "ISO" means the independent system operator for the Electric Utility established pursuant to Section 16-126 of the Public Utilities Act, 220 ILCS 5/16-626.

2.22. "Joint Power Supply Bid" means the bidding process conducted by NIMEC on behalf of the Municipality to identify the Supplier.

2.23. "New Customers" means the customers defined in Section 4.3.9 of this Agreement.

2.24. "Opt-Out Notice" means the notices described in Section 4.2.1.1 of this Agreement and provided to Eligible Customers informing them of their ability to opt-out of the Program pursuant to the Requirements of Law:

2.25. "Opt-Out Period" means the time prior to the implementation of the Program during which Eligible Customers may choose not to participate in the Program pursuant to the Requirements of Law.

2.26. "Opt-Out Process" means the process defined in Section 4.2.1 of this Agreement.

2.27. "Participating Customers" means those Eligible Customers who do not opt out of the Program and are not Special Billing Customers, and New Customers.

2.28. "Plan of Governance" or "POG" means that certain Plan of Operation and Governance approved by the Village on November 19, 2012, pursuant to the Aggregation Statute.

2.29. "Point of Delivery" means the point specified by the Electric Utility at which the Supplier must deliver the Full-Requirements Electricity Supply to the Electric Utility for distribution to Participating Customers.

2.30. "Price" means the fixed price expressed in cents per kilowatt hour at which the Supplier will provide the Services as set forth in Exhibit C to this Agreement attached hereto and made a part hereof.

2.31. "Program" means the electricity aggregation program operated by the Municipality in accordance with the Aggregation Statute and authorized by the Aggregation Ordinance, to aggregate residential and small commercial retail electrical loads located within the corporate limits of the Municipality for the purpose of soliciting and entering into service agreements to facilitate for those loads the sale and purchase of Full-Requirements Electricity Supply and related Services.

2.32. "Program Customer" means Participating, Special Billing and New Customers.

2.33 "Program Implementation Services" means those portions of the Services described in Section 4.2 of this Agreement.

2.34. "Requirements of Law" means the Aggregation Ordinance, the Aggregation Statute, the Plan of Governance, the rules and regulations of the ICC and Illinois Power Agency (including, but not limited to the ICC Order in Case No. 11-0434 issued on April 4, 2012), the rules, regulations and tariffs applicable to the Electric Utility and the Independent System Operator, and all other applicable federal, state, and local laws, orders, rules, and regulations, all as may be hereinafter duly amended.

2.35. "Retail Electric Supplier" or "RES" means an "alternative retail electric supplier" as that term is defined in Section 16-102 of the Public Utilities Act, 220 ILCS 5/16-102.

2.36. "Services" means the Full-Requirements Electricity Supply Services, Program Implementation Services, Enrollment Services, Billing Services, and Compliance Services provided in Article 4 of this Agreement.

2.37. "Special Billing Customers" means the customers defined in Section 4.3.8 of this Agreement.

2.38. "Supplier" means \_\_\_\_\_ and the lawful successor, transferee, designee, or assignee thereof.

2.39. "Tariffed Service" means the applicable tariffed services provided by the Electric Utility as required by 220 ILCS 5/16-103 at the rates established in ComEd's "Price to Compare" for the applicable rate class, as posted on the ICC website, which includes ComEd's electricity supply charge plus ComEd's transmission series charge, but does not include ComEd's purchased electricity adjustment.

2.40. "Term" means the period of time defined in Section 5.1 of this Agreement.

2.41. "Municipality" means the Village of Carol Stream.

2.42. "Withdrawing Customer" means a customer defined in Section 4.3.6 of this Agreement.

### ARTICLE 3 PROGRAM RESPONSIBILITIES

#### 3.1 Municipality Responsibilities.

3.1.1 Customer Information. The Municipality shall, with the assistance of the Supplier, pursuant to the Requirements of Law, obtain the Customer Information from ComEd.

3.1.2 Notices and Customer Information from ComEd. The Municipality shall promptly forward to the Supplier the Customer Information received from ComEd and each Party will promptly provide to the other Party any notices received by that Party from ComEd concerning the accounts of Eligible or Program Customers.



3.1.3 Submittals to ComEd. The Municipality shall, with the assistance of Supplier, submit to ComEd (a) the "Government Authority Aggregation Form", (b) a list of Eligible Customers who are not Participating Customers because they have elected to opt out of the Program, and (c) a list of all Participating Customers.

3.1.4 No Municipality Obligations to Provide Services. The Parties acknowledge and agree that the Municipality is not responsible to provide, and this Agreement shall not be construed to create any responsibility for the Municipality to provide, the Services to any person or entity, including without limitation the Supplier, the Electric Utility, the ISO, Eligible Customers, Special Billing Customers, New Customers or Participating Customers.

3.1.5 No Municipality Financial Responsibility. The Parties acknowledge and agree that this Agreement does not impose or create, and shall not be construed to create, any financial obligation of the Municipality to any other person, entity, or third-party beneficiary of this Agreement, including without limitation the Supplier, the Electric Utility, the ISO, Eligible Customers, New Customers Special Billing Customers, or Participating Customers.

### 3.2 Supplier Obligations.

3.2.1 Provision of Services. The Supplier will provide all of the Services described in Article 4 of this Agreement throughout the Term, including but not limited to the provision of sufficient Full-Requirements Electricity Supply to allow the Electric Utility to deliver and distribute uninterrupted electric service to all Program Customers. The Supplier acknowledges and agrees that the Municipality is not responsible for providing, and shall not be liable to the Supplier or any Eligible Customer for any failure to provide, any Services pursuant to this Agreement.

3.2.2 Compliance with the Requirements of Law. Supplier shall comply with all Requirements of Law.

3.2.3 Supplier Press Releases. The Supplier may issue press releases concerning the Program that are approved in advance by the Municipality prior to issuance.

3.2.4 Supplier covenants that all information provided by the Supplier to Municipality or any of its agents relating to this Agreement in any way shall be true and accurate in all respects at all times.

## ARTICLE 4 SUPPLIER SERVICES

4.1 Full Requirements Electricity Supply Services: The Supplier must supply the following Full-Requirements Electricity Supply Services as provided in this Section 4.1.

4.1.1 Scheduling, Transmission and Delivery of Full-Requirements Electricity Supply.

4.1.1.1 Generally. The Supplier shall take all actions necessary to arrange for the scheduling, transmission, and delivery of Full-Requirements Electricity Supply to the Electric Utility for distribution to all Participating Customers.

4.1.1.2 Scheduling. Supplier shall schedule the Full-Requirements Electricity Supply for distribution as required by the ISO and the Electric Utility.

4.1.1.3 Distribution and Transmission Rights. Supplier shall obtain all necessary distribution and transmission rights necessary for the delivery of the Full-Requirements Electricity Supply to the Electric Utility hereunder.

4.1.1.4 Transmission and Delivery to Electric Utility.

4.1.1.4.1 Transmission and Delivery. Supplier shall cause to be transmitted and delivered to the Electric Utility at the Delivery Point sufficient Energy to provide continuous Full-Requirements Electricity Supply to all Program Customers. The Municipality acknowledges that the Electric Utility, and not the Supplier, is responsible for the distribution of the Full-Requirements Electricity Supply to the Program Customers after delivery by the Supplier to the Delivery Point, and that Supplier does not take responsibility for the distribution of the Full-Requirements Electricity Supply to Program Customers after the Supplier provides Full-Requirements Electricity Supply to the Point of Delivery.

4.1.1.4.2 Failure of Delivery. Supplier acknowledges and agrees that if the Supplier fails to comply with any requirement related to the provision of Full-Requirements Electricity Supply Services to the Program Customers pursuant to this Agreement, including without limitation if Supplier fails to schedule all or part of the Full-Requirements Electricity Supply for any Program Customer, Supplier shall be solely responsible for any additional costs, charges, or fees incurred because of such failure, and shall not pass through any such additional costs, charges, or fees to Program Customers or the Municipality.

4.1.2 Pricing. Except as provided in Section 4.1.3 of this Agreement, the Supplier shall receive the Price in full payment for all Services, and shall not be entitled to any additional costs, adjustments, charges, fees, or any other payments or compensation, except that the Supplier may impose an early termination fee on Withdrawing Customers pursuant to Section 4.3.6 of this Agreement. The Municipality acknowledges that the Price does not include sales or other consumer-based taxes applicable to Program Customers or other taxes that are not applicable to the Supplier.

4.1.3 Price Guarantee. If the rates for Tariffed Service to a particular rate class are set below the Price during the Term of this Agreement, Supplier shall either (a) provide the Services to Program Customers in such rate class at a price equal to the rate for Tariffed Services, or (b) after taking all steps necessary to return all Program Customers to the

Electric Utility, terminate this Agreement without damages or early termination fees to either Party. Notwithstanding the foregoing, termination under this Section 4.1.3 may be avoided if the Municipality determines that the Aggregation Program should remain in place at the Price without the need to match. In such an event, the Parties shall enter into a written agreement expressly stating the Agreement shall continue without the need to match, and the Municipality shall not waive any other rights set forth herein by allowing the Price to remain in place without the need to match unless the Municipality specifically agrees in writing.

4.2 Program Implementation Services. The Supplier must supply the following Program Implementation Services as provided in this Section 4.2:

4.2.1 Opt-Out Process. Supplier, at its sole cost and expense, shall, with the assistance of the Municipality, administer the process by which Eligible Customers are provided with the opportunity to opt-out of the Program prior to its implementation (the "Opt-Out Process"), including, but not limited to, the following:

4.2.1.1 Opt-Out Notices. Supplier, at its own expense, shall be fully responsible to prepare and mail form Opt-Out Notices to all Eligible Customers as required pursuant to the Requirements of Law. Opt-Out Notices must include all information required pursuant to the Requirements of Law, including, without limitation, the terms and conditions of participation in the Program, the cost to the Program Customer of Full-Requirements Electricity Supply Services under the Program, the methods by which Eligible Customers may opt out of the Program, and the length of the Opt-Out Period. The Opt-Out Notices must prominently include the toll-free telephone number and secure website described Section 4.2.1.3. The form and content of the Opt-Out Notices shall be approved by the Municipality prior to mailing by the Supplier. In addition to the Opt-Out Notices, the Supplier shall provide Participating Customers with terms and conditions for the provision of Full Requirements Electric Supply to those Participating Customers, which terms and conditions shall comply with and accurately reflect all of the requirements of this Agreement and the Requirements of Law and shall be substantially similar to the form attached in Exhibit F.

4.2.1.2 Notices to Special Billing Customers. The Municipality acknowledges that the Municipality may provide notices to Special Billing Customers concerning the Program, the Price, the rates charged to Special Billing Customers under their existing service, and the opportunity for Special Billing Customers to enroll in to the Program as provided in Sections 4.3.8 and 4.3.9 of this Agreement.

4.2.1.3 Toll Free Number and Secure Website. In addition to receiving completed Opt-Out Notices from Eligible Customers by mail, the Supplier shall, at its own expense, provide, operate, and maintain a toll-free telephone number and secure website for the use of Eligible Customers to opt out of the Program. The toll-free number shall be operational during normal business hours and the secure website shall be operational 24 hours a day, seven days a week during the Opt-Out Period. The Opt-Out Notices must prominently include both the toll-free telephone number and the internet address of the

secure website. Supplier shall support Spanish speaking Eligible Customers and Eligible Customers with disabilities.

4.2.1.4 Reporting. During the Opt-Out Period, Supplier shall be responsible for receipt of all Opt-Out Notices. Supplier shall assemble, track, and report to the Municipality concerning the delivery and receipt of all Opt-Out Notices to and from Eligible Customers, including without limitation providing the Municipality with complete information concerning all Eligible Customers who choose to opt-out of the Program whether by mail, telephone, or the secure website.

4.2.2 Required Disclosures. Supplier shall provide Eligible Customers with all information required to be disclosed to Eligible Customers concerning Services and the Program pursuant to the Requirements of Law, including without limitation all information required to be included in the Opt-Out Notices.

4.3 Enrollment Services. The Supplier shall supply the following Enrollment Services:

4.3.1 Record of Participating Customers. Following the completion of the Opt-Out Period, the Supplier shall compile a complete list of all Participating Customers and those Eligible Customers who have opted out of the Program, and shall ensure that no Eligible Customers who have opted out are enrolled in the Program.

4.3.2 Enrollment. Upon completion of the Opt-Out Process and the identification of all Eligible Customers who have opted out of the Program, the Supplier shall, at its sole cost and expense, take all actions necessary to enroll Participating Customers in the Program pursuant to the Requirements of Law.

4.3.3 Term of Enrollment. Participating Customers who do not opt out of the Program shall be enrolled in the Program by the Supplier, and shall remain enrolled in the Program until the end of the Term, unless the Agreement is terminated pursuant to its terms or the Participating Customer withdraws from the Program pursuant to Section 4.3.6 of this Agreement

4.3.4 Direct Access Service Request. The Supplier shall submit a direct access service request to ComEd for each Participating Customer in compliance with the "standard switching" subsection of Rate RDS - Retail Delivery Service, in order to allow Full-Requirements Electricity Supply Services to commence following the Municipality's implementation schedule which is attached hereto as Exhibit E and made a part hereof.

4.3.5 Payment of Switching Fees. The Supplier shall reimburse Participating Customers for any switching fee imposed by the Electric Utility related to the enrollment of a Participating Customer in the Program within 30 days of receiving notice of such switching fee. The Supplier shall not be responsible to pay any switching fees imposed on Participating Customers who switch service from an alternative retail electric supplier.

4.3.6 Withdrawal by a Program Customer. For Participating Customers who notify the Supplier after the completion of the Opt-Out Period that the Participating Customer desires to withdraw from the Program and all other Program Customers (collectively, "Withdrawing Customer"), the Supplier must, at the direction of the Participating Customer, drop the Withdrawing Customer from the Supplier's Full-Requirements Electricity Supply Services on the next available meter read, which will result in restoring the Withdrawing Customer to Tariffed Service. The Supplier shall not assess an early termination fee to Withdrawing Customers.

4.3.7 Customer Service Inquiries. After completion of the Opt-Out Period, Supplier must maintain and operate a toll-free telephone number and internet website for the purpose of receiving questions and comments from Program Customers concerning the Full-Requirements Electricity Supply. The Supplier may inform Participating Customers that questions about the delivery and billing of the Full-Requirements Electricity Supply should be directed to ComEd. Supplier must promptly and courteously address customer service inquiries in a manner that meets or exceeds the ICC requirements for the operation of call centers.

4.3.8 Special Billing Customers. Subject to the Requirements of Law and due to the minimal and/or fixed nature of their existing billing rates, the following Eligible Customers shall not be automatically enrolled in the Program, but may subsequently elect to enroll in the Program as New Customers pursuant to Section 4.3.9 of this Agreement:

4.3.8.1. Any Eligible Customer to which the following ComEd delivery classes are applicable:

- Residential Single Family With Electric Space Heat Delivery Class
- Residential Multi Family With Electric Space Heat Delivery Class

4.3.8.2. Any Eligible Customer in the residential customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:

- Rate BESH – Basic Electric Service Hourly Pricing
- Rate RDS – Retail Delivery Service; and

4.3.8.3. Any Eligible Customer in the commercial customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:

- Rate BESH – Basic Electric Service Hourly Pricing
- Rate RDS – Retail Delivery Service. (collectively, the "Special Billing Customers").

4.3.9 New Customers. After the commencement of the Program and the enrollment of Participating Customers, the Supplier shall, at the request of a New Customer, as defined in this Section 4.3.9, immediately enroll the following customers in the Program and provide Full-Requirements Electricity Supply Services to those customers at the Price:

- 4.3.9.1. Any Eligible Customer within the Municipality that moves to a new location within the Municipality;
- 4.3.9.2. Any Eligible Customer that moves into an existing location within the Municipality;
- 4.3.9.3 Any Eligible Customer that previously opted out of the Program during the Opt-Out Period; and
- 4.3.9.4 Any Eligible Customer that was inadvertently omitted from the list of Participating Customers and not enrolled in the Program. (collectively, the Eligible Customers set forth in this Section 4.3.9.1 to 4.3.9.4, inclusive, are the "New Customers").

4.4 Billing Services. The Supplier must supply the following Billing Services as provided in this Section 4.4:

4.4.1 Billing Generally. Supplier shall confirm that billing to Program Customers will be provided by ComEd under a consolidated billing format pursuant to "Rider PORCB – Purchase of Receivables and Consolidated Billing," and pursuant to the Requirements of Law. The Municipality acknowledges and agrees that ComEd will bill Program Customers for the Price of the Services as part of its billing for the distribution of such supply, and that the Supplier shall not be responsible for billing Program Customers

4.4.2 Customer Classes. Eligible Customers shall be categorized within either the residential or commercial customer classes according to the applicable rates under which they received electricity supply from ComEd prior to participating in the Program.

4.4.2.1 Residential Customer Class. The residential customer class shall include those Program Customers taking service from ComEd under the following rates:

- Residential Single Family Without Electric Space Heat Delivery Class
- Residential Multi Family Without Electric Space Heat Delivery Class

4.4.2.1 Commercial Customer Class. The commercial customer class shall include those Program Customers who are taking service from ComEd under the following rates:

- 15,000 kWh's or less Delivery Class

4.5 Compliance Services. The Supplier shall, at no charge to the Municipality, assist the Municipality in complying with any current or future Requirements of Law concerning the operation of the Program, including without limitation the provision of reports or other information as the Municipality may reasonably request from time to time.

4.6 Following the completion of the Opt-Out Period, the Supplier shall compile a complete list of all Participating Customers in the Program. Supplier will update this list as New Customers are added and deleted. Supplier will make this list available to the Municipality at any time the Municipality requests the list. Additionally, within 120 days

of the end of the term of this Agreement, Supplier will make the Program's load data by rate class available to the Municipality. Load data shall include:

- Historical Usage Data.
- Capacity Peak Load Contribution (PLC) values and effective start and end dates.
- Network Service Peak Load Contribution (PLC) values and effective start and end dates.
- Meter Bill Group Number.
- Rate Code.

## ARTICLE 5 TERM

5.1 Term. This Agreement commences as of the Effective Date and is for a term of Twelve (12) consecutive monthly billing periods starting from the initial meter read date designated by the Municipality in consultation with the Supplier in \_\_\_\_\_ 2012, and expires at the end of the last day of the \_\_th billing cycle for the Participating Customer(s) with the latest billing cycle (the "Term"). The Municipality and the Supplier may extend the Term for additional periods of time up to 3 years for each extension, by written agreement approved and executed by each Party (each an "Extended Term"). Nothing in this Article 5 related to the Term or the possibility of agreement to an Extended Term may be construed or applied in any manner to create any expectation that any right or authority related to this Agreement granted by the Municipality to the Supplier will continue beyond the Term or an approved Extended Term. Notwithstanding the provisions of this Section 5.1, if the rate for Tariffed Service falls below the Price during the Term, the Supplier may terminate this Agreement after returning Program Customers to Tariffed Service as provided in Section 4.1.3 of this Agreement.

5.2 In the event this Agreement is not renewed or terminated for any reason, including expiration according to its terms, the Municipality may choose another RES or Retail Electric Supplier and Supplier shall allow all Participating Customers to be switched to the selected RES, or all Participating Customers shall be switched by the Supplier to service with ComEd in accord with the standard switching rules and applicable notices or as otherwise required by any applicable law or regulation.

## ARTICLE 6 REMEDIES AND TERMINATION

6.1 Municipality's General Remedies. In addition to every other right or remedy provided to the Municipality under this Agreement, if the Supplier fails to comply with any of the provisions of this Agreement (for reason other than a Force Majeure Event pursuant to Section 7.1 of this Agreement or a Regulatory Event pursuant to Section 7.2 of this Agreement, then the Municipality may give notice to the Supplier specifying that failure. The Supplier shall have 15 calendar days after the date of that notice to take all

necessary steps to comply fully with this Agreement, unless (a) this Agreement specifically provides for a shorter cure period or (b) an imminent threat to the public health, safety, or welfare arises that requires a shorter cure period, in which case the notice must specify the cure period, or (c) compliance cannot reasonably be achieved within 15 calendar days but the Supplier promptly commences a cure and diligently pursues the cure to completion. If the Supplier fails to comply within that 15-day period, or the shorter period if an imminent threat, or if the Supplier fails to promptly commence a cure and diligently pursue the cure to completion, then the Municipality, subject to the limits of applicable federal or State of Illinois law, may take any one or more of the following actions:

6.1.1 Seek specific performance of any provision of this Agreement or seek other equitable relief, and institute a lawsuit against the Supplier for those purposes.

6.1.2 Institute a lawsuit against the Supplier for breach of this Agreement and, except as provided in Section 6.3 of this Agreement, seek remedies and damages as the court may award.

6.1.3 In the case of noncompliance with a material provision of this Agreement, declare this Agreement to be terminated, with said termination to be effective within ten (10) days after giving written notice of such termination to the Supplier:

If the Municipality terminates this Agreement under this Section 6.1, then the Supplier, within 14 calendar days after the Municipality's demand, shall reimburse the Municipality for all costs and expenses incurred by the Municipality, including, without limitation, reasonable attorneys' fees, in connection with that termination of rights or with any other enforcement action undertaken by the Municipality.

6.2 Actions on Termination or Expiration of this Agreement. This Agreement shall terminate upon the expiration of the Term or an Extended Term, as applicable (with the understanding that the expiration of service for any particular Program Customer will be tied to that customer's billing cycle), or the Municipality's termination of the Agreement pursuant to Section 6.1 or 4.1.3. Upon termination as a result of expiration of the Term (absent agreement upon an Extended Term), or upon termination as a result of expiration of an Extended Term, as applicable, Supplier shall return Program Customers to Tariffed Service upon expiration of the Term or Extended Term, as applicable, on the first available meter read. In the event of the Municipality's termination of the Agreement prior to the end of the Term or Extended Term pursuant to Section 6.1.c, as applicable, Supplier shall return Program Customers to Tariffed Service on the second available meter read in order to provide the opportunity for Program Customers to identify alternate sources of electrical supply prior to returning to Tariffed Service. Program Customers shall not be liable for any termination fee as a result of such termination or expiration in accordance with the preceding sentences of this Section 6.2.



6.3 Limitation of Liability. Except for the Supplier's failure to provide Full-Requirements Electricity Supply Services to Participating Customers or the disclosure of Customer Information in violation of the Requirements of Law, or as otherwise specifically provided herein, in no event will either Party be liable to the other Party under this Agreement for incidental, indirect, special, punitive or consequential damages connected with or resulting from performance or non-performance of this Agreement, irrespective of whether such claims are based upon breach of warranty, tort (including negligence of any degree), strict liability, contract, operation of law or otherwise.

## ARTICLE 7 FORCE MAJEURE EVENTS AND REGULATORY EVENTS

7.1 Force Majeure Events. The Supplier shall not be held in default under, or in noncompliance with, the provisions of the Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by a "Force Majeure Event," defined as a strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, or other event that is reasonably beyond the Supplier's ability to anticipate or control. Non-compliance or default attributable to a Force Majeure Event shall be corrected within a reasonable amount of time after the Force Majeure Event has ceased.

7.2 Regulatory Event. The following shall constitute a "Regulatory Event":

- a. Illegality. It becomes unlawful for a Party to perform any obligation under this Agreement due to the adoption of, or change in the interpretation of any applicable law by any judicial or government authority with competent jurisdiction.
- b. Adverse Government Action. A regulatory, legislative or judicial body (A) requires a material change to the terms of this Agreement that materially and adversely affects a Party or (B) takes action that adversely and materially impacts a Party's ability to perform, or requires a delay in the performance of this Agreement that either Party determines to be unreasonable or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure Event.
- c. New Charges. Any material increase in generation, energy, or utility taxes or charges enacted and effective after the Effective Date of this Agreement. The imposition of such tax or charge after the Effective Date of this Agreement is not subject to automatic pass-through in Price, but would only constitute a Regulatory Event if the imposition of the charge materially and adversely affects Supplier's ability to perform.

Occurrence of Regulatory Event. **Within ten (10) days of** the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that such event has occurred. Within thirty (30) days, or such other period as the Parties may agree in writing, the Parties shall enter into good faith negotiations to amend or replace this Agreement so that the adversely affected Party is restored as nearly as possible to the economic position it would have been in under this Agreement but for the occurrence of the Regulatory Event. If the Parties are unable to agree upon an amendment to this Agreement, within thirty (30) days or such other period as the Parties may agree in writing, the adversely affected Party shall have the right, upon ten (10) days prior written notice, to terminate its obligations under this Agreement, in which case the Supplier shall take those actions as required for termination or expiration of this Agreement as set forth in Section 6.2 above.

## ARTICLE 8 INDEMNIFICATION AND INSURANCE

8.1 **Indemnification.** The Supplier shall indemnify and hold harmless the Municipality, its officers, employees, agents, and attorneys, from and against any third party injuries, claims, demands, judgments, damages, losses and expenses or any kind, including reasonable attorney's fees and costs of suit or defense, arising from the Supplier's provision of the Services, except to the extent caused by the sole negligence of the Municipality.. This duty shall survive for all claims made or actions filed within one (1) year following either the expiration or earlier termination of this Agreement. The Municipality shall give the Supplier timely written notice of its obligation to indemnify and defend the Municipality after the Municipality's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Supplier and/or the Municipality. Nothing herein shall be construed to limit the Supplier's duty to indemnify the Municipality by reference to the limits of insurance coverage described in this Agreement.

8.2 **Insurance.** Contemporaneous with the Supplier's execution of this Agreement, the Supplier shall provide certificates of insurance, all with coverages and limits as set forth in Exhibit D to this Agreement attached hereto and made a part hereof. For good cause shown, the Municipality Manager, or his or her designee may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Municipality Manager, or his or her designee may impose in the exercise of his or her sole discretion. Such certificates and policies shall be in a form acceptable to the Municipality and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Municipality. The Supplier shall, at all times during the term of this Agreement, maintain and keep in force, at the Supplier's expense, the insurance coverages provided above.

ARTICLE 9  
CONFIDENTIAL INFORMATION

9.1 Confidential and Proprietary Information. Notwithstanding anything to the contrary set forth herein, the Parties are not required to disclose information which they reasonably deem to be proprietary or confidential in nature. The Parties agree that any information disclosed by a Party and designated as proprietary and confidential shall only be disclosed to those officials, employees, representatives, and agents of the other Party that have a need to know in order to administer and enforce this Agreement. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to a Party's corporate structure and affiliates, marketing plans, financial information unrelated to the calculation of the Price or rates pursuant to the Requirements of Law, or other information that is reasonably determined by a Party to be competitively sensitive. A Party may make proprietary or confidential information available for inspection but not copying or removal by the other Party's representatives. Compliance by the Municipality with the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. ("Illinois FOIA"), including compliance with an Illinois FOIA request or an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois FOIA, or with a decision or order of a court with jurisdiction over the Municipality, shall not be a violation of this Section.

9.2 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Agreement ("Data"), other than the Supplier's confidential information, will be and remain the sole property of the Municipality. The Supplier must promptly deliver all Data to the Municipality at the Municipality's request. The Supplier is responsible for the care and protection of the Data until that delivery. The Supplier may retain one copy of the Data for the Supplier's records subject to the Supplier's continued compliance with the provisions of this Agreement.

9.3 Limitations on Customer Information. Both Parties acknowledge and agree that the Customer Information is subject to, and must be maintained in compliance with, the limitations on disclosure of the Customer Information established by the Requirements of Law, including without limitation the Aggregation Statute, Section 16-122 of the Public Utilities Act, 220 ILCS 5/16-102, Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2HH, the ICC Order in Case No. 11-0434 issued April 4, 2012, and the provisions of ComEd's Tariff Rate GAP. Municipality shall warrant to ComEd that customer-specific information provided to the Municipality in accordance with the provisions of ComEd's Tariff Rate GAP shall be treated as confidential. To protect the confidentiality of Customer Information:

9.3.1 Supplier access to Customer Information is limited those authorized representatives of Supplier, or any third party, who have a need to know the information for purposes of this Agreement.

9.3.2 Supplier warrants that it will not disclose, use, sell, or provide Customer Information to any person, firm or entity for any purpose outside of the Program.

9.3.3 Supplier and Municipality acknowledge that Customer Information remains the property of the Municipality and that material breaches of confidentiality will prohibit Supplier from placing any new bids to the Municipality's subsequent Request(s) for Qualifications for a period of one year after termination of this Agreement.

9.3.4 Supplier warrants that it will delete and/or destroy the Customer Information described in Items 18 through 23 of the Company Obligations Section of ComEd's Tariff Rate GAP, and provided by Municipality, within 60 days after ComEd provides the information to Municipality. Municipality will offer its assistance to ensure that Supplier meets these requirements and deadlines.

9.5 Proprietary Rights, Survival. Each Party acknowledges the proprietary rights of the other Party in and to the Confidential Information. The obligations under this Article Nine shall survive the conclusion or termination of this Agreement for two (2) years.

9.6

#### ARTICLE 10 MISCELLANEOUS

10.1 Notices. Any notices, requests or demands regarding the services provided under this Agreement and the exhibits to this Agreement shall be deemed to be properly given or made (i) if by hand delivery, on the day and at the time on which delivered to the intended recipient at its address set forth in this Agreement; (ii) if sent by U.S. Postal Service mail certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address shown below; or (iii) if by Federal Express or other reputable express mail service, on the next Business Day after delivery to such express service, addressed to the intended recipient at its address set forth in this Agreement. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party.

To Municipality

Village Manager  
Village of Carol Stream  
500 North Gary Avenue  
Carol Stream, Illinois 60188

With a copy to:

James A. Rhodes  
Village Attorney  
Klein, Thorpe and Jenkins, Ltd.  
20 N. Wacker Drive, Suite 1660  
Chicago, Illinois 60606

To Supplier

With a copy to:

10.2 Mutual Representations and Warranties. Each Party represents and warrants to the other Party, as of the date of this Agreement, that:

- a. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and if relevant under such laws, in good standing;
- b. It has the corporate, governmental and/or other legal capacity, authority and power to execute, deliver and enter into this Agreement and any other related documents, and perform its obligations under this Agreement, and has taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery and performance;
- c. The execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets; and
- d. It has reviewed and understands this Agreement; and
- e. It, to the extent applicable, shall comply with all the Requirements of Law.

10.3 Supplier agrees that all information presented in its Response to Qualifications for Municipal Aggregated Electricity Supply For Member Communities of the Northern Illinois Municipal Electric Collaborate, dated \_\_\_\_\_, are accurate and there have been no material changes to that information. Any exceptions are noted on Exhibit \_\_, attached hereto and made part of this Agreement.

10.4 Entire Agreement. This Agreement and the Response to Qualifications referenced in Section 10.3, including all Attachments hereto, contains all of the terms and conditions of this Agreement reached by the Parties, and supersedes all prior oral or written agreements with respect to this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by both Parties hereto.

10.5 Exhibits. Exhibits A through F attached to this Agreement are, by this reference, incorporated into and made part of this Agreement.

10.6 Waivers. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

10.7 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois without regard for the conflicts of law provisions thereof.

10.8 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of the Exhibits hereto, the provisions of the Agreement shall control.

10.9 Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

10.10 Venue. Except as to any matter within the jurisdiction of the ICC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, DuPage County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois, Eastern Division.

10.11 No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Agreement.

10.12 No Waiver of Rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, that the Municipality may have under Federal or state law unless such waiver is expressly stated herein.

10.13 Validity of Agreement. The Parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.14 Authority to Sign Agreement. Each Party warrants to the other Party that it is authorized to execute, deliver and perform this Agreement. The individual signing this Agreement on behalf of each Party warrants to the other Party that he/she is authorized to execute this Agreement in the name of the Party for which he/she is signing.

10.15 Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Municipality and the Supplier and their respective successors, grantees, lessees, and assigns throughout the Term of this Agreement.

10.16 Non-Assignability. This Agreement shall not be transferred or assigned by the Supplier without the express written authorization of the Municipality.

10.17 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date first written above.

Supplier: \_\_\_\_\_

Municipality: Village of Carol Stream

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Attest:  
\_\_\_\_\_

Attest:  
\_\_\_\_\_

EXHIBIT A  
BID PACKAGE



EXHIBIT A

Request for Proposal

For Municipal Aggregated Electricity Supply For  
Residential and Small Commercial Retail Customers

Issued By:

The Village of Carol Stream  
500 North Gary Ave  
Carol Stream IL 60188

Issue Date: November 9, 2012

Response Date: November 19, 2012  
(1:30 PM Central Time)

The Village of Carol Stream (“Carol Stream” or “Village”) invites Certified Retail Electric Suppliers (Supplier) to submit proposals for Municipal Aggregated Electric Supply and electric related services (Supply Agreement) in accordance with the requirements, terms, and conditions of this Request for Proposal (RFP). The Village has not previously entered into a Supply Agreement. The RFP is designed to support the start of the Village’s program as soon as possible. The electrical distribution company for the Village is Commonwealth Edison (ComEd ). This is a RFP only and is not a purchase order, contract or offer. Selection of the supplier(s) by the Village will be completed and made public no later than December 3, 2012.

## **1.0 – Objective**

1.1 - The Village is seeking to obtain electric cost savings as well as a reliable source of generation for its constituents that it represents in this RFP by aggregating all eligible residential and small commercial retail accounts under Section 1-92 Chapter 20, Act 3855 of the Illinois Compiled Statutes (Act) for power to flow no later than February 12, 2013. Please provide firm pricing to be held open for 24 hours.

1.2 - The Village is seeking a supplier for electric generation as well as a turnkey program including all the aggregation services needed to meet the requirements of the Illinois Commerce Commission and the Act. Such services shall include but not be limited to the following: Governance Plan development assistance, assistance in applying for certification, administration of the opt-out process, provision for a toll-free call- center to handle customer calls, attendance at public meetings as needed and filing of all required reports. The costs for these services shall be included in the pricing offered to the Village.

1.3 The Village may be submitting this RFP on the same day as other municipalities. The Village is requesting an individual response to this RFP. It is not requesting one price for all RFP’s. If submitted with other municipalities, the Northern Illinois Municipal Electric Collaborative, Inc. (NIMEC) will assist the municipalities’ efforts to select the supplier offering the most aggressive bid for the entire group. The goal is to award all the contracts to one supplier. Municipalities will be then individually determine which term is preferable, and accept their bid from the winning supplier.

## **2.0 – Background**

2.1 - The Village held a referendum to select an opt-out program pursuant to the Act and the referendum passed according to the terms of the Act. The Village duly passed an Ordinance under the Act providing for the aggregation of electric loads on an opt-out program as allowed

under the terms of the Act. As a result, Carol Stream now has the right to aggregate the electricity usage of its residential and small commercial retail accounts in the Carol Stream corporate limits to provide savings under this RFP.

2.2 - The Village may elect to hold an individual bid or participate in a group bid. If the Village elects to participate in a group bid, the Village may use NIMEC to assist with the group bid. The Village will not delegate any signing authority to NIMEC or other entity, but will make its own decision to accept or reject their individual bid resulting from the group bid. Suppliers will present individual bids to each community participating in the bid group. NIMEC will create an advisory group, representing and consisting of those communities participating in the bid, to determine the bid winner(s) on the day of the bid. NIMEC will then recommend that each Village accept the bid winner's individual bid for the Village. The Village will then decide to accept or reject their individual bid. Whether or not each community participating in the bid accepts or rejects their individual bid will have no impact upon the individual bids of the other communities.

### **3.0 - Confidentiality and Proprietary Information**

3.1 - Suppliers should treat all information contained in this RFP or provided by the Village as confidential. All information provided by the Village is for proposal purposes only and is not to be disclosed to anyone or used for any other purpose and shall be returned to the Village. Supplier shall take all reasonable precautions in protecting such information. The estimated electric consumption data is attached hereto and made a part hereof by this reference.

3.2 - Responses to this RFP may include proprietary or confidential information. The company shall clearly mark any information provided to the Village that is to be treated as confidential. The Village will take reasonable precautions in protecting such information provided it is clearly identified as propriety or confidential on the page on which it appears. In no event shall the Village be responsible for inadvertent disclosure of information in your response to this RFP.

### **4.0 - Pricing Options**

4.1 - Suppliers will be responsible for payment of any customer processing fee (if any) for those who have switched to the supplier. Please provide pricing for the following two scenarios:

- a) Residential – Excluded from this aggregation will be Residential customers on Utility Hourly pricing, electric Space Heat, those who are being served on 3rd party supply with another RES, as well as municipal accounts under ComEd franchise agreement.
- b) Small Commercial: Excluded from this aggregation will be Small Commercial customers on Utility Hourly pricing, fixture included lighting, electric space heat and those who are being served on 3rd party supply with another RES.

4.2 – Pricing will be a firm commitment for a 24-hour period. Pricing should be quoted at a fixed rate per kWh. This pricing will only be available for those residential and small commercial customers who do not opt-out of Carol Stream’s program.

4.3 - The supplier may not elect to limit participation to specific size customers, if not limited by Illinois state law.

4.4 - Supplier is responsible for fulfilling all requirements necessary to conduct business in the Carol Stream service territory.

4.5 - All pricing will include energy, capacity, transmission and distribution losses, Renewable Portfolio Standard (RPS) charges, imbalances, load factor adjustments, transmission, congestion charges, ancillary services, and applicable taxes.

4.6 – Supplier shall provide pricing for renewable energy in excess of the Illinois RPS. Suppliers shall secure Renewable Energy Credits sourced through Illinois RPS compliant or national green –e certifiable hydroelectric, wind, solar photovoltaic or captured methane-landfill gas.

4.7 - Bidders should use the ComEd rate schedules and/or customer class.

4.8 - All prices must be expressed in terms of ¢/kWh.

4.9 - Supplier shall guarantee delivery of electricity supply to ComEd’s system in compliance with ComEd’s tariff requirements.

4.10 - Supplier shall provide for the delivery of energy and ancillary services up to the Delivery Point designated in ComEd’s Supplier Service Agreement. Supplier shall bear the risk for all transmission costs and any other costs or charges imposed or associated with the delivery of the electricity up to the Delivery Point and Customer shall bear the risk for any and

all ComEd distribution costs, and any other costs or charges associated with the receipt of the electricity at and after the Delivery Point.

4.11 - Taxes: State and/or local taxes shall be clearly identified and not necessarily included in the proposed price including gross receipts tax, county sales tax and excise tax.

4.12 - An administrative fee payable by the selected supplier on at least a quarterly basis is required. The fee amount is \$0.000225 / kWh. Only suppliers agreeing to the administrative fee and signing Attachment 2 are eligible to bid. All checks are to be made payable to the Glenview Consulting Group, Ltd. (The Glenview Consulting Group has adopted and transacts business in the state of Illinois under the assumed corporate name of NIMEC.)

4.13 - NIMEC incurred direct costs to educate Village residents regarding the referendum. Direct costs are limited to printing and mailing of educational pieces to Village residents. (Invoices from printers will be provided.) These costs must be reimbursed by the winning supplier to Glenview Consulting within 60 days of the Master Supply Agreement being signed with the municipality. In this instance Glenview incurred direct costs of: \$4,790.16.

4.14 - The Municipality will incur costs from ComEd to procure and/or refresh load data required for this bid. The Supplier agrees to reimburse the Municipality for these out of pocket costs, which are estimated at \$500.

4.15 - Following the completion of the Opt-Out Period, the Supplier shall be responsible to compile a complete list of all Participating Customers in the Program. Supplier will update this list as new customers are added and deleted. Supplier will make this list available to the Municipality at any time the Municipality requests the list. Additionally, within 120 days of the end of this agreement, Supplier will make the Program's load data by rate class available to the Municipality. Load data shall include:

- Historical Usage Data
- Capacity Peak Load Contribution (PLC) values and effective start and end dates.
- Network Service Peak Load Contribution (PLC) values and effective start and end dates.
- Meter Bill Group Number.
- Rate Code.

## **5.0 - Terms and Conditions**

5.1 - The term of this agreement will be for a period determined by the Corporate Authorities of the Village. Supplier is to notify the Village at least 60 days prior to the end of the term to discuss renewal. At the end of the term of this agreement, if the agreement is not renewed or extended, Supplier agrees to return all residential and small commercial accounts back to ComEd.

5.2 - In the event that the information submitted is unclear, the Village may request additional information or explanation and/or pricing breakdowns for the purpose of evaluation and decision. The Company will answer all requests for additional information in writing, and these responses shall become part of the Company's electric service proposal. Companies failing to provide adequate information on any issues in a timely manner to allow for a comprehensive evaluation by the Village shall be considered unresponsive, and their proposals shall be subject to rejection.

5.3 - Suppliers must demonstrate compliance with all legal and regulatory requirements and must be certified and approved by all applicable or required Illinois agencies and Commonwealth Edison.

5.4 - Any exceptions to the specifications outlined in this RFP, or other considerations requested or required by the electric generation supplier must be submitted in writing describing in detail and submitted as part of the proposal. All Suppliers will be required and expected to meet the specifications in this RFP unless an exception is noted as part of the proposal being submitted.

5.5 - The Village reserves the right to add or delete accounts during the term of the supply agreement without penalty.

## **6.0 – Procedures**

Please deliver signed proposal on or before November 19, 2012, 1:30 PM electronically by email to [dhoover@NIMEC.net](mailto:dhoover@NIMEC.net) and [sdurling@NIMEC.net](mailto:sdurling@NIMEC.net), with a copy to Chris Oakley at [COAKLEY@carolstream.org](mailto:COAKLEY@carolstream.org).

Do not contact the Mayor or Aldermen of the Village. Questions regarding this proposal should be directed to the NIMEC, who will administer the process:

David Hoover

NIMEC  
417 Cherry Creek Lane  
Prospect Heights, IL 60070  
Telephone: (847) 392-9300  
Fax:(847) 392-9303  
Email: dhoover@NIMEC.net

## **7.0 - Other Information**

7.1 - The Village reserves the right to reject any and all proposals, waive any informality in bidding, to negotiate with any or all companies submitting proposals and to enter into an agreement with any company for any services sought in this RFP.

7.2 - The Village reserves the right to later modify any portion of this request for proposals and to request additional specific information and submit additional questions in the discretion of the Village.

7.3 - All costs incurred by the Company in preparing a response to this proposal, including any meetings or visits, shall be at the Company's expense.

7.4 - Each Company shall be responsible for insuring that all Federal, State and Local laws are followed.

7.5- Your response will become the property of the Village once received.

7.6 - All suppliers wishing to provide a bid pursuant to this RFP must duly complete Attachment 1 providing for the price offer options of one year, two year and three year supply agreements, a duly complete and signed by an authorized agent Attachment 2, 3 and 4.

EXHIBIT B  
BID RESPONSE



EXHIBIT C:

PRICE

**Opt-Out Program:**

**Residential Customer Class**

Price: \_\_\_\_\_¢ per KWh

**Commercial Customer Class**

Price: \_\_\_\_\_¢ per KWh

The above prices include \_\_\_\_\_% renewable energy.

**Opt-In Program:**

**Residential Customer Class**

Price: \_\_\_\_\_¢ per KWh – 100% Renewable

**Commercial Customer Class**

Price: \_\_\_\_\_¢ per KWh – 100% Renewable

**Term:** \_\_\_\_\_ months

**Termination Fees:**

**Residential - \$** \_\_\_\_\_

**Commercial - \$** \_\_\_\_\_

## EXHIBIT D

### INSURANCE COVERAGES

A. Worker's Compensation and Employer's Liability with limits not less than:

- (1) Worker's Compensation: Statutory;
- (2) Employer's Liability:
  - \$500,000 injury-per occurrence
  - \$500,000 disease-per employee
  - \$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

C. Comprehensive General Liability

- a. with coverage written on an "occurrence" basis with limits no less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit  
Coverage is to be written on an "occurrence" bases.

Coverages shall include:

Broad Form Property Damage Endorsement

Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

- b. with coverage written on a "claims made" basis with limits no less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit  
Coverage is to be written on an "claims made" bases.

Coverages shall include:

Broad Form Property Damage Endorsement

Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of the Contract.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and

umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

F. Owner as Additional Insured. Owner shall be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each such additional Insured endorsement shall identify Owner as follows: Village of Carol Stream, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.

G. Other Parties as Additional Insureds. In addition to Owner, the following parties shall be named as additional insured on the following policies:

Additional Insured Policy or Policies

EXHIBIT E  
IMPLEMENTATION SCHEDULE

EXHIBIT F  
CUSTOMER TERMS AND CONDITIONS

*Village of Carol Stream*

Interdepartmental Memo

**DATE:** November 12, 2012  
**TO:** Joseph E. Breinig, Village Manager  
**FROM:** Christopher M. Oakley, Assistant to the Village Manager *CMO*  
**RE:** Klein Creek Flood Control Reservoir Project - Property Transfer Armstrong Park

On June 20, 2011, the Village Board adopted resolution 2539 which formalized an Intergovernmental Agreement with DuPage County and the Carol Stream Park District that specified duties and responsibilities of the parties regarding the construction of the Klein Creek Flood Control Reservoir Project planned in Armstrong Park. Section 5.2.1 of the Intergovernmental Agreement requires the Village to transfer title of the Village-owned parcel (02-30-400-014) to the Park District for the relocation of athletic facilities displaced by the construction of the flood control reservoir.

To this end, a resolution transferring the subject parcel to the Carol Stream Park District is attached contingent on the Park District dedicating the roadway sections (Chippewa Trail, Napa Drive, Niagara Street) contained in the parcel back to the Village. In addition, Illinois Local Government Property Transfer Act (CH 50, ILCS Par. 605/1) requires the public agency accepting the transfer of deed to adopt a resolution detailing its intended need and planned public use of the transferred parcel (attachment #1). All of the pertinent documents required by the DuPage County Recorder of Deeds to properly record the transfer have been prepared in advance and will be executed once the Park District completes the dedication of the roadway portion scheduled for early December.

Please include the attached resolution transferring the 16.38 acre Village-owned land parcel located in north Armstrong Park to the Carol Stream Park District on the November 19, 2012 meeting agenda for the Village Board's consideration.

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

**A RESOLUTION AUTHORIZING TRANSFER  
OF REAL ESTATE TO THE CAROL STREAM PARK DISTRICT**

WHEREAS, the Village currently holds title to a 16.38 acre real estate parcel (PIN 02-30-400-014) located in north Armstrong Park (Exhibit A); and

WHEREAS, on June 20, 2011, the Village adopted Resolution 2539 which approved an intergovernmental agreement between and among the Village, the Carol Stream Park District and DuPage County for the construction of the Armstrong Park/Klein Creek Flood Control Reservoir Project; and

WHEREAS, the intergovernmental agreement for the flood control project requires the Village to transfer the subject parcel without cost to the Carol Stream Park District for future use as open space recreation (Exhibit B); and

WHEREAS, the Village agrees to transfer title of the subject property to the Carol Stream Park District, pursuant to the authority conferred by the Local Government Property Transfer Act (CH.50, ILCS Par. 605/1, et seq. (1993) and contingent on the Carol Stream Park District dedicating the roadway segments to the Village.

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 The Village, per an intergovernmental agreement for the Armstrong Park/Klein Creek Flood Control Project has agreed to transfer title to parcel

02-30-400-014 to the Carol Stream Park District subject to dedicating the parcel's roadway segments to the Village.

SECTION 2 The Village is authorized and directed to execute a transfer of deed for the subject property to the Carol Stream Park District and to execute such other documents necessary to record the transfer with the State of Illinois and DuPage County.

SECTION 3 This Resolution shall be in full force and effect upon and after its passage as approved by law.

PASSED AND APPROVED THIS 19<sup>TH</sup> DAY OF NOVEMBER 2012.

AYES:

NAYS:

ABSENT:

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

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





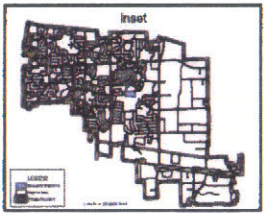
© 1998 Village of Carol Stream

Village of Carol Stream

**Parcel 0230400014  
Location Map**

**LEGEND**

- Parcels
- Parcel 0230400014



1 inch = 400 feet

Prepared By:  
Administration Department,  
October 31, 2012



**ORDINANCE NO: 467**

AN ORDINANCE DECLARING IT NECESSARY OR CONVENIENT FOR THE CAROL STREAM PARK DISTRICT TO USE, OCCUPY OR IMPROVE CERTAIN REAL PROPERTY OWNED BY THE VILLAGE OF CAROL STREAM FOR PUBLIC PARK AND RECREATION PURPOSES

**WHEREAS**, the Carol Stream Park District, DuPage County, Illinois (the "Park District"), an Illinois park district and unit of local government, is authorized under the Illinois Park District Code, 70 ILCS 1205/8-1(b)(1), to acquire, hold and improve real property for its corporate purposes; and

**WHEREAS**, the Village of Carol Stream (the "Village"), DuPage County, Illinois is the owner of certain real property in DuPage County, Illinois, consisting of approximately 16.38 acres of land improved with a baseball field located at the NW intersection of Chippewa Trail and Niagara Street, Carol Stream, Illinois and commonly known as Field 6, Ray Nazillian Field, legally described on Exhibit A attached hereto and included herein, and which the Village has agreed to transfer said property to the Carol Stream Park District; and

**WHEREAS**, the Park District has determined that it is necessary or convenient and within the corporate purposes of the Park District for it to acquire, use, occupy and improve the Property for public park and recreation purposes; and

**WHEREAS**, the Park District and the Village are municipalities as defined in the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq., which allows for the transfer of real property interests from one municipality to another upon a 2/3 vote of the corporate authorities of the transferor municipality and certain other conditions including approval by the corporate authorities of the transferee municipality; and

**WHEREAS**, the Illinois Constitution in Article VII Section 10 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorizes and encourages units of local government such as the Park District and the Village to cooperate in the exercise of governmental functions and services; and

**WHEREAS**, the territory of the Park District is wholly within, co-extensive with, or partly within and partly without the corporate limits of the Village.

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

**SECTION 1:** The Board of Park Commissioners of the Carol Stream Park District ("Park Board") hereby finds and declares that all recitals in the preambles to this Ordinance are true and correct and are hereby incorporated in this Ordinance.


**SECTION 2:** The Park Board hereby declares that it is necessary or convenient and in the public interest of the Park District for the Park District to acquire, use, occupy and improve the Property for public park and recreation purposes.


**SECTION 3:** Legal counsel for the Village is hereby authorized and directed to prepare a draft of proposed transfer agreement in consultation with the Executive Director of the Park District for presentation to legal counsel for the Park District.

**SECTION 4:** This Ordinance shall be in full force and effect from and after its passage as provided by law.

Passed and approved this 12<sup>th</sup> day of November, 2012, by roll call vote.

Carol Stream Park District  
Board of Commissioners

  
President  
Brenda Gramann

  
Board Secretary  
Dannielle Wilson

VOTE: AYES: 7

NAYS: 0

ABSTAIN: 0

EXHIBIT "A"  
Legal Description of Property

02-30-400-014  
Village Parcel Legal Description

Beginning at the Southeast corner of Lot 846 in the plat of Carol Stream Unit 9, recorded on October 6, 1967 as document R67-040425, for the Point of Beginning; thence North along the Easterly line of said plat of Carol Stream Unit 9, having a bearing of North 02 degrees 56 minutes East, a distance of 134 feet, to a point; thence continuing North along the East line of said plat of Carol Stream Unit 9 having a bearing of North 7 degrees 18 minutes West for a distance of 66.18 feet; thence continuing North along the East line of the said plat of Carol Stream Unit 9 having a bearing of North 2 degrees 56 minutes West for a distance of 334.0 feet to a point, said point also known as the Northeast corner of said plat of Carol Stream Unit 9; thence North 87 degrees 04 minutes East to point on a lint that is parallel to and 40.0 feet East of the center line of Niagara Street, said Niagara Street as dedicated per Western Trails Subdivision Unit No. Eleven recorded on November 29, 1977 as Document RR-R77-110103; thence South along said line that is parallel to and 40 feet East of the centerline of said Niagara Street to a point that intersects with a line that is 468.0 feet South of the North line of the Southeast Quarter of Section 30, said point is also the Southwest corner of the Carol Stream Park District Assessment Plat recorded November 16, 1988 as document R88-131333; thence North 87 degrees 04 minutes East, along the South line of the Carol Stream Park District Assessment Plat for a distance of R=871.2 feet M=898.16 feet, having both dimensions indicated on said Carol Stream Park District Assessment Plat, said point being on the East line of the Southeast Quarter of Section 30 to a point, aid point being 1,025.0 feet South of the Northeast corner of said Southeast Quarter of Section 30; thence South 87 degrees 04 minutes West along the prolongation of the South line of the plat of Carol Stream Unit 9, said line also being 1,025.0 feet South of and Parallel to the said North line of the Southeast Quarter of Section 30, to the Point of Beginning, excepting the East 355.0 feet and except that part of the Southeast Quarter of Section 30, described by beginning at the Southeast corner of lot 828 in said plat of Carol Stream Unit 9, for the point of beginning, thence North along the East line of said lot 828, a distance of 134.0 feet to the Northeast corner of said lot 828, thence East along the prolongation of the North line of said lot 828, a distance of 8.0 feet; thence south parallel to the East line of said lot 828, for a distance of 8.0 feet to the point of beginning, all the Southeast Quarter of Section 30, Township 40 North, Range 10, East of the Third Principal Meridian, in DuPage County, Illinois.

# AGENDA ITEM

*Village of Carol Stream* J-1 11-19-12

## Interdepartmental Memo

**DATE:** November 15, 2012

**TO:** Mayor Saverino Sr. & the Village Board of Trustees  
Joseph E. Breinig, Village Manager

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

**RE:** **PROPOSED 2013 Residential Solid Waste Collection Rate Schedule**

Attached is a proposal from the Flood Brothers Disposal Co., the Village's franchise residential waste hauler for revised solid waste collection rates for the 2013 program year. The Village is approaching the 3<sup>rd</sup> year of a 4-year franchise agreement for residential waste collection and disposal services and the current agreement entertains rate adjustments for both the 2013 and 2014 using the 2011 and 2012 Chicagoland Consumer Price Index for Urban Consumers (CPI-U) not to exceed 3% as an index for proposing any rate adjustments in these out years.

Flood Brothers has proposed a 3% across the board rate increase for specified services to the single-family residential dwellings in the franchise service area. For the past two collection years running, Flood Brothers has frozen their monthly rate at the approved 2010 rate of \$17.80 in an effort to stabilize the cost of this service during these difficult economic times. In proposing the 3% rate increase for the 2013 collection year, Flood Brothers has provided adequate documentation to substantiate the increase that includes an hourly wage rate increase for drivers covered by the current labor agreement with the Northern Illinois Waste Haulers Local 731 as well as the substantial per gallon cost for diesel fuel that saw average annual increases of greater than 14% during this same two year period. These proposed cost-of-living increases are also reflected in the changes in the 2011 and 2012 Chicagoland CPI-U and is attached.

It is customary during a rate increase proposal for staff to provide details on the various residential waste collection rates for comparable communities located in the DuPage County market. The table below provides residential collection rate history for 2011-2013 as well as a 2013 cost rank for comparable communities.

| Community        | 2011     | 2012     | 2013    | 2013 Rank |
|------------------|----------|----------|---------|-----------|
| Bartlett         | \$20.48  | \$21.30  | \$20.87 | 7         |
| Bensenville      | \$22.25  | \$ 22.25 | \$22.25 | 9         |
| Bloomington      | \$20.65  | \$20.83  | \$21.46 | 8         |
| Carol Stream     | \$ 17.80 | \$17.80  | \$18.33 | 3         |
| Glendale Heights | \$18.13  | \$19.00  | \$19.91 | 4         |
| Hanover Park     | \$18.83  | \$19.68  | \$20.56 | 6         |
| Oak Brook        | \$18.34  | \$19.16  | \$20.02 | 5         |
| Roselle          | \$15.34  | \$16.34  | \$17.34 | 1         |
| Villa Park       | \$16.71  | \$17.31  | \$17.85 | 2         |

The market survey above shows that the Village's currently ranks 3<sup>rd</sup> lowest of 9 communities who have adopted a fixed (flat) rate program. The median average monthly rate of our comparable DuPage County communities for residential waste hauling is \$20/mo. (\$240/yr.) while the mean average is \$19.84 (\$238/yr.). The Village's proposed 2013 rate of \$18.33/mo. is \$1.48 less than the 2013 mean average and approximately \$1.65 less than the median average of comparable DuPage County communities. Should the proposed 2013 collection rates be approved, it would cost homeowners an additional \$2.20 per billing period throughout 2013 bringing the total cost of general refuse pick up service to \$219.96.

Please include the 2013 residential waste collection rate proposal on the upcoming November 19<sup>th</sup> meeting agenda for consideration by the Village Board.



## **Flood Brothers**

DISPOSAL/RECYCLING SERVICES

17 W. 697 BUTTERFIELD RD., SUITE E OAKBROOK TERRACE, IL 60181  
630.261.0400 FAX: 630.261.0575

November 15, 2012

Dear Mayor Saverino Sr. & the Village Board of Trustees

January 1, 2013 begins the last 2 years of the residential solid waste collection agreement with the Carol Stream community set to officially expire on December 31, 2014. In November of 2010, an amendment to the franchise agreement was reached that froze monthly service rates at the approved 2010 rate of \$17.80 /mo. for both collection years 2011 and 2012. This amendment provided welcome rate relief for many local homeowners who were in the process of recovering their financial health from a very difficult economy. In addition, the amendment also contemplated rate adjustments based on increases in labor cost, disposal (tipping) fees and fuel, the major cost components of this essential public health service.

During the past two collections years, our firm has seen significant increases in both labor rates as well as fuel costs. The approved labor contract with the Union Local 731 has seen wages rates increase 9.9% from \$37.34/hr. in 2010 to \$41.04 in 2012. During this same period, average per gallon diesel prices have skyrocketed 29% from \$2.91/gal. In 2010 to \$4.10 during the peak in 2012. Together these have increased our franchise collection costs by approximately 4.8%. The final two years of the franchise agreement allow for annual rate adjustments using the Chicago land CPI-U inflation index not to exceed 3%. The Chicago land CPI-U for September 2011 was 3.1 and for September 2012 was 1.6.

Flood Brothers proposes an across the board rate adjustment for the 2013 residential collection year of 3% which would increase the monthly billed rate from \$17.80 to \$18.33 and also increase by that same rate all other franchise services including yard waste stickers, bulk item pick-up, special collections (construction-type debris) as well as 95-gal. toter rental service. I have attached the franchise rate sheet detailing waste collection rates for 2011-2014.

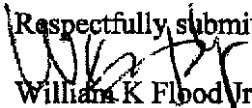
As we approach the upcoming 2013-collection year, one of the goals we would like to work with the Village on is to increase the community's residential recycling rate by 5%, which currently stands at 45% from the last full collection year of 2011. Achieving a fifty percent (50%) waste diversion rate for a residential collection franchise is a rare and notable accomplishment and a credit to the dedication of residents to continue to champion this effort as an important community value. In discussing this goal with the Village, it was suggested that this effort be branded and themed to further enlist the community in this targeted goal. One suggestion for the theme that will be included in disseminated customer education and billing invoices is the 45+5 Recycling Challenge. A conceptual logo that can be used to help brand the challenge is detailed in a separate attachment.



Our continued commitment to community partnership will continue in the coming collection year that will include supporting upcoming Community and Town Center events during the 2013 season and also partnering with both the Village and the Park District programming the April 20<sup>th</sup> Earth Day Recycling Event that we will underwrite the cost for a document shredding vendor.

In closing, we look forward to a very successful service year and ask the Village Board to also consider a five (5) extension to the franchise agreement through 2019.

Respectfully submitted,



William K Flood Jr  
Flood Bros Disposal Co

Cc Robert P. Flood  
Brian J. Flood





# Recycling Challenge

## APPENDIX 4A- PROPOSED

### General Price Sheet Flat Rate Collection Services

Please provide all costs associated with once a week, same day refuse, recycling and yard waste collection services for each year in accordance with the following schedule:

|  | <b>Contract Years</b> |                 |                 |                 |             |
|--|-----------------------|-----------------|-----------------|-----------------|-------------|
|  | <u>2010</u>           | <u>2011</u>     | <u>2012</u>     | <u>2013</u>     | <u>2014</u> |
| <b>Monthly Refuse Costs Per Household:</b> |                       |                 |                 |                 |             |
| Collection, Administration & Profit:       | \$ 10.80              | \$ 10.80        | \$ 10.80        | \$11.10         |             |
| Disposal/Tipping Costs:                    | <u>\$ 7.00</u>        | <u>\$ 7.00</u>  | <u>\$ 7.00</u>  | <u>7.23</u>     |             |
| <b>Total Refuse Collection</b>             | <b>\$ 17.80</b>       | <b>\$ 17.80</b> | <b>\$ 17.80</b> | <b>\$18.33</b>  | <b>CPI</b>  |
| <b>Yard Waste Disposal Stickers:</b>       |                       |                 |                 |                 |             |
| Collection, Administration & Profit:       | \$ 1.15               | \$ 1.20         | \$ 1.20         | \$1.25          |             |
| Disposal/Composting Costs:                 | <u>\$ .75</u>         | <u>\$ .80</u>   | <u>\$ .80</u>   | <u>\$ .80</u>   |             |
| <b>Total Cost of Yard Waste Stickers</b>   | <b>\$ 1.90</b>        | <b>\$ 2.00</b>  | <b>\$ 2.00</b>  | <b>\$2.05</b>   | <b>CPI</b>  |
| <b>Fall Leaf Stickers:</b>                 | <b>\$ .90</b>         | <b>\$ .90</b>   | <b>\$ .90</b>   | <b>\$1.05</b>   | <b>CPI</b>  |
| <b>Bulk Items Exceeding 50 pounds:</b>     | <b>\$ 1.88</b>        | <b>\$ 2.00</b>  | <b>\$ 2.00</b>  | <b>\$2.06</b>   | <b>CPI</b>  |
| <b>Special Collections:</b>                |                       |                 |                 |                 |             |
| Minimum Cubic Yards:                       | 2                     | 2               | 2               | 2               | 2           |
| Collection Charge:                         | \$ 17.58              | \$ 17.58        | \$ 17.58        | \$ 18.10        |             |
| <b>Total Charge Per Cubic Yard</b>         | <b>\$ 8.79</b>        | <b>\$ 8.79</b>  | <b>\$ 8.79</b>  | <b>\$ 9.05</b>  | <b>CPI</b>  |
| <b>White Goods:</b>                        |                       |                 |                 |                 |             |
| W/ Hazardous Components:                   | INC.                  | INC.            | INC.            | FREE            | FREE        |
| W/ Non-Hazardous Components:               | INC.                  | INC.            | INC.            | FREE            | FREE        |
| <b>90 Gallon Refuse Toter Option:</b>      |                       |                 |                 |                 |             |
| Monthly Toter Rental Fee:                  | \$ 1.96               | \$ 1.96         | \$ 1.96         | \$ 2.10         |             |
| Collection, Administration & Profit:       | \$ 7.49               | \$ 7.49         | \$ 7.49         | \$ 7.58         |             |
| Disposal/Tipping Costs:                    | <u>\$ 10.99</u>       | <u>\$ 10.99</u> | <u>\$ 10.99</u> | <u>\$ 11.37</u> |             |
| <b>Total Monthly Cost</b>                  | <b>\$ 20.44</b>       | <b>\$ 20.44</b> | <b>\$ 20.44</b> | <b>\$ 21.05</b> | <b>CPI</b>  |
| <b>90 Gallon Yard Waste Toter Option:</b>  |                       |                 |                 |                 |             |
| Monthly Total Rental Fee:                  | \$ 1.96               | \$ 1.96         | \$ 1.96         | \$ 2.10         |             |
| Collection, Administration & Profit:       | \$ 5.50               | \$ 5.50         | \$ 5.50         | \$ 7.58         |             |
| Disposal/Composting Costs:                 | <u>\$ 12.98</u>       | <u>\$ 12.98</u> | <u>\$ 12.98</u> | <u>\$ 11.37</u> |             |
| <b>Total Monthly Cost</b>                  | <b>\$ 20.44</b>       | <b>\$ 20.44</b> | <b>\$ 20.44</b> | <b>\$ 21.05</b> | <b>CPI</b>  |

**FLOOD BROTHERS LABOR RATES**

|                          | <b>BASE<br/>RATE</b> | <b>BENIFITS</b> | <b>TOTAL<br/>LAB &amp; BEN</b> | <b>FACTOR</b> | <b>AVG<br/>RATE</b> | <b>PERCENT<br/>INCREASE</b> |
|--------------------------|----------------------|-----------------|--------------------------------|---------------|---------------------|-----------------------------|
| <b>CAL YR 2010</b>       |                      |                 |                                |               |                     |                             |
| OCT 09                   | \$27.2200            | \$8.4350        | \$36.6550                      | 25.00%        | \$9.1638            |                             |
| APR 10                   | \$27.7200            | \$8.4350        | \$37.1550                      | 50.00%        | \$18.5775           |                             |
| OCT 10                   | \$28.2700            | \$10.1350       | \$38.4050                      | 25.00%        | \$9.6013            |                             |
| <b>2010 AVERAGE RATE</b> |                      |                 |                                |               | <u>\$37.3425</u>    |                             |
| <b>CAL YR 2011</b>       |                      |                 |                                |               |                     |                             |
| OCT 10                   | \$28.2700            | \$10.1350       | \$38.4050                      | 25.00%        | \$9.6013            |                             |
| APR 11                   | \$28.7700            | \$10.1350       | \$38.9050                      | 50.00%        | \$19.4525           |                             |
| OCT 11                   | \$29.3200            | \$10.9650       | \$40.2850                      | 25.00%        | \$10.0713           |                             |
| <b>2011 AVERAGE RATE</b> |                      |                 |                                |               | <u>\$39.1250</u>    | 4.77%                       |
| <b>CAL YR 2011</b>       |                      |                 |                                |               |                     |                             |
| OCT 11                   | \$29.3200            | \$10.9650       | \$40.2850                      | 25.00%        | \$10.0713           |                             |
| APR 12                   | \$29.8200            | \$10.9650       | \$40.7850                      | 50.00%        | \$20.3925           |                             |
| OCT 12                   | \$30.4200            | \$11.9150       | \$42.3350                      | 25.00%        | \$10.5838           |                             |
| <b>2012 AVERAGE RATE</b> |                      |                 |                                |               | <u>\$41.0475</u>    | 4.91%                       |
| <b>TWO YEAR INCREASE</b> |                      |                 |                                |               |                     | 9.92%                       |

# AGENDA ITEM

J-2 11-19-12

## *Village of Carol Stream* Interdepartmental Memo

**TO:** Joseph E. Breinig, Village Manager  
**FROM:** Jamie Grant, Secretary *JG*  
**DATE:** November 16, 2012  
**RE:** Carol Stream Chamber of Commerce  
Raffle License Application

The Carol Stream Chamber of Commerce is sponsoring their annual Holiday Social in which a raffle drawing will be held on Thursday, December 6, 2012 to raise funds to support the Chamber of Commerce and neighborhood food pantries. They have submitted a Class "B" raffle license application and the required manager's fidelity bond. The aggregate value of the raffle prize totals approximately \$1,350.

Applicant is requesting approval of the Raffle License Application and a fee waiver as indicated in the attached letter request. In accordance with Article 5, Section 10-5-6 of the Village Code, it states, "All raffle license fees waived for non-profit organizations since 1990 shall automatically be waived in subsequent years...".

The raffle license application and required documentation is on file in the Village Clerk's office for your review.

Please place this item on the agenda for review and approval by the Village Board of Trustees at their upcoming Monday, November 19, 2012 meeting.

Thank you.

jg  
Attachment



**CAROL STREAM**  
*Chamber of Commerce*

November 12, 2012

Board of Trustees  
Village of Carol Stream  
500 N. Gary Avenue  
Carol Stream, IL 60188

RE: Carol Stream Chamber of Commerce Raffle  
December 6, 2012

Dear Trustees:

Enclosed please find a Raffle License Application for the Carol Stream Chamber of Commerce for a Raffle drawing to be held on December 6, 2012. This will be in connection with our annual Holiday Social Raffle. We would appreciate if the Village would waive its license fee in connection with the raffle.

We intend to use the proceeds of this raffle to support the Chamber of Commerce and its activities promoting member businesses.

The Village has on file a copy of the Chamber's articles of incorporation. Enclosed please find a copy of our renewal raffle bond.

The Chamber's 2011 Holiday Social netted over \$5,000 for the Chamber, some of which funded scholarships for local students and to support Chamber activities promoting local businesses.

Thank you for your anticipated cooperation and assistance in this matter.

Very truly yours,

Luanne Newman, Executive Director

Village of Carol Stream  
 Schedule of Bills  
 For Village Board Approval on Nov 19 2012

**AGENDA ITEM**

K-1 11-19-12

| <u>Vendor / Description</u>                   | <u>Amount</u>   | <u>Account Number</u> | <u>Account Description</u> | <u>Invoice No.</u> | <u>Purchase Order</u> |
|---|-----------------|-----------------------|----------------------------|--------------------|-----------------------|
| <b>AAA CONCRETE RAISING COMPANY</b>           |                 |                       |                            |                    |                       |
| MUDJACKING SERVICES                           | 2,287.50        | 01670500-52272        | PROPERTY MAINTENANCE       | 1845               | 20130043              |
|   | <u>2,287.50</u> |                       |                            |                    |                       |
| <b>ACCIDENT RECONSTRUCTION JOURNAL</b>        |                 |                       |                            |                    |                       |
| ACCIDENT RECONSTR JOU                         | 89.00           | 01662300-52234        | DUES & SUBSCRIPTIONS       | 2012-2014          |                       |
|   | <u>89.00</u>    |                       |                            |                    |                       |
| <b>ACME AN ITW COMPANY</b>                    |                 |                       |                            |                    |                       |
| STRAPPING FOR SIGNS                           | 390.88          | 01670300-53317        | OPERATING SUPPLIES         | 702099             |                       |
|   | <u>390.88</u>   |                       |                            |                    |                       |
| <b>ADVANTAGE TRAILERS &amp; HITCHES</b>       |                 |                       |                            |                    |                       |
| CONNECTOR                                     | 37.55           | 04201600-53317        | OPERATING SUPPLIES         | 99410              |                       |
|   | <u>37.55</u>    |                       |                            |                    |                       |
| <b>ALPHA BUILDING MAINTENANCE SERVICE INC</b> |                 |                       |                            |                    |                       |
| JANITORIAL SER.10/12                          | 480.00          | 01670100-52276        | JANITORIAL SERVICES        | 13241 VCS          |                       |
| JANITORIAL SER.10/12                          | 950.00          | 01680000-52276        | JANITORIAL SERVICES        | 13241 VCS          |                       |
|   | <u>1,430.00</u> |                       |                            |                    |                       |
| <b>AMERICAN FIRST AID</b>                     |                 |                       |                            |                    |                       |
| RE-STOCK SUPPLIES                             | 33.64           | 01670100-53317        | OPERATING SUPPLIES         | 139086             |                       |
| RE-STOCK SUPPLIES                             | 60.92           | 01650100-53317        | OPERATING SUPPLIES         | 139604             |                       |
| RESTOCK SUPPLIES                              | 29.78           | 01670100-53317        | OPERATING SUPPLIES         | 129438             |                       |
|   | <u>124.34</u>   |                       |                            |                    |                       |
| <b>AMERICAN LEGAL PUBLISHING CORP</b>         |                 |                       |                            |                    |                       |
| INTERNET RENEWAL                              | 52.50           | 01580000-52234        | DUES & SUBSCRIPTIONS       | 88847              |                       |
|   | <u>52.50</u>    |                       |                            |                    |                       |

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on Nov 19 2012**

| <u>Vendor / Description</u>              | <u>Amount</u>    | <u>Account Number</u> | <u>Account Description</u> | <u>Invoice No.</u> | <u>Purchase Order</u> |
|--|------------------|-----------------------|----------------------------|--------------------|-----------------------|
| <b>AMERICAN MESSAGING</b>                |                  |                       |                            |                    |                       |
| SERV FOR OCT/12                          | 6.41             | 01662600-52243        | PAGING                     | U1-113407MJ        |                       |
| SERV FOR OCT/12                          | 6.42             | 01660100-52243        | PAGING                     | U1-113407MJ        |                       |
| SERV FOR OCT/12                          | 19.25            | 01662500-52243        | PAGING                     | U1-113407MJ        |                       |
|  | <u>32.08</u>     |                       |                            |                    |                       |
| <b>AMERICAN PUBLIC WORKS ASSOCIATION</b> |                  |                       |                            |                    |                       |
| MICROPAVER                               | 550.00           | 01622200-52255        | SOFTWARE MAINTENANCE       | 748748             |                       |
|  | <u>550.00</u>    |                       |                            |                    |                       |
| <b>ARTHUR CLESEN INC</b>                 |                  |                       |                            |                    |                       |
| GRASS SEED/BAGS                          | 527.04           | 01670400-53317        | OPERATING SUPPLIES         | 283737             |                       |
|  | <u>527.04</u>    |                       |                            |                    |                       |
| <b>ASHLEY ELECTRIC CO</b>                |                  |                       |                            |                    |                       |
| NORTH GARAGE ELECTRICAL REPR             | 3,790.00         | 01670400-52244        | MAINTENANCE & REPAIR       | 12-07              | 20130077              |
| NORTH GARAGE ELECTRICAL REPR             | 11,850.00        | 01670400-52244        | MAINTENANCE & REPAIR       | 12-06              | 20130077              |
| RPR CONDUITS/CABLES UNDER GRND WIRING    | 1,700.00         | 01670400-53317        | OPERATING SUPPLIES         | 12-05              |                       |
|  | <u>17,340.00</u> |                       |                            |                    |                       |
| <b>ATOMIC TRANSMISSIONS</b>              |                  |                       |                            |                    |                       |
| REBUILD TRANSMISSION                     | 1,685.00         | 01696200-53353        | OUTSOURCING SERVICES       | 95302              |                       |
|  | <u>1,685.00</u>  |                       |                            |                    |                       |
| <b>AUTO TRUCK GROUP</b>                  |                  |                       |                            |                    |                       |
| NW UNMARKED SQUAD 626, LIGHTS SQUAD 627  | 490.00           | 01662700-53350        | SMALL EQUIPMENT EXPENSE    | 1065257            |                       |
| NW UNMARKED SQUAD 626, LIGHTS SQUAD 627  | 2,683.00         | 01662700-53350        | SMALL EQUIPMENT EXPENSE    | 1065257            |                       |
| NW UNMARKED SQUAD 626, LIGHTS SQUAD 627  | 2,683.00         | 01662700-54412        | OTHER EQUIPMENT            | 1065257            |                       |
| NW UNMARKED SQUAD 626, LIGHTS SQUAD 627  | 4,020.00         | 01662700-52212        | AUTO MAINTENANCE & REPAIR  | 1065257            |                       |
| UPFIT FOR 2012 DODGE CHARGER 623         | 1,933.00         | 01662700-53350        | SMALL EQUIPMENT EXPENSE    | 1065254            |                       |
| UPFIT FOR 2012 DODGE CHARGER 623         | 2,064.00         | 01662700-54412        | OTHER EQUIPMENT            | 1065254            |                       |
| UPFIT FOR 2012 DODGE CHARGER 623         | 4,020.00         | 01662700-52212        | AUTO MAINTENANCE & REPAIR  | 1065254            |                       |
|  | <u>17,893.00</u> |                       |                            |                    |                       |

**Village of Carol Stream  
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|--|-----------------|-----------------------|----------------------------|--------------------|-----------------------|
| <b>AW DIRECT</b>                         |                 |                       |                            |                    |                       |
| BATTERY JUMP PACK                        | 175.95          | 01662700-53350        | SMALL EQUIPMENT EXPENSE    | SC09833177         |                       |
|  | <u>175.95</u>   |                       |                            |                    |                       |
| <b>B &amp; F TECHNICAL CODE</b>          |                 |                       |                            |                    |                       |
| PERMIT PLAN REV 720 CENTER AVE           | 392.34          | 01643700-52253        | CONSULTANT                 | 36059              | 20130004              |
| PERMIT PLN RVW 299S SCHMALE              | 1,369.37        | 01643700-52253        | CONSULTANT                 | 35957              | 20130004              |
| PERMIT PLN RVW 520 E NORTH AVE           | 922.34          | 01643700-52253        | CONSULTANT                 | 35964              | 20130004              |
| PLUMBING INSPECTIONS-OCT/12              | 2,444.00        | 01643700-52253        | CONSULTANT                 | 36008              | 20130034              |
|  | <u>5,128.05</u> |                       |                            |                    |                       |
| <b>BARN OWL FEED &amp; GARDEN CENTER</b> |                 |                       |                            |                    |                       |
| SEED-PARK VIEW PR.                       | 64.75           | 01670400-53317        | OPERATING SUPPLIES         | 132478             |                       |
|  | <u>64.75</u>    |                       |                            |                    |                       |
| <b>BASIC IRRIGATION SERVICES INC</b>     |                 |                       |                            |                    |                       |
| WINTERIZE FOUNT TC                       | 570.00          | 01670600-52272        | PROPERTY MAINTENANCE       | 17054              |                       |
| WINTERIZE TC                             | 495.00          | 01670600-52272        | PROPERTY MAINTENANCE       | 17053              |                       |
| WINTERIZE TC POND                        | 360.00          | 01670600-52272        | PROPERTY MAINTENANCE       | 17052              |                       |
|  | <u>1,425.00</u> |                       |                            |                    |                       |
| <b>BATTERY SERVICE CORPORATION</b>       |                 |                       |                            |                    |                       |
| 4 BATTERIES                              | 350.00          | 01696200-53354        | PARTS PURCHASED            | 225806             |                       |
| BATTERY                                  | 55.50           | 01696200-53354        | PARTS PURCHASED            | 226232             |                       |
| EDGE FLAT PLATE                          | 139.95          | 01696200-53354        | PARTS PURCHASED            | 226230             |                       |
|  | <u>545.45</u>   |                       |                            |                    |                       |
| <b>BHFX DIGITAL IMAGING</b>              |                 |                       |                            |                    |                       |
| GLOSSY PHOTO PAPER                       | 257.20          | 01620100-53317        | OPERATING SUPPLIES         | 100699             |                       |
| SERVICE OF 1050 HP                       | 195.00          | 01620100-52226        | OFFICE EQUIPMENT MAINTENAN | 9/28/12            |                       |
|  | <u>452.20</u>   |                       |                            |                    |                       |



**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on Nov 19 2012**

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|--|-----------------|-----------------------|------------------------------|----------------------|-----------------------|
| <b>BOATERS PLUS</b>                      |                 |                       |                              |                      |                       |
| LIFEJACKETS-AERATORS                     | 143.64          | 01670600-53317        | OPERATING SUPPLIES           | 22078`               |                       |
|  | <u>143.64</u>   |                       |                              |                      |                       |
| <b>BRACING SYSTEMS</b>                   |                 |                       |                              |                      |                       |
| PAINT SPRAYER                            | 34.95           | 01670300-53317        | OPERATING SUPPLIES           | 199121-1             |                       |
|  | <u>34.95</u>    |                       |                              |                      |                       |
| <b>C S CHAMBER OF COMMERCE</b>           |                 |                       |                              |                      |                       |
| CHAMBER MEETING-OAKLEY                   | 10.00           | 01650100-52222        | MEETINGS                     | 10/17/12             |                       |
|  | <u>10.00</u>    |                       |                              |                      |                       |
| <b>C S FIRE PROTECTION DISTRICT</b>      |                 |                       |                              |                      |                       |
| PERMITS-OCTOBER 2012                     | 1,700.00        | 01-24416              | DEPOSIT-FIRE DISTRICT PERMIT | OCT/12 PERMITS       |                       |
|  | <u>1,700.00</u> |                       |                              |                      |                       |
| <b>C S PARK DISTRICT</b>                 |                 |                       |                              |                      |                       |
| DEVELOPER DONATIONS OCTOBER 2012         | 8,115.00        | 01-24403              | DEPOSIT-PARK DIST DEV CONTRB | DEV DONATIONS OCT/12 |                       |
|  | <u>8,115.00</u> |                       |                              |                      |                       |
| <b>C S PUBLIC LIBRARY</b>                |                 |                       |                              |                      |                       |
| DEVELOPER DONATION OCTOBER 2012          | 889.23          | 01-24401              | DEPOSIT-LIBRARY DEVEL CONTRB | OCT/12 DONATIONS     |                       |
|  | <u>889.23</u>   |                       |                              |                      |                       |
| <b>CARLSONS PAINT &amp; ART SUPPLIES</b> |                 |                       |                              |                      |                       |
| WINDOW REPAIR                            | 188.00          | 01670400-52244        | MAINTENANCE & REPAIR         | 112164               |                       |
|  | <u>188.00</u>   |                       |                              |                      |                       |
| <b>CAROL STREAM LAWN &amp; POWER</b>     |                 |                       |                              |                      |                       |
| FUEL MIX                                 | 31.92           | 04201600-53317        | OPERATING SUPPLIES           | 309890               |                       |
|  | <u>31.92</u>    |                       |                              |                      |                       |

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|-----------------------------|-----------------|-----------------------|----------------------------|--------------------|-----------------------|
| <b>CARQUEST AUTO PARTS</b>  |                 |                       |                            |                    |                       |
| ABS SENSOR                  | 32.92           | 01696200-53354        | PARTS PURCHASED            | 2420-252690        |                       |
| AUTO BATTERY                | 213.52          | 01696200-53354        | PARTS PURCHASED            | 2420-251729        |                       |
| BATTERY CORE-RTN            | -34.00          | 01696200-53354        | PARTS PURCHASED            | 2420-251745        |                       |
| BRAKE CHAMBER               | 89.80           | 01696200-53354        | PARTS PURCHASED            | 2420-251634        |                       |
| BRAKE CHAMBER               | 89.80           | 01696200-53354        | PARTS PURCHASED            | 2420-253752        |                       |
| BRAKE CHAMBER               | 179.60          | 01696200-53354        | PARTS PURCHASED            | 2420-253753        |                       |
| BRAKE PADS & ROTORS         | 141.68          | 01696200-53354        | PARTS PURCHASED            | 2420-25204         |                       |
| GLOVES                      | 39.69           | 01696200-53317        | OPERATING SUPPLIES         | 2420-253984        |                       |
| HALOGEN LIGHT               | 23.07           | 01696200-53354        | PARTS PURCHASED            | 2420-252115        |                       |
| HUB ASSEMBLY                | 104.38          | 01696200-53354        | PARTS PURCHASED            | 2420-254037        |                       |
| MIRRORS                     | 11.00           | 01696200-53354        | PARTS PURCHASED            | 2420-253732        |                       |
| OIL & AIR FILTER            | 12.49           | 01696200-53354        | PARTS PURCHASED            | 2420-253754        |                       |
| OIL & AIR FILTER RTND       | -12.49          | 01696200-53354        | PARTS PURCHASED            | 2420-253846        |                       |
| OIL FILTER                  | 13.09           | 01696200-53354        | PARTS PURCHASED            | 2420-254086        |                       |
| OIL FILTERS                 | 20.70           | 01696200-53354        | PARTS PURCHASED            | 2420-252224        |                       |
| OIL FILTERS                 | 24.20           | 01696200-53354        | PARTS PURCHASED            | 2420-252033        |                       |
| OIL FILTERS                 | 26.18           | 01696200-53354        | PARTS PURCHASED            | 2420-254129        |                       |
| OIL FILTERS                 | 52.36           | 01696200-53354        | PARTS PURCHASED            | 2420-253312        |                       |
| PARTS                       | 5.58            | 01696200-53354        | PARTS PURCHASED            | 2420-252154        |                       |
| SPARK PLUGS & FILTERS       | 49.76           | 01696200-53354        | PARTS PURCHASED            | 2420-253487        |                       |
| SPLICE TERMINAL             | 5.42            | 01696200-53317        | OPERATING SUPPLIES         | 2420-252518        |                       |
| SUBMERSIBLE TRL KIT         | 51.84           | 01696200-53354        | PARTS PURCHASED            | 2420-252623        |                       |
| TRANS & OIL FILTER          | 67.17           | 01696200-53354        | PARTS PURCHASED            | 2420-253790        |                       |
| TRANS & OIL FILTERS         | 229.84          | 01696200-53354        | PARTS PURCHASED            | 2420-253316        |                       |
|                             | <b>1,437.60</b> |                       |                            |                    |                       |
| <b>CARSON PIRIE SCOTT</b>   |                 |                       |                            |                    |                       |
| CLOTH ALLOW - WALKER        | 73.98           | 01664700-53324        | UNIFORMS                   | 814936             |                       |
|                             | <b>73.98</b>    |                       |                            |                    |                       |

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|--|-------------------|-----------------------|----------------------------|--------------------|-----------------------|
| <b>CARYL REBHOLZ</b>                   |                   |                       |                            |                    |                       |
| REIMB FOR TRAVEL                       | 156.50            | 01600000-52223        | TRAINING                   | IPELRA 10/21-24    |                       |
|  | <u>156.50</u>     |                       |                            |                    |                       |
| <b>CDS OFFICE TECHNOLOGIES</b>         |                   |                       |                            |                    |                       |
| GPS ANTENNAS FOR PATR                  | 462.00            | 01662700-53350        | SMALL EQUIPMENT EXPENSE    | INV0719756         |                       |
|  | <u>462.00</u>     |                       |                            |                    |                       |
| <b>CH2MHILL OMI</b>                    |                   |                       |                            |                    |                       |
| WRC MONTHLY OPERATIONS-DECEMBER/12     | 126,828.50        | 04101100-52262        | WRC CONTRACT               | 55249-DEC          | 20130024              |
| WRC MONTHLY OPERATIONS-NOV/12          | 126,828.50        | 04101100-52262        | WRC CONTRACT               | 55049-NOV          | 20130024              |
|  | <u>253,657.00</u> |                       |                            |                    |                       |
| <b>CHEAPER THAN DIRT</b>               |                   |                       |                            |                    |                       |
| PROMAG SIG SAUER MAGA                  | 200.05            | 01662700-53317        | OPERATING SUPPLIES         | 10809290           |                       |
|  | <u>200.05</u>     |                       |                            |                    |                       |
| <b>CHEM CARE INC</b>                   |                   |                       |                            |                    |                       |
| PAPER SUPPLIES                         | 210.00            | 01670100-53317        | OPERATING SUPPLIES         | 36085              |                       |
|  | <u>210.00</u>     |                       |                            |                    |                       |
| <b>CHICAGO INTERNATIONAL TRUCK LLC</b> |                   |                       |                            |                    |                       |
| PARTS                                  | 59.57             | 01696200-53354        | PARTS PURCHASED            | 16066914           |                       |
| PIPE & CLAMP                           | 157.71            | 01696200-53354        | PARTS PURCHASED            | 16065533           |                       |
|  | <u>217.28</u>     |                       |                            |                    |                       |
| <b>CHICAGO MICRO</b>                   |                   |                       |                            |                    |                       |
| FIREWALL INSTALL                       | 675.00            | 01652800-52253        | CONSULTANT                 | 58801              |                       |
| HARD DRIVES-SURVEILLA                  | 518.76            | 01652800-53317        | OPERATING SUPPLIES         | 59778              |                       |
| REPLACE UPS-SERVER RM                  | 1,197.60          | 01652800-54412        | OTHER EQUIPMENT            | 59510              |                       |
| SUPPORT AGR-FIREWALL                   | 147.78            | 01652800-52255        | SOFTWARE MAINTENANCE       | 58792              |                       |
| VPN APPLIANCE-REMOTE                   | 851.67            | 01652800-52255        | SOFTWARE MAINTENANCE       | 58670              |                       |
|  | <u>3,390.81</u>   |                       |                            |                    |                       |

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|---|-----------------|-----------------------|----------------------------|--------------------|-----------------------|
| <b>CHICAGO PARTS AND SOUND</b>                  |                 |                       |                            |                    |                       |
| MOTOR & FAN ASY                                 | 397.84          | 01696200-53354        | PARTS PURCHASED            | 477860             |                       |
|   | <u>397.84</u>   |                       |                            |                    |                       |
| <b>CHOICE OFFICE EQUIPMENT AND SUPPLIES INC</b> |                 |                       |                            |                    |                       |
| METER MTC COPIER CS-255 FEB/12                  | 12.23           | 04101100-52231        | COPY EXPENSE               | 120250             |                       |
| SERV /SUPPLIES COPIER CS255 PWKS SEPT/12        | 36.75           | 04101100-52231        | COPY EXPENSE               | 100393s            |                       |
|   | <u>48.98</u>    |                       |                            |                    |                       |
| <b>CHRISTOPHER B BURKE ENGR LTD</b>             |                 |                       |                            |                    |                       |
| STM WTR MGMT PK DIST BRIDGE 9/30- 10/27 20      | 1,211.00        | 01621900-52253        | CONSULTANT                 | 108297             |                       |
| STMWTR MGMT CAPUTO'S 9/30- 10/27/12             | 3,970.00        | 01621900-52253        | CONSULTANT                 | 108298             |                       |
| STRM WTR MGMT 175 MECEDES 9/30-10/27 20         | 1,316.24        | 01621900-52253        | CONSULTANT                 | 108308             |                       |
| WEED CONTRL & SITE MONITORING 9/30- 10/27       | 829.88          | 01621300-52253        | CONSULTANT                 | 108248             | 20130011              |
|   | <u>7,327.12</u> |                       |                            |                    |                       |
| <b>CLARK BAIRD SMITH LLP</b>                    |                 |                       |                            |                    |                       |
| SERV FOR OCTOBER 2012                           | 1,181.25        | 01570000-52238        | LEGAL FEES                 | 2628               |                       |
|   | <u>1,181.25</u> |                       |                            |                    |                       |
| <b>COLLEGE OF DUPAGE</b>                        |                 |                       |                            |                    |                       |
| 04/01/12-10/22/12 CLASSES                       | 115.00          | 01662400-52223        | TRAINING                   | 2876               |                       |
| 04/01/12-10/22/12 CLASSES                       | 850.00          | 01662700-52223        | TRAINING                   | 2876               |                       |
|   | <u>965.00</u>   |                       |                            |                    |                       |
| <b>COMED</b>                                    |                 |                       |                            |                    |                       |
| SERV FRM 10/10 - 11/8 2012                      | 24.71           | 01670600-52248        | ELECTRICITY                | 6827721000NOV/12   |                       |
|   | <u>24.71</u>    |                       |                            |                    |                       |
| <b>COMMUNITY CONSOLIDATED SCHOOL #93</b>        |                 |                       |                            |                    |                       |
| DONATIONS OCTOBER 2012                          | 1,770.00        | 01-24411              | DEPOSIT SCHOOL D93 CASH    | DONATIONS OCT/12   |                       |
|   | <u>1,770.00</u> |                       |                            |                    |                       |

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|--|---------------|-----------------------|------------------------------|--------------------|-----------------------|
| <b>CONCEPT WIRELESS COMMUNICATIONS INC</b> |               |                       |                              |                    |                       |
| ANTENNAS TRK#20,52,53                      | 249.96        | 01696200-53353        | OUTSOURCING SERVICES         | 154307             |                       |
|  | <u>249.96</u> |                       |                              |                    |                       |
| <b>DAILY HERALD</b>                        |               |                       |                              |                    |                       |
| BOILER                                     | 39.10         | 01580000-52240        | PUBLIC NOTICES/INFORMATION   | T4314921           |                       |
| PAVEMENT PATCH                             | 79.35         | 01580000-52240        | PUBLIC NOTICES/INFORMATION   | T4315019           |                       |
| TREE TRIM                                  | 92.00         | 01580000-52240        | PUBLIC NOTICES/INFORMATION   | T4314917           |                       |
|  | <u>210.45</u> |                       |                              |                    |                       |
| <b>DAVID G BAKER</b>                       |               |                       |                              |                    |                       |
| VLG BOARD MTG TELECAST 11/5/12             | 105.00        | 01650100-52253        | CONSULTANT                   | 110512             |                       |
|  | <u>105.00</u> |                       |                              |                    |                       |
| <b>DELUXE TOWING</b>                       |               |                       |                              |                    |                       |
| TOW CHARGES                                | 20.00         | 01662300-53317        | OPERATING SUPPLIES           | 75250              |                       |
| TOW CHARGES                                | 20.00         | 01662300-53317        | OPERATING SUPPLIES           | 75666              |                       |
| TOW CHARGES                                | 20.00         | 01662300-53317        | OPERATING SUPPLIES           | 75917              |                       |
| TOW CHARGES                                | 20.00         | 01662300-53317        | OPERATING SUPPLIES           | 76062              |                       |
| TOWED 681                                  | 20.00         | 01662700-52212        | AUTO MAINTENANCE & REPAIR    | 76424              |                       |
|  | <u>100.00</u> |                       |                              |                    |                       |
| <b>DIRECTECH SOLUTIONS INC</b>             |               |                       |                              |                    |                       |
| TONER SPARE COPIER                         | 9.00          | 01662700-52226        | OFFICE EQUIPMENT MAINTENANCE | 11771              |                       |
|  | <u>9.00</u>   |                       |                              |                    |                       |
| <b>DOLLAR GENERAL</b>                      |               |                       |                              |                    |                       |
| LOBBY DISPLAY                              | 2.00          | 01664700-53325        | COMMUNITY RELATIONS          | 68983130           |                       |
|  | <u>2.00</u>   |                       |                              |                    |                       |

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| <b>DUPAGE AUTO BATH</b>                        |                 |                       |                            |                    |                       |
| ADMIN-CAR WSH SEPT                             | 27.64           | 01660100-52212        | AUTO MAINTENANCE & REPAIR  | OCT1 2012          |                       |
| DETECT-CAR WSH SEPT                            | 15.75           | 01662400-52212        | AUTO MAINTENANCE & REPAIR  | OCT1 2012          |                       |
| PATROL- CAR WSH SEPT                           | 456.42          | 01662700-52212        | AUTO MAINTENANCE & REPAIR  | OCT1 2012          |                       |
| SOU-CAR WSH SEPT                               | 24.00           | 01664700-52212        | AUTO MAINTENANCE & REPAIR  | OCT1 2012          |                       |
|  | <b>523.81</b>   |                       |                            |                    |                       |
| <b>DUPAGE COUNTY</b>                           |                 |                       |                            |                    |                       |
| DATA PROCESS POLICE OCT/12                     | 250.00          | 01662600-52247        | DATA PROCESSING            | 1381               |                       |
| DATA PROCESS POLICE SEPT/12                    | 250.00          | 01662600-52247        | DATA PROCESSING            | 1291               |                       |
| PERMIT STR CLOSER HYDR RPLMNT COUNTY FRM       | 100.00          | 04201600-52244        | MAINTENANCE & REPAIR       | AP120693           |                       |
|  | <b>600.00</b>   |                       |                            |                    |                       |
| <b>DUPAGE COUNTY ANIMAL CARE &amp; CONTROL</b> |                 |                       |                            |                    |                       |
| ANIMAL IMPOUND-JUL/12                          | 140.00          | 01660100-52249        | ANIMAL CONTROL             | 326-18392          |                       |
|  | <b>140.00</b>   |                       |                            |                    |                       |
| <b>DUPAGE COUNTY RECORDER</b>                  |                 |                       |                            |                    |                       |
| WEED LIENS 594 APPALOOSA                       | 9.00            | 01580000-52233        | RECORDING FEES             | 201210190283       |                       |
| WEED LIENS 616 CHESTNUT                        | 8.00            | 01580000-52233        | RECORDING FEES             | 201210290303       |                       |
| WEED LIENS 882 PONTIAC                         | 8.00            | 01580000-52233        | RECORDING FEES             | 201210090306       |                       |
|  | <b>25.00</b>    |                       |                            |                    |                       |
| <b>ELECTRICAL CONTRACTORS INC</b>              |                 |                       |                            |                    |                       |
| GATE REPAIR                                    | 203.00          | 01670400-52244        | MAINTENANCE & REPAIR       | 58734              |                       |
| GATE REPAIR                                    | 532.00          | 01670400-52244        | MAINTENANCE & REPAIR       | 58548A             |                       |
|  | <b>735.00</b>   |                       |                            |                    |                       |
| <b>ERYOPS BODYCRAFT INC</b>                    |                 |                       |                            |                    |                       |
| REPAIR OF TRAFFIC SQUAD 697                    | 1,140.32        | 01662300-52212        | AUTO MAINTENANCE & REPAIR  | 5328               |                       |
|  | <b>1,140.32</b> |                       |                            |                    |                       |

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|---|-----------------|-----------------------|----------------------------|--------------------|-----------------------|
| <b>EXAMINER PUBLICATIONS INC</b>                    |                 |                       |                            |                    |                       |
| PUBLIC HEARING NOTICE                               | 62.00           | 01580000-52240        | PUBLIC NOTICES/INFORMATION | 28920              |                       |
|   | <u>62.00</u>    |                       |                            |                    |                       |
| <b>FASTENAL INDUSTRIAL &amp; CONSTRUCTION SUPPL</b> |                 |                       |                            |                    |                       |
| MARKING PAINT                                       | 160.97          | 01670300-53317        | OPERATING SUPPLIES         | ILHANI7209         |                       |
|   | <u>160.97</u>   |                       |                            |                    |                       |
| <b>FEDEX</b>  |                 |                       |                            |                    |                       |
| LRG FORMAT DOC PRINTS                               | 4.67            | 01620100-53315        | PRINTED MATERIALS          | 36220048098        |                       |
| LRG FORMAT DOC PRINTS                               | 7.42            | 01620100-53315        | PRINTED MATERIALS          | 36220037322        |                       |
| LRG FORMAT DOC PRINTS                               | 7.42            | 01620100-53315        | PRINTED MATERIALS          | 36220038516        |                       |
| LRG FORMAT DOC PRINTS                               | 8.10            | 01620100-53315        | PRINTED MATERIALS          | 36220048190        |                       |
|   | <u>27.61</u>    |                       |                            |                    |                       |
| <b>FEECE OIL CO</b>                                 |                 |                       |                            |                    |                       |
| RECONDITIONED DRUM                                  | 46.02           | 01670400-53317        | OPERATING SUPPLIES         | 1248271            |                       |
|   | <u>46.02</u>    |                       |                            |                    |                       |
| <b>FLOLO CORPORATION</b>                            |                 |                       |                            |                    |                       |
| VIBRATION TEST 9/12                                 | 300.00          | 04201600-52244        | MAINTENANCE & REPAIR       | 089887             |                       |
|   | <u>300.00</u>   |                       |                            |                    |                       |
| <b>FLOOD BROTHERS DISPOSAL</b>                      |                 |                       |                            |                    |                       |
| LEAF AND YARDWASTE STICKERS                         | 1,000.00        | 01-14120              | YARD WASTE STICKERS        | 2712722            |                       |
| LEAF AND YARDWASTE STICKERS                         | 2,000.00        | 01-14121              | LEAF COLLECTION STICKERS   | 2712722            |                       |
|   | <u>3,000.00</u> |                       |                            |                    |                       |
| <b>GAS PURCHASES-MASTERCARD</b>                     |                 |                       |                            |                    |                       |
| FUEL-HOPPENSHEDT IPSI                               | 37.82           | 04200100-52223        | TRAINING                   | 10/07/12           |                       |
| HOPPENSTEDT IPSF TRNG                               | 40.73           | 04200100-52223        | TRAINING                   | 10/12/12           |                       |
|   | <u>78.55</u>    |                       |                            |                    |                       |

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|----------------------------------|-----------------|-----------------------|------------------------------|--------------------|-----------------------|
| <b>GLEN ELLYN DISTRICT #41</b>   |                 |                       |                              |                    |                       |
| DONATIONS OCTOBER 2012           | 3,677.00        | 01-24417              | DEPOSIT-SCHOOL #41           | OCT/12 DONATIONS   |                       |
|                                  | <u>3,677.00</u> |                       |                              |                    |                       |
| <b>GLEN ELLYN PARK DISTRICT</b>  |                 |                       |                              |                    |                       |
| DONATIONS OCTOBER 2012           | 5,382.52        | 01-24403              | DEPOSIT-PARK DIST DEV CONTRB | OCT/12 DONATIONS   |                       |
|                                  | <u>5,382.52</u> |                       |                              |                    |                       |
| <b>GLENBARD NORTH HIGH #87</b>   |                 |                       |                              |                    |                       |
| DONATIONS OCTOBER 2012           | 1,530.00        | 01-24408              | DEPOSIT SCHOOL 87 CASH       | OCT/12 DONATIONS   |                       |
|                                  | <u>1,530.00</u> |                       |                              |                    |                       |
| <b>GLOBAL INDUSTRIAL</b>         |                 |                       |                              |                    |                       |
| PLAN HOLDERS                     | 1,000.00        | 04100100-53350        | SMALL EQUIPMENT EXPENSE      | 5765807            |                       |
| PLAN HOLDERS                     | 1,023.00        | 04200100-53350        | SMALL EQUIPMENT EXPENSE      | 5765807            |                       |
|                                  | <u>2,023.00</u> |                       |                              |                    |                       |
| <b>GOLF &amp; BUSSE TOWING</b>   |                 |                       |                              |                    |                       |
| TOW/RECOV CHRGR                  | 135.00          | 01662300-53317        | OPERATING SUPPLIES           | 21847              |                       |
|                                  | <u>135.00</u>   |                       |                              |                    |                       |
| <b>GORDON FLESCH COMPANY INC</b> |                 |                       |                              |                    |                       |
| COPIER MTC 8/16-9/17             | 134.77          | 01662600-52226        | OFFICE EQUIPMENT MAINTENAN   | GN10138879         |                       |
|                                  | <u>134.77</u>   |                       |                              |                    |                       |
| <b>GRAINGER</b>                  |                 |                       |                              |                    |                       |
| CITIZEN CORP GRANT               | 154.13          | 01664700-53325        | COMMUNITY RELATIONS          | 9950624834         |                       |
|                                  | <u>154.13</u>   |                       |                              |                    |                       |



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|---------------------------------------|-----------------|-----------------------|----------------------------|--------------------|-----------------------|
| <b>GREEN TEE LAWN CARE</b>            |                 |                       |                            |                    |                       |
| 500 N GARY AVE                        | 55.00           | 01670400-52272        | PROPERTY MAINTENANCE       | 453460-1           |                       |
| 500 N GARY AVE LAWN CARE              | -16.00          | 01670400-52272        | PROPERTY MAINTENANCE       | 453460CR           |                       |
| GARY & ST CHARLES, DAY LILY PK        | 71.00           | 01670400-52272        | PROPERTY MAINTENANCE       | 453459-1           |                       |
| GARY, ST CHARLES & DAY LILY PK        | 71.00           | 01670400-52272        | PROPERTY MAINTENANCE       | 453459-2           |                       |
| LAWN SERVICE                          | 396.00          | 01670400-52272        | PROPERTY MAINTENANCE       | 453471             |                       |
| LAWN SRV 110 LIES                     | 346.00          | 01670400-52272        | PROPERTY MAINTENANCE       | 453472             |                       |
| LAWN SRV NORTH AVE                    | 902.00          | 01670400-52272        | PROPERTY MAINTENANCE       | 453435             |                       |
|                                       | <b>1,825.00</b> |                       |                            |                    |                       |
| <b>H &amp; H ELECTRIC COMPANY</b>     |                 |                       |                            |                    |                       |
| ST LIGHT POLE RPLMNT RPR 8/23/12      | 469.15          | 01670300-52271        | STREET LIGHT MAINTENANCE   | 20418              |                       |
| STREET LIGHT POLE REPLMNT 230 LIES RD | 3,828.72        | 01670300-52271        | STREET LIGHT MAINTENANCE   | 20527              |                       |
|                                       | <b>4,297.87</b> |                       |                            |                    |                       |
| <b>HALLORAN &amp; YAUCH INC</b>       |                 |                       |                            |                    |                       |
| IRRIGATION SYSTM T/O FOUNTAIN         | 420.00          | 01680000-52244        | MAINTENANCE & REPAIR       | 49187              |                       |
| IRRIGATION T/O TC FOUNTAIN            | 220.00          | 01680000-52244        | MAINTENANCE & REPAIR       | 49188              |                       |
|                                       | <b>640.00</b>   |                       |                            |                    |                       |
| <b>HBK WATER METER SERVICE INC</b>    |                 |                       |                            |                    |                       |
| MTR TEST 330 ARMY TRL                 | 122.00          | 04201400-52282        | METER MAINTENANCE          | 12-481             |                       |
| MTR TEST 535 THORNHIL                 | 217.25          | 04201400-52282        | METER MAINTENANCE          | 12-471             |                       |
|                                       | <b>339.25</b>   |                       |                            |                    |                       |
| <b>HD SUPPLY WATERWORKS</b>           |                 |                       |                            |                    |                       |
| 2 VALVE BOX RISERS                    | 145.25          | 04201600-53317        | OPERATING SUPPLIES         | 5464778            |                       |
| CTY FARM HYDRANT                      | 2,240.00        | 04201600-53317        | OPERATING SUPPLIES         | 5494618            |                       |
| HYDR REPCMT N.AVE PRT                 | 645.15          | 04201600-53317        | OPERATING SUPPLIES         | 5548146            |                       |
| METER COUPLINGS                       | 320.00          | 04201400-53333        | NEW METERS                 | 5497539            |                       |
| US PIPE HYDRANT RPR                   | 215.82          | 04201600-53317        | OPERATING SUPPLIES         | 5508822            |                       |
| YARD HYDRANT PARTS                    | 120.00          | 04201600-53317        | OPERATING SUPPLIES         | 5498428            |                       |
|                                       | <b>3,686.22</b> |                       |                            |                    |                       |

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| <b>HOLSTEIN'S GARAGE</b>                   |                 |                       |                            |                    |                       |
| TRK SAFETY INSPECT'S                       | 406.00          | 01696200-53353        | OUTSOURCING SERVICES       | 4356               |                       |
|  | <b>406.00</b>   |                       |                            |                    |                       |
| <b>HOME DEPOT</b>                          |                 |                       |                            |                    |                       |
| BATTERIES & PIPE FTGS                      | 48.35           | 04201600-53317        | OPERATING SUPPLIES         | 01-38495           |                       |
| CONCRETE MIX                               | 299.52          | 01670600-52244        | MAINTENANCE & REPAIR       | 20-31755           |                       |
| FORM CONCRETE                              | 12.86           | 01670500-53317        | OPERATING SUPPLIES         | 02-88456           |                       |
| MISC. SUPPLIES                             | 50.23           | 04201600-53317        | OPERATING SUPPLIES         | 02-91120           |                       |
| MISC. SUPPLIES                             | 63.76           | 04201600-53317        | OPERATING SUPPLIES         | 01-40152           |                       |
| TOOLS-TORCHES                              | 76.88           | 04201600-53316        | TOOLS                      | 02-93704           |                       |
| WELL 6 GATE RPR                            | 14.58           | 04201600-53317        | OPERATING SUPPLIES         | 02-55505           |                       |
|  | <b>566.18</b>   |                       |                            |                    |                       |
| <b>HOTELS-MASTERCARD</b>                   |                 |                       |                            |                    |                       |
| CLUEVER/STAFIEJ IACP                       | 560.66          | 01662700-52223        | TRAINING                   | 227318648011       |                       |
| IATAI-CLUEVER KALINOW                      | 313.60          | 01662300-52223        | TRAINING                   | 82412501           |                       |
| IPSI TRNG HOPPENSTEDT                      | 439.55          | 04200100-52223        | TRAINING                   | 3480232794         |                       |
| REBHOLZ-IPELRA TRNG                        | 178.95          | 01600000-52223        | TRAINING                   | 68P1C6             |                       |
| WELLS-NWU                                  | 618.60          | 01662700-52223        | TRAINING                   | 350780 B           |                       |
|  | <b>2,111.36</b> |                       |                            |                    |                       |
| <b>HOVING CLEAN SWEEP LLC</b>              |                 |                       |                            |                    |                       |
| STREET SWEEPING-OCT/12                     | 8,085.00        | 01670600-52272        | PROPERTY MAINTENANCE       | 6425               | 20130014              |
|  | <b>8,085.00</b> |                       |                            |                    |                       |
| <b>HOVING PIT STOP</b>                     |                 |                       |                            |                    |                       |
| PORT-O-POTTY 7/13/12                       | 200.00          | 01750000-52291        | MISC EVENTS/ACTIVITIES     | 56462              |                       |
|  | <b>200.00</b>   |                       |                            |                    |                       |
| <b>IPELRA</b>                              |                 |                       |                            |                    |                       |
| CARYL REBHOLZ REGIS FOR YR END LABOR RELAT | 55.00           | 01600000-52228        | PERSONNEL HIRING           | DEC 13 UPD TRNG    |                       |
|  | <b>55.00</b>    |                       |                            |                    |                       |

**Village of Carol Stream  
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| <u>Vendor / Description</u>                     | <u>Amount</u>    | <u>Account Number</u> | <u>Account Description</u> | <u>Invoice No.</u> | <u>Purchase Order</u> |
|---|------------------|-----------------------|----------------------------|--------------------|-----------------------|
| <b>I R M A</b>                                  |                  |                       |                            |                    |                       |
| IAPD PWKS TRNG MOZALEWSKI, BAVUSO 8/29 &        | 220.00           | 01670100-52223        | TRAINING                   | 8466               |                       |
| OCTOBER MONTHLY DEDUCTIBLE                      | 5,071.59         | 01650100-52215        | INSURANCE DEDUCTIBLES      | 11930              |                       |
| OCTOBER OPTIONAL DEDUCTIBLE                     | 6,240.61         | 01650100-52215        | INSURANCE DEDUCTIBLES      | 11905              |                       |
|   | <u>11,532.20</u> |                       |                            |                    |                       |
| <b>ILL ASSN OF PROPERTY &amp; EVIDENCE MGRS</b> |                  |                       |                            |                    |                       |
| IAPM MEMB-DUMOULIN                              | 25.00            | 01662400-52234        | DUES & SUBSCRIPTIONS       | 8988               |                       |
|   | <u>25.00</u>     |                       |                            |                    |                       |
| <b>ILLINI POWER PRODUCTS</b>                    |                  |                       |                            |                    |                       |
| GENERATOR SRV FULLERT                           | 450.65           | 04201600-52244        | MAINTENANCE & REPAIR       | 118996             |                       |
|   | <u>450.65</u>    |                       |                            |                    |                       |
| <b>ILLINOIS CITY COUNTY MANAGEMENT ASSN</b>     |                  |                       |                            |                    |                       |
| ILCMA SEMR BREINIG                              | 50.00            | 01590000-52222        | MEETINGS                   | NOV 15 2012        |                       |
|   | <u>50.00</u>     |                       |                            |                    |                       |
| <b>ILLINOIS SECRETARY OF STATE</b>              |                  |                       |                            |                    |                       |
| 687 REGIST RNWL                                 | 101.07           | 01660100-52212        | AUTO MAINTENANCE & REPAIR  | 10/05/12           |                       |
| ADDITIONALTITLE FEES                            | 10.65            | 01662700-52212        | AUTO MAINTENANCE & REPAIR  | 09/15/2012         |                       |
|   | <u>111.72</u>    |                       |                            |                    |                       |
| <b>ILLINOIS TACTICAL OFFICERS ASSN</b>          |                  |                       |                            |                    |                       |
| ITOA CONF. BABOR                                | 275.00           | 01662700-52223        | TRAINING                   | 3846               |                       |
| ITOA CONF. BULLERI                              | 275.00           | 01662700-52223        | TRAINING                   | 3845               |                       |
| ITOA CONF. SCHNEIDER                            | 275.00           | 01662700-52223        | TRAINING                   | 3844               |                       |
| ITOA CONF. WALKER                               | 275.00           | 01662700-52223        | TRAINING                   | 3847               |                       |
|   | <u>1,100.00</u>  |                       |                            |                    |                       |

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|--|-----------------|-----------------------|----------------------------|--------------------|-----------------------|
| <b>INTERNET PURCHASE MASTERCARD</b>    |                 |                       |                            |                    |                       |
| CALENDAR                               | 44.49           | 01670100-53314        | OFFICE SUPPLIES            | 094352343          |                       |
| DIGITAL CAMERAS                        | 354.96          | 01662700-53350        | SMALL EQUIPMENT EXPENSE    | 5685013            |                       |
| DROP BX/LOCK                           | 37.94           | 01670100-53317        | OPERATING SUPPLIES         | 2539436            |                       |
| FLASHLIGHTS/WANDS                      | 462.65          | 01662700-53350        | SMALL EQUIPMENT EXPENSE    | 6088218            |                       |
| RANGE SUPPLIES                         | 32.08           | 01662700-53317        | OPERATING SUPPLIES         | 100011844          |                       |
| ROPE FOR AERATORS                      | 51.52           | 01670600-53317        | OPERATING SUPPLIES         | 5047443            |                       |
| TRAINING BOOK                          | 16.94           | 01662700-53318        | REFERENCE MATERIALS        | 0617069            |                       |
| TRAINING KEYS                          | 96.18           | 01662700-53317        | OPERATING SUPPLIES         | OTSG-3566          |                       |
| VIDEO CAMERA                           | 1,799.00        | 01662700-53350        | SMALL EQUIPMENT EXPENSE    | 5518699            |                       |
| WALKIE TALKIES                         | 88.92           | 01670600-53317        | OPERATING SUPPLIES         | 4154620            |                       |
|  | <b>2,984.68</b> |                       |                            |                    |                       |
| <b>INTOXIMETERS INC</b>                |                 |                       |                            |                    |                       |
| BOA DUI MATERIALS                      | 872.00          | 01662300-53350        | SMALL EQUIPMENT EXPENSE    | 307483             |                       |
|  | <b>872.00</b>   |                       |                            |                    |                       |
| <b>J G UNIFORMS INC</b>                |                 |                       |                            |                    |                       |
| CLOTH ALLOW - WALKER                   | 182.00          | 01664700-53324        | UNIFORMS                   | 15370              |                       |
|  | <b>182.00</b>   |                       |                            |                    |                       |
| <b>JACKSON HIRSH INC</b>               |                 |                       |                            |                    |                       |
| LAMINATE                               | 89.17           | 01660100-53317        | OPERATING SUPPLIES         | 0843231            |                       |
|  | <b>89.17</b>    |                       |                            |                    |                       |
| <b>JAMES SNIDER</b>                    |                 |                       |                            |                    |                       |
| SOUND TECH SERVICES 2012 TREE CEREMONY | 200.00          | 01750000-52291        | MISC EVENTS/ACTIVITIES     | 2012 TREE LIGHTING |                       |
|  | <b>200.00</b>   |                       |                            |                    |                       |
| <b>JEWEL-OSCO</b>                      |                 |                       |                            |                    |                       |
| CERT FOOD                              | 20.96           | 01664700-53325        | COMMUNITY RELATIONS        | 10/3/12            |                       |
| VOLUNTEER SUPPLIES                     | 57.08           | 01664700-53325        | COMMUNITY RELATIONS        | 09/28/12           |                       |
|  | <b>78.04</b>    |                       |                            |                    |                       |

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|------------------------------------|------------------|-----------------------|----------------------------|--------------------|-----------------------|
| <b>JOE COTTON FORD</b>             |                  |                       |                            |                    |                       |
| CABLE                              | 39.55            | 01696200-53354        | PARTS PURCHASED            | 303402             |                       |
| CREDIT-PATROL REPAIR               | -0.82            | 01662700-52212        | AUTO MAINTENANCE & REPAIR  | 467750CR           |                       |
| RESISTOR & WIRE ASY                | 51.43            | 01696200-53354        | PARTS PURCHASED            | 303195             |                       |
| WIRE ASSEMBLY                      | 28.92            | 01696200-53354        | PARTS PURCHASED            | 303218             |                       |
| WIRE ASSEMBLY                      | 48.24            | 01696200-53354        | PARTS PURCHASED            | 303230             |                       |
|                                    | <u>167.32</u>    |                       |                            |                    |                       |
| <b>JOHN PAUL CORDERO</b>           |                  |                       |                            |                    |                       |
| REMOVAL TREES-EAB                  | 65,085.00        | 01670700-52281        | EAB REMOVAL/REPLACEMENT    | 1111               | 20130079              |
|                                    | <u>65,085.00</u> |                       |                            |                    |                       |
| <b>KANE COUNTY SAFE KIDS</b>       |                  |                       |                            |                    |                       |
| CPS TECH CER CLS OCT 24-27 2012    | 50.00            | 01662700-52223        | TRAINING                   | M BAJOREK          |                       |
|                                    | <u>50.00</u>     |                       |                            |                    |                       |
| <b>KOHL'S</b>                      |                  |                       |                            |                    |                       |
| CLOTH ALLOWP-SPIZZIRR              | 100.97           | 01664700-53324        | UNIFORMS                   | 1900114939         |                       |
|                                    | <u>100.97</u>    |                       |                            |                    |                       |
| <b>KRAMER TREE SPECIALISTS INC</b> |                  |                       |                            |                    |                       |
| BRUSH GRINDING                     | 9,800.00         | 01670700-52268        | TREE MAINTENANCE           | 23462              | 20130055              |
|                                    | <u>9,800.00</u>  |                       |                            |                    |                       |
| <b>LANGUAGE LINE SERVICES</b>      |                  |                       |                            |                    |                       |
| LANGUAGE LINE HOFFMAN              | 34.01            | 01662700-53317        | OPERATING SUPPLIES         | 2990623            |                       |
|                                    | <u>34.01</u>     |                       |                            |                    |                       |
| <b>LIVE VIEW GPS INC</b>           |                  |                       |                            |                    |                       |
| MONTHLY FEE-OCT/12                 | 79.90            | 01664700-53330        | INVESTIGATION FUND         | 96400              |                       |
|                                    | <u>79.90</u>     |                       |                            |                    |                       |

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|---|-----------------|-----------------------|----------------------------|--------------------|-----------------------|
| <b>LOWE'S HOME CENTERS</b>              |                 |                       |                            |                    |                       |
| FILTER ICE/VENT TC                      | 6.48            | 01680000-53319        | MAINTENANCE SUPPLIES       | 08440              |                       |
| FORM CONCRETE                           | 15.28           | 01670500-53317        | OPERATING SUPPLIES         | 01713              |                       |
| N.GARAGE PASSWAY REPR                   | 54.16           | 01670400-53317        | OPERATING SUPPLIES         | 9777               |                       |
| PARTS-BRAZING                           | 11.46           | 01680000-53319        | MAINTENANCE SUPPLIES       | 06760              |                       |
| PROPANE TNK-BRAZING                     | 3.13            | 01680000-53319        | MAINTENANCE SUPPLIES       | 09227A             |                       |
| SAFETY SATURDAY                         | 19.92           | 01664700-53325        | COMMUNITY RELATIONS        | 09838              |                       |
| STREET LIGHT SUPPLIES                   | 43.10           | 01670300-53317        | OPERATING SUPPLIES         | 9060               |                       |
|   | <u>153.53</u>   |                       |                            |                    |                       |
| <b>LYNN PEAVEY COMPANY</b>              |                 |                       |                            |                    |                       |
| EVIDENCE PACKAGING                      | 160.00          | 01662400-53317        | OPERATING SUPPLIES         | 263600             |                       |
|   | <u>160.00</u>   |                       |                            |                    |                       |
| <b>MAILFINANCE</b>                      |                 |                       |                            |                    |                       |
| LEASE 11/2012                           | 422.44          | 01610100-52226        | OFFICE EQUIPMENT MAINTENAN | 3593427            |                       |
|   | <u>422.44</u>   |                       |                            |                    |                       |
| <b>MEADE ELECTRIC COMPANY INC</b>       |                 |                       |                            |                    |                       |
| EMERGENCY VEHICLE PREEMPTION (NORTH/SCF | 309.43          | 01680000-52244        | MAINTENANCE & REPAIR       | 656644             |                       |
|   | <u>309.43</u>   |                       |                            |                    |                       |
| <b>MENARDS</b>                          |                 |                       |                            |                    |                       |
| SHELF FOR DRUG ROOM                     | 14.96           | 01662400-53317        | OPERATING SUPPLIES         | 63084101966        |                       |
|   | <u>14.96</u>    |                       |                            |                    |                       |
| <b>MIDWEST METER INC</b>                |                 |                       |                            |                    |                       |
| 4 WATER METERS                          | 2,058.56        | 04201400-53333        | NEW METERS                 | 0037976-IN         |                       |
| METER-BENJAMIN SCH                      | 1,936.50        | 04201400-53333        | NEW METERS                 | 0038919-IN         |                       |
| 2"-3" COMPOUND REPLMNT ERT'S            | 2,380.19        | 04201400-53333        | NEW METERS                 | 40962-IN           |                       |
|   | <u>6,375.25</u> |                       |                            |                    |                       |

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|---|-----------------|-----------------------|----------------------------|--------------------|-----------------------|
| <b>MINUTEMAN PRESS</b>                  |                 |                       |                            |                    |                       |
| BUS CARDS RECORDS DEPT                  | 38.12           | 01662600-53317        | OPERATING SUPPLIES         | 36471              |                       |
| CAFR SPINES                             | 10.50           | 01612900-53314        | OFFICE SUPPLIES            | 37402              |                       |
| EBY-BC                                  | 38.12           | 01664700-53317        | OPERATING SUPPLIES         | 37121              |                       |
| INCROCCI-BC                             | 38.12           | 01662700-53317        | OPERATING SUPPLIES         | 37121              |                       |
| MILLER-BC                               | 38.12           | 01662400-53317        | OPERATING SUPPLIES         | 37121              |                       |
| RIEMER-BC                               | 38.12           | 01662700-53317        | OPERATING SUPPLIES         | 37208              |                       |
|   | <u>201.10</u>   |                       |                            |                    |                       |
| <b>MONROE TRUCK EQUIPMENT</b>           |                 |                       |                            |                    |                       |
| BEARINGS                                | 104.20          | 01696200-53354        | PARTS PURCHASED            | 295191             |                       |
|   | <u>104.20</u>   |                       |                            |                    |                       |
| <b>MR SITCO</b>                         |                 |                       |                            |                    |                       |
| WATER METER READINGS-NOV/12             | 1,638.00        | 04103100-52221        | UTILITY BILL PROCESSING    | 201289             | 20130016              |
| WATER METER READINGS-NOV/12             | 1,638.00        | 04203100-52221        | UTILITY BILL PROCESSING    | 201289             | 20130016              |
|   | <u>3,276.00</u> |                       |                            |                    |                       |
| <b>MUNICIPAL FLEET MGMT ASSOCIATION</b> |                 |                       |                            |                    |                       |
| MEMBERSHIP DUES DON MYERS               | 30.00           | 01696200-52234        | DUES & SUBSCRIPTIONS       | 2012/13 MYERS      |                       |
|   | <u>30.00</u>    |                       |                            |                    |                       |
| <b>N E M R T</b>                        |                 |                       |                            |                    |                       |
| BABOR-RIFLE CARBINE                     | 500.00          | 01662700-52223        | TRAINING                   | 160228             |                       |
|   | <u>500.00</u>   |                       |                            |                    |                       |
| <b>NAPA AUTO CENTER</b>                 |                 |                       |                            |                    |                       |
| FITTING                                 | 4.08            | 01696200-53354        | PARTS PURCHASED            | 184000             |                       |
|   | <u>4.08</u>     |                       |                            |                    |                       |
| <b>NATIONAL ENGRAVERS</b>               |                 |                       |                            |                    |                       |
| GEORGE RETIREMENT                       | 80.00           | 01600000-52273        | EMPLOYEE SERVICES          | 22865              |                       |
|   | <u>80.00</u>    |                       |                            |                    |                       |

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|---|------------------|-----------------------|----------------------------|--------------------|-----------------------|
| <b>NETWORK SOLUTIONS INC</b>            |                  |                       |                            |                    |                       |
| ENCRYPTED VPN CONNECT                   | 598.96           | 01652800-52255        | SOFTWARE MAINTENANCE       | 462192070          |                       |
|   | <u>598.96</u>    |                       |                            |                    |                       |
| <b>NEW YORK &amp; CO</b>                |                  |                       |                            |                    |                       |
| CLOTH ALLOW - NICKLES                   | 112.32           | 01662400-53324        | UNIFORMS                   | 5433               |                       |
|   | <u>112.32</u>    |                       |                            |                    |                       |
| <b>NICOR</b>                            |                  |                       |                            |                    |                       |
| SERV FRM 10/05 - 11/05 2012             | 71.34            | 04201600-52277        | HEATING GAS                | 13811210007NOV/12  |                       |
| SERV FRM 10/09-11/06 2012               | 81.68            | 04101500-52277        | HEATING GAS                | 86606011178NOV/12  |                       |
| SERV FRM 8/27 - 10/26 2012              | 103.88           | 04101500-52277        | HEATING GAS                | 14309470202OCT/12  |                       |
|   | <u>256.90</u>    |                       |                            |                    |                       |
| <b>NMI</b>                              |                  |                       |                            |                    |                       |
| VEH STK FEES SEPT/12                    | 10.00            | 01610100-52256        | BANKING SERVICES           | 248560347          |                       |
|   | <u>10.00</u>     |                       |                            |                    |                       |
| <b>NORTHWEST LANDSCAPE SERVICES INC</b> |                  |                       |                            |                    |                       |
| TREE PLANTING FALL 2012                 | 5,585.47         | 01670700-52268        | TREE MAINTENANCE           | 130262             |                       |
| TREE PLANTING FALL 2012                 | 13,032.78        | 01670700-52281        | EAB REMOVAL/REPLACEMENT    | 130262             |                       |
|   | <u>18,618.25</u> |                       |                            |                    |                       |
| <b>OCE IMAGISTICS INC</b>               |                  |                       |                            |                    |                       |
| LEASE 8/2012                            | 34.65            | 01696200-53354        | PARTS PURCHASED            | 417834386          |                       |
|   | <u>34.65</u>     |                       |                            |                    |                       |



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|-----------------------------|-----------------|-----------------------|----------------------------|--------------------|-----------------------|
| <b>OFFICE DEPOT</b>         |                 |                       |                            |                    |                       |
| CALENDAR                    | 9.90            | 01662500-53314        | OFFICE SUPPLIES            | 628235826001       |                       |
| CALENDARS                   | 49.80           | 01664700-53314        | OFFICE SUPPLIES            | 628235640001       |                       |
| CALENDARS                   | 79.19           | 01662400-53314        | OFFICE SUPPLIES            | 628440281001       |                       |
| CALENDARS                   | 103.46          | 01662400-53314        | OFFICE SUPPLIES            | 628437619          |                       |
| CALENDARS ADMIN             | 45.45           | 01660100-53314        | OFFICE SUPPLIES            | 628445414001       |                       |
| CALENDARS SGTS              | 30.40           | 01662700-53314        | OFFICE SUPPLIES            | 628445414001       |                       |
| CERT SUPPLIES               | 60.06           | 01664700-53325        | COMMUNITY RELATIONS        | 629477344001       |                       |
| LABELER SUPPLIES            | 35.48           | 01662400-53314        | OFFICE SUPPLIES            | 628440174001       |                       |
| OFFICE SUPPLIES             | 3.75            | 01670100-53314        | OFFICE SUPPLIES            | 626331392001       |                       |
| OFFICE SUPPLIES             | 3.99            | 01610100-53314        | OFFICE SUPPLIES            | 628318383001       |                       |
| OFFICE SUPPLIES             | 13.32           | 01662600-53314        | OFFICE SUPPLIES            | 628847270001       |                       |
| OFFICE SUPPLIES             | 16.99           | 01613000-53314        | OFFICE SUPPLIES            | 628318383001       |                       |
| OFFICE SUPPLIES             | 19.99           | 01613000-53314        | OFFICE SUPPLIES            | 628318556001       |                       |
| OFFICE SUPPLIES             | 19.99           | 01613000-53314        | OFFICE SUPPLIES            | 628318557001       |                       |
| OFFICE SUPPLIES             | 25.80           | 01670100-53314        | OFFICE SUPPLIES            | 6308716260         |                       |
| OFFICE SUPPLIES             | 42.59           | 04200100-53314        | OFFICE SUPPLIES            | 626331220001       |                       |
| OFFICE SUPPLIES             | 52.07           | 01650100-53314        | OFFICE SUPPLIES            | 628238957          |                       |
| OFFICE SUPPLIES             | 71.55           | 01640100-53314        | OFFICE SUPPLIES            | 627881499          |                       |
| OFFICE SUPPLIES             | 72.99           | 01640100-53314        | OFFICE SUPPLIES            | 626073258          |                       |
| OFFICE SUPPLIES             | 97.41           | 01670100-53314        | OFFICE SUPPLIES            | 626331220001       |                       |
| OFFICE SUPPLIES             | 109.07          | 01612900-53314        | OFFICE SUPPLIES            | 628318383001       |                       |
| OFFICE SUPPLIES             | 172.10          | 01670100-53314        | OFFICE SUPPLIES            | 628804583001       |                       |
| OFFICE SUPPLIES             | 336.92          | 01662600-53314        | OFFICE SUPPLIES            | 628847245001       |                       |
| SUPPLIES                    | 50.25           | 01600000-53314        | OFFICE SUPPLIES            | 626889048001       |                       |
|                             | <b>1,522.52</b> |                       |                            |                    |                       |
| <b>OLD NAVY</b>             |                 |                       |                            |                    |                       |
| UNIFORMS-PAGLIA             | 140.00          | 01670100-53324        | UNIFORMS                   | 7749               |                       |
|                             | <b>140.00</b>   |                       |                            |                    |                       |

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| <b>P &amp; M MERCURY MECHANIC</b>               |                 |                       |                            |                    |                       |
| MTC ROOFTOP AC                                  | 233.50          | 01680000-52244        | MAINTENANCE & REPAIR       | 67910              |                       |
| RPR/MTC A/C                                     | 696.10          | 01680000-52244        | MAINTENANCE & REPAIR       | 68156              |                       |
|   | <u>929.60</u>   |                       |                            |                    |                       |
| <b>POMPS TIRE SERVICE</b>                       |                 |                       |                            |                    |                       |
| TIRES (12)                                      | 1,446.32        | 01696200-53354        | PARTS PURCHASED            | 410037030          |                       |
|   | <u>1,446.32</u> |                       |                            |                    |                       |
| <b>PORTER PIPE &amp; SUPPLY CO</b>              |                 |                       |                            |                    |                       |
| BOOSTER STATION PARTS                           | 24.46           | 04201600-53317        | OPERATING SUPPLIES         | 11032658-00        |                       |
|   | <u>24.46</u>    |                       |                            |                    |                       |
| <b>PRESTIGE NURSERY &amp; GARDEN CENTER INC</b> |                 |                       |                            |                    |                       |
| TREE REPLACEMENT                                | 264.94          | 01670700-53317        | OPERATING SUPPLIES         | 3-69617            |                       |
| COMPOST AND FLOWERS                             | 937.25          | 01670400-52272        | PROPERTY MAINTENANCE       | 10248              |                       |
|   | <u>1,202.19</u> |                       |                            |                    |                       |
| <b>QUILL CORPORATION</b>                        |                 |                       |                            |                    |                       |
| JUVENILE SUPPLIES                               | 77.38           | 01662400-53314        | OFFICE SUPPLIES            | 6154034            |                       |
|   | <u>77.38</u>    |                       |                            |                    |                       |
| <b>R3 ENVIROMENTAL MANAGEMENT INC</b>           |                 |                       |                            |                    |                       |
| REMOVAL OF HAZ. CHEMICALS                       | 1,950.00        | 01670400-52244        | MAINTENANCE & REPAIR       | 9855               |                       |
|   | <u>1,950.00</u> |                       |                            |                    |                       |

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|-----------------------------|---------------|-----------------------|----------------------------|--------------------|-----------------------|
| <b>RAY O'HERRON CO</b>      |               |                       |                            |                    |                       |
| B PLACKETT UNIFORM          | 130.90        | 01662700-53324        | UNIFORMS                   | 57777              |                       |
| BABOR                       | 19.95         | 01662700-53324        | UNIFORMS                   | 0058309            |                       |
| BAUGHMAN                    | 39.95         | 01662700-53324        | UNIFORMS                   | 0059855            |                       |
| BLAIR                       | 271.65        | 01662700-53324        | UNIFORMS                   | 0059853            |                       |
| BLAIR                       | 585.20        | 01662700-53324        | UNIFORMS                   | 0059856            |                       |
| BOSHART                     | 8.95          | 01662700-53324        | UNIFORMS                   | 0059268            |                       |
| BUCHOLZ                     | 77.90         | 01662700-53324        | UNIFORMS                   | 0059864            |                       |
| BULLERI                     | 113.95        | 01662700-53324        | UNIFORMS                   | 0059860            |                       |
| CASTRO                      | 305.70        | 01664700-53324        | UNIFORMS                   | 0059265            |                       |
| CIESLOWSKI                  | 1,163.25      | 01662700-53324        | UNIFORMS                   | 0059996            |                       |
| CLUEVER                     | 130.90        | 01662300-53324        | UNIFORMS                   | 0059859            |                       |
| CREDIT ON INV 41378         | -81.15        | 01662700-53324        | UNIFORMS                   | 42763              |                       |
| DUNTEMAN                    | 93.95         | 01662700-53324        | UNIFORMS                   | 0059861            |                       |
| GARZA                       | 77.90         | 01662700-53324        | UNIFORMS                   | 0057701            |                       |
| HARKER                      | 153.80        | 01662700-53324        | UNIFORMS                   | 0059266            |                       |
| HOFFMAN                     | 221.65        | 01660100-53324        | UNIFORMS                   | 0059293            |                       |
| INCROCCI                    | 397.40        | 01662700-53324        | UNIFORMS                   | 0059997            |                       |
| JOHNSON                     | 130.90        | 01662700-53324        | UNIFORMS                   | 0058311            |                       |
| KALINOWICZ                  | 76.00         | 01662700-53324        | UNIFORMS                   | 0059865            |                       |
| LAKE                        | 70.95         | 01662600-53324        | UNIFORMS                   | 0059267            |                       |
| LARSEN                      | 57.95         | 01662700-53324        | UNIFORMS                   | 0057813            |                       |
| LARSEN                      | 60.00         | 01662700-53324        | UNIFORMS                   | 0059863            |                       |
| LOVERDE                     | 152.85        | 01662700-53324        | UNIFORMS                   | 0059858            |                       |
| LUCAS                       | 254.60        | 01662700-53324        | UNIFORMS                   | 0059862            |                       |
| MILLER                      | 19.90         | 01662400-53324        | UNIFORMS                   | 0059857            |                       |
| OTTO                        | 204.75        | 01662600-53324        | UNIFORMS                   | 0059081            |                       |
| RANWEILER                   | 85.90         | 01662700-53324        | UNIFORMS                   | 0059854            |                       |
| STOCK WALLET BADGES         | 26.95         | 01660100-53324        | UNIFORMS                   | 0059321            |                       |
| SZALKOWSKI                  | 47.85         | 01662700-53324        | UNIFORMS                   | 0058011            |                       |
| TEST KITS                   | 99.75         | 01662700-53317        | OPERATING SUPPLIES         | 0057702            |                       |

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|-----------------------------------|------------------|-----------------------|----------------------------|--------------------|-----------------------|
|                                   | <u>5,000.20</u>  |                       |                            |                    |                       |
| <b>RESTAURANT-MASTERCARD</b>      |                  |                       |                            |                    |                       |
| BUSINESS LUNCH-GLEES              | 47.72            | 01640100-52222        | MEETINGS                   | 9/24/12            |                       |
| CERT FOOD                         | 16.98            | 01664700-53325        | COMMUNITY RELATIONS        | 353                |                       |
| CERT FOOD                         | 114.52           | 01664700-53325        | COMMUNITY RELATIONS        | 10/4/12            |                       |
| CERT FOOD                         | 118.65           | 01664700-53325        | COMMUNITY RELATIONS        | 00205              |                       |
| CERT FOOD                         | 150.00           | 01664700-53325        | COMMUNITY RELATIONS        | 10/16/12           |                       |
| IPSI MTG HOPPENSTEDT              | 18.42            | 04200100-52223        | TRAINING                   | 10/10/12           |                       |
| ISPI HOPPENSTEDT                  | 5.84             | 04201600-52223        | TRAINING                   | 10/12/12A          |                       |
| SPEC MEETING OCT 15               | 153.35           | 01520000-52222        | MEETINGS                   | 1819639            |                       |
|                                   | <u>625.48</u>    |                       |                            |                    |                       |
| <b>S K C CONSTRUCTION INC</b>     |                  |                       |                            |                    |                       |
| 2012 CRACKFILL SEALER             | 77,068.89        | 06320000-52211        | CRACKFILLING               | 7642               | 20130076              |
|                                   | <u>77,068.89</u> |                       |                            |                    |                       |
| <b>SAFEKIDS WORLDWIDE</b>         |                  |                       |                            |                    |                       |
| PLACKETT RECERT FEE               | 50.00            | 01662300-52223        | TRAINING                   | T666348            |                       |
|                                   | <u>50.00</u>     |                       |                            |                    |                       |
| <b>SAINT FRANCIS GROUP/THE</b>    |                  |                       |                            |                    |                       |
| FREEZER INSTALL-DECEASED PET STRG | 100.00           | 01670400-52264        | EQUIPMENT RENTAL           | 62667              |                       |
|                                   | <u>100.00</u>    |                       |                            |                    |                       |
| <b>SAUBER MGF.CO</b>              |                  |                       |                            |                    |                       |
| HYDRAULIC REPRS                   | 5,799.00         | 01696200-53353        | OUTSOURCING SERVICES       | PSI155964          |                       |
|                                   | <u>5,799.00</u>  |                       |                            |                    |                       |
| <b>SCHWEPPE &amp; SONS INC</b>    |                  |                       |                            |                    |                       |
| HAND SOAP                         | 16.95            | 01680000-53319        | MAINTENANCE SUPPLIES       | 617174             |                       |
|                                   | <u>16.95</u>     |                       |                            |                    |                       |

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|------------------------------------|-----------------|-----------------------|----------------------------|--------------------|-----------------------|
| <b>SCWABB INC</b>                  |                 |                       |                            |                    |                       |
| RUBBER STAMP                       | 37.00           | 01580000-53314        | OFFICE SUPPLIES            | C49608             |                       |
|                                    | <u>37.00</u>    |                       |                            |                    |                       |
| <b>SEARS HARDWARE</b>              |                 |                       |                            |                    |                       |
| UNIFORMS-FREEWALT                  | 110.97          | 01670100-53324        | UNIFORMS                   | 011725243186       |                       |
| UNIFORMS-MOZALEWSKI                | 114.57          | 01670100-53324        | UNIFORMS                   | 011725243187       |                       |
| UNIFORMS-NEWLIN                    | 241.96          | 01696200-53324        | UNIFORMS                   | 011725241596       |                       |
|                                    | <u>467.50</u>   |                       |                            |                    |                       |
| <b>SERVICE COMPONENTS INC</b>      |                 |                       |                            |                    |                       |
| ELECTRICAL SUPPLIES                | 144.81          | 01696200-53317        | OPERATING SUPPLIES         | 77977              |                       |
|                                    | <u>144.81</u>   |                       |                            |                    |                       |
| <b>SIGNS NOW</b>                   |                 |                       |                            |                    |                       |
| GRN/WHT MAGNETIC RELEX HARKER      | 63.15           | 01664700-53317        | OPERATING SUPPLIES         | 59-29873           |                       |
| VINYLED MAGNETIC REFLEX-HARKER     | 34.26           | 01664700-53317        | OPERATING SUPPLIES         | 59-29895           |                       |
|                                    | <u>97.41</u>    |                       |                            |                    |                       |
| <b>SIKICH LLP</b>                  |                 |                       |                            |                    |                       |
| PROF SERV'S THRU OCT 15 2012 AUDIT | 3,500.00        | 01520000-52237        | AUDIT FEES                 | 150285             |                       |
|                                    | <u>3,500.00</u> |                       |                            |                    |                       |
| <b>SIMPLEX GRINNELL</b>            |                 |                       |                            |                    |                       |
| SPRNKLR 10/12-9/13                 | 527.66          | 04201600-52244        | MAINTENANCE & REPAIR       | 75554629           |                       |
| SPRNKLR 10/12-9/13                 | 623.00          | 04201600-52244        | MAINTENANCE & REPAIR       | 7565152            |                       |
|                                    | <u>1,150.66</u> |                       |                            |                    |                       |
| <b>SQUEEGEE BROS INC</b>           |                 |                       |                            |                    |                       |
| MINI CALENDRS VOLUNTR              | 395.00          | 01664700-53325        | COMMUNITY RELATIONS        | 07/30/12           |                       |
| 400 DARE T SHIRTS                  | 1,800.00        | 01664700-53325        | COMMUNITY RELATIONS        | 11/09/12           |                       |
|                                    | <u>2,195.00</u> |                       |                            |                    |                       |

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|---|-----------------|-----------------------|----------------------------|--------------------|-----------------------|
| <b>STAPLES</b>                                  |                 |                       |                            |                    |                       |
| CITIZEN CORP GRANT                              | 47.45           | 01664700-53325        | COMMUNITY RELATIONS        | 1640974            |                       |
|   | <u>47.45</u>    |                       |                            |                    |                       |
| <b>STREICHERS</b>                               |                 |                       |                            |                    |                       |
| POLICE GEAR HOFFMAN                             | 338.93          | 01662700-53350        | SMALL EQUIPMENT EXPENSE    | S158060            |                       |
|   | <u>338.93</u>   |                       |                            |                    |                       |
| <b>SUBURBAN DRIVELINE INC</b>                   |                 |                       |                            |                    |                       |
| SNOW DEFLECTORS                                 | 450.00          | 01696200-53354        | PARTS PURCHASED            | 00132194           |                       |
|   | <u>450.00</u>   |                       |                            |                    |                       |
| <b>SUBURBAN LABORATORIES INC</b>                |                 |                       |                            |                    |                       |
| ROUTINE WATER SAMPLES                           | 160.00          | 04201600-52279        | LAB SERVICES               | 21718              |                       |
| ROUTINE WATER SAMPLES                           | 199.00          | 04201600-52279        | LAB SERVICES               | 22125              |                       |
| ROUTINE WATER SAMPLES                           | 223.00          | 04201600-52279        | LAB SERVICES               | 21256              |                       |
| WTR SUPPL DUPL PYMNT                            | -199.00         | 04201600-52279        | LAB SERVICES               | 20477CR            |                       |
|   | <u>383.00</u>   |                       |                            |                    |                       |
| <b>TEM INCORPORATED</b>                         |                 |                       |                            |                    |                       |
| ASBESTOS INSP 470 SILVERLEAF                    | 790.00          | 11740000-55488        | STORMWATER UTILITIES       | 27150              | 20130080              |
|   | <u>790.00</u>   |                       |                            |                    |                       |
| <b>TERRACE SUPPLY COMPANY</b>                   |                 |                       |                            |                    |                       |
| EQUIP RNTL 9/12                                 | 28.50           | 01696200-52264        | EQUIPMENT RENTAL           | 919010             |                       |
|   | <u>28.50</u>    |                       |                            |                    |                       |
| <b>THIRD MILLENIUUM ASSOCIATES INCORPORATED</b> |                 |                       |                            |                    |                       |
| EPAY FOR OCT/12                                 | 225.00          | 04103100-52221        | UTILITY BILL PROCESSING    | 15169              |                       |
| EPAY FOR OCT/12                                 | 225.00          | 04203100-52221        | UTILITY BILL PROCESSING    | 15169              |                       |
| WATER BILL PROCESS OCT/2012                     | 1,102.42        | 04103100-52221        | UTILITY BILL PROCESSING    | 15168              |                       |
| WATER BILL PROCESS OCT/2012                     | 1,102.43        | 04203100-52221        | UTILITY BILL PROCESSING    | 15168              |                       |
|   | <u>2,654.85</u> |                       |                            |                    |                       |

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|---|-----------------|-----------------------|----------------------------|--------------------|-----------------------|
| <b>TIGERDIRECT.COM</b>                  |                 |                       |                            |                    |                       |
| BLANK MEDIA                             | 31.18           | 01662700-53317        | OPERATING SUPPLIES         | J16085440103       |                       |
| BLANK MEDIA                             | 270.91          | 01662700-53317        | OPERATING SUPPLIES         | J16085440101       |                       |
| WIRELESS PRESENTATION                   | 38.24           | 01662700-53317        | OPERATING SUPPLIES         | J16085440102       |                       |
|   | <b>340.33</b>   |                       |                            |                    |                       |
| <b>TRAFFIC CONTROL &amp; PROTECTION</b> |                 |                       |                            |                    |                       |
| SIGNS                                   | 185.00          | 01670300-53344        | STREET SIGNS               | 75264              |                       |
|   | <b>185.00</b>   |                       |                            |                    |                       |
| <b>TREE TOWNS REPROGRAPHICS INC</b>     |                 |                       |                            |                    |                       |
| MYLAR PLAT MADE                         | 31.00           | 01580000-52233        | RECORDING FEES             | 183637             |                       |
|   | <b>31.00</b>    |                       |                            |                    |                       |
| <b>TRI R SYSTEMS INC</b>                |                 |                       |                            |                    |                       |
| TRANSDUCER REPLACEMENT                  | 1,520.00        | 04201600-52244        | MAINTENANCE & REPAIR       | 3443               |                       |
|   | <b>1,520.00</b> |                       |                            |                    |                       |
| <b>TYCO INTEGRATED SECURITY LLC</b>     |                 |                       |                            |                    |                       |
| BONNIE LN 10/1-12/31                    | 38.25           | 01670400-52234        | DUES & SUBSCRIPTIONS       | 79678233           |                       |
| KUHN RD 10/1-12/31                      | 38.25           | 04200100-52234        | DUES & SUBSCRIPTIONS       | 79678186           |                       |
| SCR WRC 10/1-12/31                      | 38.25           | 04100100-52234        | DUES & SUBSCRIPTIONS       | 79678296           |                       |
| SEC FRM HS 10/1-12/31                   | 36.00           | 01650100-52230        | TELEPHONE                  | 79678227           |                       |
| SEC TC 10/1-12/31/12                    | 36.00           | 01650100-52230        | TELEPHONE                  | 79678228           |                       |
|   | <b>186.75</b>   |                       |                            |                    |                       |
| <b>U S POST OFFICE</b>                  |                 |                       |                            |                    |                       |
| MAIL RECRUIT PACKETS                    | 18.95           | 01662700-52223        | TRAINING                   | 23903330150        |                       |
| RETURN MAIL                             | 6.60            | 01670200-53317        | OPERATING SUPPLIES         | 919                |                       |
| URINE TO STATE LAB                      | 13.40           | 01662400-53317        | OPERATING SUPPLIES         | 2390333085         |                       |
|   | <b>38.95</b>    |                       |                            |                    |                       |

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| <b>UNIFIRST CORPORATION</b>        |                 |                       |                            |                    |                       |
| MAT-9/25/12                        | 14.40           | 01670100-53317        | OPERATING SUPPLIES         | 0810826142         |                       |
| MATS 10/16/12                      | 14.40           | 01670100-53317        | OPERATING SUPPLIES         | 0810830560         |                       |
| MATS 10/2/12                       | 14.40           | 01670100-53317        | OPERATING SUPPLIES         | 0810827607         |                       |
| MATS 10/9/12                       | 14.40           | 01670100-53317        | OPERATING SUPPLIES         | 0810829086         |                       |
| TOWELS 10/16/12                    | 21.68           | 01670100-53317        | OPERATING SUPPLIES         | 0810830560         |                       |
| TOWELS 10/2/12                     | 15.20           | 01670100-53317        | OPERATING SUPPLIES         | 0810827607         |                       |
| TOWELS 10/9/12                     | 12.50           | 01670100-53317        | OPERATING SUPPLIES         | 0810829086         |                       |
| TOWELS 9/25/12                     | 15.20           | 01670100-53317        | OPERATING SUPPLIES         | 0810826142         |                       |
| UNIFORMS 10/16/12                  | 52.89           | 01696200-52267        | UNIFORM CLEANING           | 0810830560         |                       |
| UNIFORMS 10/2/12                   | 59.09           | 01696200-52267        | UNIFORM CLEANING           | 0810827607         |                       |
| UNIFORMS 10/9/12                   | 61.79           | 01696200-52267        | UNIFORM CLEANING           | 0810829086         |                       |
| UNIFORMS-9/25/12                   | 59.09           | 01696200-52267        | UNIFORM CLEANING           | 0810826142         |                       |
| WIPES 10/16/12                     | 51.80           | 01696200-53317        | OPERATING SUPPLIES         | 0810830560         |                       |
| WIPES 10/2/12                      | 52.08           | 01696200-53317        | OPERATING SUPPLIES         | 0810827607         |                       |
| WIPES 10/9/12                      | 68.08           | 01696200-53317        | OPERATING SUPPLIES         | 0810829086         |                       |
| WIPES 9/25/12                      | 52.08           | 01696200-53317        | OPERATING SUPPLIES         | 0810826142         |                       |
|                                    | <b>579.08</b>   |                       |                            |                    |                       |
| <b>UNITED SEPTIC INC</b>           |                 |                       |                            |                    |                       |
| SEWER CLEANING & TELEVIS BASIN #39 | 9,304.66        | 04101500-52244        | MAINTENANCE & REPAIR       | 1950               | 20130073              |
|                                    | <b>9,304.66</b> |                       |                            |                    |                       |
| <b>UPS GROUND SERVICE</b>          |                 |                       |                            |                    |                       |
| PAGER RETURN                       | 9.76            | 01660100-53317        | OPERATING SUPPLIES         | 390018610          |                       |
|                                    | <b>9.76</b>     |                       |                            |                    |                       |



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|--------------------------------|-----------------|-----------------------|----------------------------|--------------------|-----------------------|
| <b>USA BLUE BOOK</b>           |                 |                       |                            |                    |                       |
| FLAG WIRE-BLUE                 | 214.47          | 04201600-53317        | OPERATING SUPPLIES         | 782289             |                       |
| FLAG WIRE-GREN                 | 171.25          | 04101500-53332        | SEWER SYSTEM SUPPLIES      | 782289             |                       |
| PIPE LOCATOR                   | 104.47          | 01670300-53317        | OPERATING SUPPLIES         | 765000             |                       |
| POWDER-FREE GLOVES             | 35.98           | 04101500-53332        | SEWER SYSTEM SUPPLIES      | 772955             |                       |
| POWER FREE GLVS                | 215.88          | 04101500-53332        | SEWER SYSTEM SUPPLIES      | 781781             |                       |
| PRESSURE GAUGES                | 140.94          | 04201600-53317        | OPERATING SUPPLIES         | 778247             |                       |
| WATER & PRESS GAUGE            | 267.76          | 04201600-53317        | OPERATING SUPPLIES         | 781481             |                       |
| WHEELER REX VALVE              | 3,131.00        | 04201600-54412        | OTHER EQUIPMENT            | 792073             |                       |
|                                | <b>4,281.75</b> |                       |                            |                    |                       |
| <b>UTILITY PIPE SUPPLY INC</b> |                 |                       |                            |                    |                       |
| DUCT RPR CONNECTION            | 62.66           | 01670300-53317        | OPERATING SUPPLIES         | 12-2479            |                       |
|                                | <b>62.66</b>    |                       |                            |                    |                       |
| <b>VERIZON WIRELESS</b>        |                 |                       |                            |                    |                       |
| ADMIN 7/14-8/13                | 265.93          | 01660100-52230        | TELEPHONE                  | 2786030760         |                       |
| ADMIN 8/14-9/13                | 265.93          | 01660100-52230        | TELEPHONE                  | 2800276690         |                       |
| DETECTIVE 7/14-8/13            | 113.97          | 01662400-52230        | TELEPHONE                  | 2786030760         |                       |
| INVEST 8/14-9/13               | 113.97          | 01662400-52230        | TELEPHONE                  | 2800276690         |                       |
| PATROL 7/14-8/13               | 797.79          | 01662700-52230        | TELEPHONE                  | 2786030760         |                       |
| PATROL 8/14-9/13               | 797.79          | 01662700-52230        | TELEPHONE                  | 2800276690         |                       |
| SOU 7/14-8/13                  | 189.95          | 01664700-52230        | TELEPHONE                  | 2786030760         |                       |
| SOU 8/14-9/13                  | 189.95          | 01664700-52230        | TELEPHONE                  | 2800276690         |                       |
| SURCHARGE 7/14-8/13            | 0.80            | 01660100-52230        | TELEPHONE                  | 2786030760         |                       |
| SURCHARGE 8/14-9/13            | 0.82            | 01660100-52230        | TELEPHONE                  | 2800276690         |                       |
| TRAFFIC 7/14-8/13              | 75.98           | 01662300-52230        | TELEPHONE                  | 2786030760         |                       |
| TRAFFIC 8/14-9/13              | 75.98           | 01662300-52230        | TELEPHONE                  | 2800276690         |                       |
|                                | <b>2,888.86</b> |                       |                            |                    |                       |

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|---|-----------------|-----------------------|----------------------------|--------------------|-----------------------|
| <b>VILLAGE OF CAROL STREAM</b>            |                 |                       |                            |                    |                       |
| WATER 9/28-10/5 470 SILVERLEAF            | 4.66            | 11740000-55488        | STORMWATER UTILITIES       | 601047/10544       |                       |
|   | <u>4.66</u>     |                       |                            |                    |                       |
| <b>WAL MART</b>                           |                 |                       |                            |                    |                       |
| DEEP CYCLE BATTERIES                      | 163.92          | 01680000-53381        | TC MAINTENANCE & SUPPLIES  | 04158              |                       |
| RTN CORE CHRGR                            | -19.40          | 01680000-53381        | TC MAINTENANCE & SUPPLIES  | 04159              |                       |
|   | <u>144.52</u>   |                       |                            |                    |                       |
| <b>WATER PRODUCTS-AURORA</b>              |                 |                       |                            |                    |                       |
| HYDR REPLACEMENT                          | 2,556.54        | 04201600-53317        | OPERATING SUPPLIES         | 0235742            |                       |
| REPAIR CLAMP                              | 305.91          | 04201600-53317        | OPERATING SUPPLIES         | 0235190            |                       |
| REPAIR CLAMPS                             | 443.38          | 04201600-53317        | OPERATING SUPPLIES         | 0235101            |                       |
| REPAIR CLAMPS                             | 443.38          | 04201600-53317        | OPERATING SUPPLIES         | 0235101            |                       |
|   | <u>3,749.21</u> |                       |                            |                    |                       |
| <b>WEBROOT SOFTWARE INC</b>               |                 |                       |                            |                    |                       |
| INTERNET SEC SOFTWARE                     | 1,945.23        | 01652800-52255        | SOFTWARE MAINTENANCE       | 1015642            |                       |
|   | <u>1,945.23</u> |                       |                            |                    |                       |
| <b>WEBSTER, MCGRATH &amp; AHLBERG LTD</b> |                 |                       |                            |                    |                       |
| PLAT OF ROADWAY DEDICATION ARMSTRONG Pk   | 1,748.00        | 11740000-55488        | STORMWATER UTILITIES       | 25561              |                       |
|   | <u>1,748.00</u> |                       |                            |                    |                       |
| <b>WEST SIDE TRACTOR SALES</b>            |                 |                       |                            |                    |                       |
| PARTS                                     | 26.18           | 01696200-53354        | PARTS PURCHASED            | N80026             |                       |
| SPRINGS                                   | 23.16           | 01696200-53354        | PARTS PURCHASED            | N80061             |                       |
|   | <u>49.34</u>    |                       |                            |                    |                       |
| <b>WESTMORE SUPPLY CO</b>                 |                 |                       |                            |                    |                       |
| CONCRETE - IRIS/HUNTER                    | 596.00          | 06320000-53338        | CONCRETE                   | R 77740            |                       |
|   | <u>596.00</u>   |                       |                            |                    |                       |

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on Nov 19 2012**

| <u>Vendor / Description</u>       | <u>Amount</u>                     | <u>Account Number</u> | <u>Account Description</u> | <u>Invoice No.</u> | <u>Purchase Order</u> |
|-----------------------------------|-----------------------------------|-----------------------|----------------------------|--------------------|-----------------------|
| <b>WHOLESALE DIRECT INC</b>       |                                   |                       |                            |                    |                       |
| 3" ADJ.EYE & BOLT KIT             | 49.04                             | 01696200-53354        | PARTS PURCHASED            | 000195440          |                       |
| BOLT KIT                          | 49.04                             | 01696200-53354        | PARTS PURCHASED            | 000195527          |                       |
|                                   | <u>98.08</u>                      |                       |                            |                    |                       |
| <b>WORKING PERSONS STORE</b>      |                                   |                       |                            |                    |                       |
| SAFETY SHOES                      | 105.00                            | 01622200-53324        | UNIFORMS                   | 1107952            |                       |
|                                   | <u>105.00</u>                     |                       |                            |                    |                       |
| <b>XEROX CAPITAL SERVICES LLC</b> |                                   |                       |                            |                    |                       |
| LEASE 10/2012                     | 1,326.07                          | 01650100-52231        | COPY EXPENSE               | 064088906          | 20130030              |
|                                   | <u>1,326.07</u>                   |                       |                            |                    |                       |
| <b>GRAND TOTAL</b>                | <u><u><b>\$637,314.88</b></u></u> |                       |                            |                    |                       |

The preceding list of bills payable totaling \$637,314.88 was reviewed and approved for payment.

**Approved by:**

  
\_\_\_\_\_  
Joseph Breinig – Village Manager

**Date:** 11/16/12

**Authorized by:**

\_\_\_\_\_  
Frank Saverino Sr – Mayor

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

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

# AGENDA ITEM

K-2 11-19-12

## ADDENDUM WARRANTS Nov 6, 2012 thru Nov 19, 2012

| Fund          | Check # | Vendor           | Description                            | Amount            |
|---------------|---------|------------------|--|-------------------|
| General       | A C H   | Charter One Bank | Payroll Oct 15, 2012 thru Oct 28, 2012 | 414,789.06        |
| Water & Sewer | A C H   | Charter One Bank | Payroll Oct 15, 2012 thru Oct 28, 2012 | 34,990.49         |
| General       | A C H   | Ill Funds        | I P B C for Nov 2012                   | 225,751.05        |
| Water & Sewer | A C H   | Ill Funds        | I P B C for Nov 2012                   | <u>17,091.57</u>  |
|               |         |                  |  | <u>692,622.17</u> |

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
Frank Saverino Sr - Mayor

\_\_\_\_\_  
Beth Melody - Village Clerk

Village of Carol Stream  
**General Fund Budget Summary**  
 For the Month Ended October 31, 2012

# AGENDA ITEM

L-4    11-19-12

### MONTH

### YTD

### BUDGET

#### REVENUES

|  | MONTH            |                  | Monthly Variance |           | YTD               |                   | YTD Variance   |           | Annual Budget     |                   | YTD Budget        |                | YTD Actual |  | Variance |  |
|--|------------------|------------------|------------------|-----------|-------------------|-------------------|----------------|-----------|-------------------|-------------------|-------------------|----------------|------------|--|----------|--|
|  | Last Year Oct    | Current Year Oct | \$               | %         | Last Year YTD     | Current Year YTD  | \$             | %         | Budget            | Budget            | Actual            | \$             | %          |  |          |  |
| Sales Tax  | \$ 422,191       | \$ 417,672       | (4,519)          | -1%       | \$ 2,436,591      | \$ 2,444,208      | 7,617          | 0%        | \$ 4,931,000      | \$ 2,464,487      | \$ 2,444,208      | (20,279)       | -1%        |  |          |  |
| Home Rule Sales Tax  | 245,178          | 236,105          | (9,073)          | -4%       | 1,398,742         | 1,406,747         | 8,005          | 1%        | 2,860,000         | 1,345,952         | 1,406,747         | 60,795         | 5%         |  |          |  |
| State Income Tax   | 322,982          | 330,171          | 7,189            | 2%        | 1,660,724         | 1,849,458         | 188,734        | 11%       | 3,145,000         | 1,627,637         | 1,849,458         | 221,821        | 14%        |  |          |  |
| Utility Tax - Electricity                                    | 161,099          | 173,113          | 12,013           | 7%        | 951,398           | 988,460           | 37,062         | 4%        | 1,800,000         | 932,973           | 988,460           | 55,487         | 6%         |  |          |  |
| Telecommunications Tax                                       | 133,790          | 125,770          | (8,020)          | -6%       | 818,476           | 874,589           | 56,113         | 7%        | 1,562,000         | 794,346           | 874,589           | 80,243         | 10%        |  |          |  |
| Fines (Court, Ord., ATLE, Towing)                            | 110,482          | 145,870          | 35,388           | 32%       | 697,548           | 772,510           | 74,962         | 11%       | 1,545,000         | 778,500           | 772,510           | (5,990)        | -1%        |  |          |  |
| Natural Gas Use Tax  | 15,236           | 14,719           | (517)            | -3%       | 157,353           | 120,103           | (37,251)       | -24%      | 575,000           | 154,546           | 120,103           | (34,444)       | -22%       |  |          |  |
| Other Taxes (Use, Hotel, PPRT<br>Real Estate, Road & Bridge) | 124,039          | 120,980          | (3,059)          | -2%       | 1,078,034         | 1,046,997         | (31,036)       | -3%       | 1,534,700         | 914,725           | 1,046,997         | 132,272        | 14%        |  |          |  |
| Licenses (Vehicle, Liquor, etc.)                             | 7,710            | 16,351           | 8,641            | 112%      | 419,047           | 422,039           | 2,992          | 1%        | 607,000           | 439,550           | 422,039           | (17,511)       | -4%        |  |          |  |
| Cable Franchise Fees   | 90,635           | 97,992           | 7,357            | 8%        | 257,891           | 275,374           | 17,483         | 7%        | 550,000           | 275,000           | 275,374           | 374            | 0%         |  |          |  |
| Building Permits   | 58,406           | 56,225           | (2,182)          | -4%       | 340,100           | 339,107           | (992)          | 0%        | 500,600           | 310,300           | 339,107           | 28,807         | 9%         |  |          |  |
| Fees for Services  | 70,752           | 67,784           | (2,968)          | -4%       | 329,401           | 313,861           | (15,540)       | -5%       | 570,200           | 318,000           | 313,861           | (4,139)        | -1%        |  |          |  |
| Interest Income  | 2,799            | 3,519            | 720              | 26%       | 17,531            | 17,374            | (157)          | -1%       | 25,000            | 12,500            | 17,374            | 4,874          | 39%        |  |          |  |
| All Other / Miscellaneous                                    | 54,280           | 68,388           | 14,108           | 26%       | 519,147           | 378,843           | (140,305)      | -27%      | 579,500           | 305,500           | 378,843           | 73,343         | 24%        |  |          |  |
| <b>Revenue Totals</b>  | <b>1,819,579</b> | <b>1,874,658</b> | <b>55,080</b>    | <b>3%</b> | <b>11,081,982</b> | <b>11,249,669</b> | <b>167,687</b> | <b>2%</b> | <b>20,785,000</b> | <b>10,674,017</b> | <b>11,249,669</b> | <b>575,652</b> | <b>5%</b>  |  |          |  |

#### EXPENDITURES

|                                  |                  |                  |                  |            |                  |                   |                  |            |                   |                   |                   |                |           |
|----------------------------------|------------------|------------------|------------------|------------|------------------|-------------------|------------------|------------|-------------------|-------------------|-------------------|----------------|-----------|
| Fire & Police Commission         | 386              | 1,766            | 1,380            | 358%       | 472              | 15,870            | 15,398           | 3263%      | 5,448             | 2,724             | 15,870            | 13,146         | 483%      |
| Legislative Board                | 3,126            | 8,937            | 5,811            | 186%       | 81,746           | 78,268            | (3,477)          | -4%        | 104,790           | 76,134            | 78,268            | 2,134          | 3%        |
| Plan Commission & ZBA            | 432              | 288              | (143)            | -33%       | 3,666            | 2,399             | (1,266)          | -35%       | 7,474             | 3,738             | 2,399             | (1,339)        | -36%      |
| Legal Services                   | 19,695           | 11,213           | (8,482)          | -43%       | 76,368           | 118,006           | 41,638           | 55%        | 315,000           | 157,500           | 118,006           | (39,494)       | -25%      |
| Village Clerk                    | 2,346            | 2,142            | (205)            | -9%        | 16,884           | 21,567            | 4,682            | 28%        | 46,360            | 23,179            | 21,567            | (1,612)        | -7%       |
| Administration                   | 35,608           | 34,263           | (1,345)          | -4%        | 254,725          | 237,886           | (16,839)         | -7%        | 455,550           | 227,774           | 237,886           | 10,112         | 4%        |
| Employee Relations               | 14,787           | 18,621           | 3,833            | 26%        | 102,335          | 125,527           | 23,192           | 23%        | 248,586           | 118,293           | 125,527           | 7,234          | 6%        |
| Financial Management             | 58,247           | 61,366           | 3,120            | 5%         | 397,333          | 444,017           | 46,684           | 12%        | 842,272           | 434,012           | 444,017           | 10,006         | 2%        |
| Engineering Services             | 66,874           | 72,563           | 5,690            | 9%         | 367,945          | 444,529           | 76,583           | 21%        | 843,483           | 421,744           | 444,529           | 22,785         | 5%        |
| Community Development            | 53,723           | 69,476           | 15,753           | 29%        | 353,700          | 419,876           | 66,176           | 19%        | 814,240           | 407,121           | 419,876           | 12,756         | 3%        |
| Management Services              | 69,624           | 73,522           | 3,898            | 6%         | 348,842          | 409,595           | 60,753           | 17%        | 803,407           | 401,701           | 409,595           | 7,894          | 2%        |
| Police                           | 979,179          | 1,184,528        | 205,349          | 21%        | 6,070,907        | 6,311,331         | 240,424          | 4%         | 12,278,685        | 6,139,340         | 6,311,331         | 171,991        | 3%        |
| Public Works                     | 207,728          | 276,890          | 69,162           | 33%        | 1,408,847        | 1,668,932         | 260,085          | 18%        | 3,145,670         | 1,667,290         | 1,668,932         | 1,642          | 0%        |
| Municipal Building               | 29,279           | 26,686           | (2,593)          | -9%        | 157,568          | 167,080           | 9,512            | 6%         | 386,785           | 193,394           | 167,080           | (26,314)       | -14%      |
| Municipal Garage                 | 3,218            | 4,437            | 1,219            | 38%        | (9,941)          | 22,240            | 32,180           | -324%      | -                 | -                 | 22,240            | 22,240         | 100%      |
| Transfers and Agreements         | -                | 76,287           | 76,287           | 100%       | 74,716           | 177,089           | 102,373          | 137%       | 446,000           | 57,000            | 177,089           | 120,089        | 211%      |
| Town Center                      | 140              | 13,085           | 12,945           | 9252%      | 30,365           | 32,643            | 2,278            | 8%         | 41,250            | 37,000            | 32,643            | (4,357)        | -12%      |
| <b>Expenditure Totals</b>        | <b>1,544,392</b> | <b>1,936,071</b> | <b>391,680</b>   | <b>25%</b> | <b>9,736,478</b> | <b>10,696,854</b> | <b>960,376</b>   | <b>10%</b> | <b>20,785,000</b> | <b>10,367,942</b> | <b>10,696,854</b> | <b>328,912</b> | <b>3%</b> |
| <b>Net Increase / (Decrease)</b> | <b>275,187</b>   | <b>(61,413)</b>  | <b>(336,600)</b> |            | <b>1,345,504</b> | <b>552,815</b>    | <b>(792,689)</b> |            | <b>-</b>          | <b>306,075</b>    | <b>552,815</b>    | <b>246,741</b> |           |

Village of Carol Stream  
**Water and Sewer Fund Budget Summary**  
 For the Month Ended October 31, 2012

|                                  | MONTH            |                     |                  |            | YTD              |                     |                    |            | BUDGET             |                    |                  |                  |            |  |
|----------------------------------|------------------|---------------------|------------------|------------|------------------|---------------------|--------------------|------------|--------------------|--------------------|------------------|------------------|------------|--|
|                                  | Last Year<br>Oct | Current Year<br>Oct | Monthly Variance |            | Last Year<br>YTD | Current Year<br>YTD | YTD Variance       |            | Annual<br>Budget   | YTD<br>Budget      | YTD<br>Actual    | Variance         |            |  |
|                                  |                  |                     | \$               | %          |                  |                     | \$                 | %          |                    |                    |                  | \$               | %          |  |
| <b>REVENUES</b>                  |                  |                     |                  |            |                  |                     |                    |            |                    |                    |                  |                  |            |  |
| Water Billings                   | \$ 410,743       | \$ 512,385          | 101,642          | 25%        | \$ 2,415,200     | \$ 3,059,858        | 644,658            | 27%        | \$ 5,240,000       | \$ 2,725,302       | \$ 3,059,858     | 334,555          | 12%        |  |
| Sewer Billings                   | 227,657          | 231,083             | 3,425            | 2%         | 1,304,840        | 1,406,399           | 101,559            | 8%         | 2,310,000          | 1,266,141          | 1,406,399        | 140,259          | 11%        |  |
| Penalties/Admin Fees             | 11,761           | 13,093              | 1,333            | 11%        | 74,633           | 88,349              | 13,717             | 18%        | 144,000            | 72,000             | 88,349           | 16,349           | 23%        |  |
| Connection/Expansion Fees        | 30,927           | 20,048              | (10,879)         | -35%       | 68,874           | 39,570              | (29,304)           | -43%       | 130,000            | 65,000             | 39,570           | (25,430)         | -39%       |  |
| Interest Income                  | 3,383            | 3,721               | 338              | 10%        | 21,380           | 19,669              | (1,710)            | -8%        | 38,000             | 19,000             | 19,669           | 669              | 4%         |  |
| Rental Income                    | 17,633           | 9,464               | (8,169)          | -46%       | 84,423           | 78,160              | (6,262)            | -7%        | 159,000            | 79,500             | 78,160           | (1,340)          | -2%        |  |
| All Other / Miscellaneous        | 8,489            | 8,294               | (195)            | -2%        | 44,660           | 288,286             | 243,626            | 546%       | 96,751             | 73,000             | 288,286          | 215,286          | 295%       |  |
| <b>Revenue Totals</b>            | <b>710,593</b>   | <b>798,089</b>      | <b>87,496</b>    | <b>12%</b> | <b>4,014,009</b> | <b>4,980,293</b>    | <b>966,283</b>     | <b>24%</b> | <b>8,117,751</b>   | <b>4,299,943</b>   | <b>4,980,293</b> | <b>680,349</b>   | <b>16%</b> |  |
| <b>EXPENDITURES</b>              |                  |                     |                  |            |                  |                     |                    |            |                    |                    |                  |                  |            |  |
| Salaries & Benefits              | 82,844           | 99,123              | 16,279           | 20%        | 510,276          | 550,864             | 40,588             | 8%         | 1,208,214          | 604,107            | 550,864          | (53,243)         | -9%        |  |
| Purchase of Water                | 250,903          | 343,722             | 92,820           | 37%        | 1,406,713        | 2,014,821           | 608,108            | 43%        | 3,718,000          | 1,839,186          | 2,014,821        | 175,635          | 10%        |  |
| WRC Operating Contract           | 134,928          | (27,049)            | (161,976)        | -120%      | 1,020,681        | 733,922             | (286,759)          | -28%       | 1,701,105          | 850,553            | 733,922          | (116,630)        | -14%       |  |
| Maintenance & Operating          | 86,033           | 128,664             | 42,631           | 50%        | 481,680          | 1,084,003           | 602,323            | 125%       | 1,843,937          | 921,969            | 1,084,003        | 162,035          | 18%        |  |
| IEPA Loan P&I                    | 214,325          | 214,325             | -                | 0%         | 214,325          | 214,325             | -                  | 0%         | 428,650            | 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                   | -                | 27,006              | 27,006           | 100%       | 69,768           | 1,202,864           | 1,133,096          | 1624%      | 2,856,000          | 1,800,000          | 1,202,864        | (597,136)        | -33%       |  |
| <b>Expenditure Totals</b>        | <b>769,032</b>   | <b>785,791</b>      | <b>16,759</b>    | <b>2%</b>  | <b>3,716,195</b> | <b>5,813,551</b>    | <b>2,097,356</b>   | <b>56%</b> | <b>11,768,657</b>  | <b>6,242,890</b>   | <b>5,813,551</b> | <b>(429,339)</b> | <b>-7%</b> |  |
| <b>Net Increase / (Decrease)</b> | <b>(58,439)</b>  | <b>12,298</b>       | <b>70,737</b>    |            | <b>297,815</b>   | <b>(833,258)</b>    | <b>(1,131,073)</b> |            | <b>(3,650,906)</b> | <b>(1,942,947)</b> | <b>(833,258)</b> | <b>1,109,689</b> |            |  |

**Village of Carol Stream**  
**Capital Budget Summary**  
For the Month Ended October 31, 2012

|                                  | MONTH            |                     |                  |             | YTD                |                     |                    |            | BUDGET*            |                    |               |
|----------------------------------|------------------|---------------------|------------------|-------------|--------------------|---------------------|--------------------|------------|--------------------|--------------------|---------------|
|                                  | Last Year<br>Oct | Current Year<br>Oct | Monthly Variance |             | Last Year<br>YTD   | Current Year<br>YTD | YTD Variance       |            | Annual<br>Budget   | YTD<br>Actual      | % of<br>Total |
|                                  |                  |                     | \$               | %           |                    |                     | \$                 | %          |                    |                    |               |
| <b>CAPITAL PROJECTS FUND</b>     |                  |                     |                  |             |                    |                     |                    |            |                    |                    |               |
| <b>REVENUES</b>                  |                  |                     |                  |             |                    |                     |                    |            |                    |                    |               |
| Capital Grants                   | \$ 21,611        | \$ 20,108           | (1,502)          | -7%         | \$ 236,207         | \$ 339,669          | 103,462            | 44%        | \$ 762,500         | \$ 339,669         | 45%           |
| Interest Income                  | 6,230            | (4,350)             | (10,580)         | -170%       | 80,368             | 19,222              | (61,145)           | -76%       | 36,000             | 19,222             | 53%           |
| All Other / Miscellaneous        | 40,691           | 3,485               | (37,206)         | -91%        | 60,357             | 12,822              | (47,535)           | -79%       | 275,000            | 12,822             | 0%            |
| <b>Revenue Totals</b>            | <b>68,531</b>    | <b>19,243</b>       | <b>(49,288)</b>  | <b>-72%</b> | <b>376,931</b>     | <b>371,713</b>      | <b>(5,218)</b>     | <b>-1%</b> | <b>1,073,500</b>   | <b>371,713</b>     | <b>35%</b>    |
| <b>EXPENDITURES</b>              |                  |                     |                  |             |                    |                     |                    |            |                    |                    |               |
| Roadway Improvements             | 816,027          | 163,134             | (652,893)        | -80%        | 1,465,411          | 3,076,341           | 1,610,930          | 110%       | 4,121,000          | 3,076,341          | 75%           |
| Facility Improvements            | -                | -                   | -                | 0%          | 104,986            | -                   | (104,986)          | -100%      | -                  | -                  | #DIV/0!       |
| Stormwater Improvements          | 2,417            | -                   | (2,417)          | -100%       | 569,388            | 249,285             | (320,103)          | -56%       | 310,000            | 249,285            | 80%           |
| Miscellaneous                    | 6,334            | 936                 | (5,398)          | -85%        | 12,151             | 1,791               | (10,360)           | -85%       | 20,000             | 1,791              | 0%            |
| <b>Expenditure Totals</b>        | <b>824,778</b>   | <b>164,070</b>      | <b>(660,709)</b> | <b>-80%</b> | <b>2,151,936</b>   | <b>3,327,417</b>    | <b>1,175,482</b>   | <b>55%</b> | <b>4,451,000</b>   | <b>3,327,417</b>   | <b>75%</b>    |
| <b>Net Increase / (Decrease)</b> | <b>(756,247)</b> | <b>(144,826)</b>    | <b>611,420</b>   | <b>-81%</b> | <b>(1,775,004)</b> | <b>(2,955,704)</b>  | <b>(1,180,700)</b> | <b>67%</b> | <b>(3,377,500)</b> | <b>(2,955,704)</b> | <b>88%</b>    |

**MFT FUND**

|                                  |               |                |                 |             |                |                |                  |             |                  |                   |            |
|----------------------------------|---------------|----------------|-----------------|-------------|----------------|----------------|------------------|-------------|------------------|-------------------|------------|
| <b>REVENUES</b>                  |               |                |                 |             |                |                |                  |             |                  |                   |            |
| Motor Fuel Tax Allotments        | \$ 76,338     | \$ 250,486     | 174,147         | 228%        | \$ 668,546     | \$ 655,063     | (13,483)         | -2%         | \$ 1,001,000     | \$ 655,063        | 65%        |
| Interest Income                  | 348           | 551            | 204             | 59%         | 2,119          | 2,757          | 637              | 30%         | 5,000            | 2,757             | 55%        |
| <b>Revenue Totals</b>            | <b>76,686</b> | <b>251,037</b> | <b>174,351</b>  | <b>227%</b> | <b>670,666</b> | <b>657,820</b> | <b>(12,846)</b>  | <b>-2%</b>  | <b>1,006,000</b> | <b>\$ 657,820</b> | <b>65%</b> |
| <b>EXPENDITURES</b>              |               |                |                 |             |                |                |                  |             |                  |                   |            |
| Street Resurfacing - Capital     | -             | -              | -               | 0%          | -              | -              | -                | 0%          | -                | -                 | 0%         |
| Crack Filling                    | -             | -              | -               | 0%          | -              | 20,827         | 20,827           | 100%        | 117,000          | 20,827            | 18%        |
| Salt                             | -             | -              | -               | 0%          | -              | 137,068        | 137,068          | 100%        | 255,000          | 137,068           | 54%        |
| Electricity                      | 4,477         | 3,459          | (1,018)         | -23%        | 18,048         | 20,306         | 2,258            | 13%         | 60,000           | 20,306            | 34%        |
| Materials and Supplies           | 13,731        | 4,586          | (9,146)         | -67%        | 25,027         | 18,170         | (6,857)          | -27%        | 50,000           | 18,170            | 36%        |
| <b>Expenditure Totals</b>        | <b>18,209</b> | <b>8,045</b>   | <b>(10,164)</b> | <b>-56%</b> | <b>43,076</b>  | <b>196,372</b> | <b>153,297</b>   | <b>356%</b> | <b>482,000</b>   | <b>196,372</b>    | <b>41%</b> |
| <b>Net Increase / (Decrease)</b> | <b>58,477</b> | <b>242,992</b> | <b>184,515</b>  | <b>316%</b> | <b>627,590</b> | <b>461,447</b> | <b>(166,143)</b> | <b>-26%</b> | <b>524,000</b>   | <b>461,447</b>    | <b>88%</b> |

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



Village of Carol Stream  
**TIF Funds Budget Summary**  
 For the Month Ended October 31, 2012

|                                  | MONTH            |                     |                  |                | YTD              |                     |                 |             | BUDGET           |                 |                 |                |            |
|----------------------------------|------------------|---------------------|------------------|----------------|------------------|---------------------|-----------------|-------------|------------------|-----------------|-----------------|----------------|------------|
|                                  | Last Year<br>Oct | Current Year<br>Oct | Monthly Variance |                | Last Year<br>YTD | Current Year<br>YTD | YTD Variance    |             | Annual<br>Budget | YTD<br>Budget   | YTD<br>Actual   | Variance       |            |
|                                  |                  |                     | \$               | %              |                  |                     | \$              | %           |                  |                 |                 | \$             | %          |
| <b>GENEVA CROSSING TIF</b>       |                  |                     |                  |                |                  |                     |                 |             |                  |                 |                 |                |            |
| <b>REVENUES</b>                  |                  |                     |                  |                |                  |                     |                 |             |                  |                 |                 |                |            |
| TIF Property Taxes               | \$ 1             | \$ 1                | 0                | 15%            | \$ 366,002       | \$ 323,125          | (42,877)        | -12%        | \$ 380,000       | \$ 380,000      | \$ 323,125      | (56,875)       | -15%       |
| Interest Income                  | 15               | 17                  | 2                | 16%            | 81               | 88                  | 6               | 8%          | 100              | 50              | 88              | 38             | 75%        |
| Village Contribution             | -                | 76,287              | 76,287           | 100%           | 74,716           | 166,376             | 91,660          | 123%        | 120,000          | 70,000          | 166,376         | 96,376         | 138%       |
| <b>Revenue Totals</b>            | <b>16</b>        | <b>76,306</b>       | <b>76,290</b>    | <b>482542%</b> | <b>440,799</b>   | <b>489,589</b>      | <b>48,790</b>   | <b>11%</b>  | <b>500,100</b>   | <b>450,050</b>  | <b>489,589</b>  | <b>39,539</b>  | <b>9%</b>  |
| <b>EXPENDITURES</b>              |                  |                     |                  |                |                  |                     |                 |             |                  |                 |                 |                |            |
| Principal Retirement             | -                | -                   | -                | 0%             | -                | -                   | -               | 0%          | 230,000          | -               | -               | -              | 0%         |
| Interest Expense                 | -                | -                   | -                | 0%             | 73,868           | 69,055              | (4,813)         | -7%         | 138,110          | 69,055          | 69,055          | -              | 0%         |
| Paying Agent Fees                | -                | -                   | -                | 0%             | 3,000            | 3,000               | -               | 0%          | 3,500            | 3,000           | 3,000           | -              | 0%         |
| <b>Expenditure Totals</b>        | <b>-</b>         | <b>-</b>            | <b>-</b>         | <b>0%</b>      | <b>76,868</b>    | <b>72,055</b>       | <b>(4,813)</b>  | <b>-6%</b>  | <b>371,610</b>   | <b>72,055</b>   | <b>72,055</b>   | <b>-</b>       | <b>0%</b>  |
| <b>Net Increase / (Decrease)</b> | <b>16</b>        | <b>76,306</b>       | <b>76,290</b>    | <b>482542%</b> | <b>363,932</b>   | <b>417,534</b>      | <b>53,602</b>   | <b>15%</b>  | <b>128,490</b>   | <b>377,995</b>  | <b>417,534</b>  | <b>39,539</b>  | <b>10%</b> |
| <b>NORTH/SCHMALE TIF*</b>        |                  |                     |                  |                |                  |                     |                 |             |                  |                 |                 |                |            |
| <b>REVENUES</b>                  |                  |                     |                  |                |                  |                     |                 |             |                  |                 |                 |                |            |
| TIF Property Taxes               | \$ -             | \$ -                | \$ -             | 0%             | \$ -             | \$ -                | \$ -            | 0%          | \$ -             | \$ -            | \$ -            | \$ -           | 0%         |
| Interest Income                  | -                | -                   | -                | 0%             | -                | -                   | -               | 0%          | -                | -               | -               | -              | 0%         |
| <b>Revenue Totals</b>            | <b>-</b>         | <b>-</b>            | <b>-</b>         | <b>0%</b>      | <b>-</b>         | <b>-</b>            | <b>-</b>        | <b>0%</b>   | <b>-</b>         | <b>-</b>        | <b>-</b>        | <b>-</b>       | <b>0%</b>  |
| <b>EXPENDITURES</b>              |                  |                     |                  |                |                  |                     |                 |             |                  |                 |                 |                |            |
| Legal Fees                       | -                | 1,619               | 1,619            | 100%           | -                | 11,670              | 11,670          | 100%        | 10,000           | 6,000           | 11,670          | 5,670          | 94%        |
| Consulting Fees                  | -                | 875                 | 875              | 100%           | -                | 7,275               | 7,275           | 100%        | 10,000           | 6,000           | 7,275           | 1,275          | 21%        |
| <b>Expenditure Totals</b>        | <b>-</b>         | <b>2,494</b>        | <b>2,494</b>     | <b>100%</b>    | <b>-</b>         | <b>18,945</b>       | <b>18,945</b>   | <b>100%</b> | <b>20,000</b>    | <b>12,000</b>   | <b>18,945</b>   | <b>6,945</b>   | <b>58%</b> |
| <b>Net Increase / (Decrease)</b> | <b>-</b>         | <b>(2,494)</b>      | <b>(2,494)</b>   |                | <b>-</b>         | <b>(18,945)</b>     | <b>(18,945)</b> |             | <b>(20,000)</b>  | <b>(12,000)</b> | <b>(18,945)</b> | <b>(6,945)</b> |            |

\* Created 12/5/2011.

Village of Carol Stream  
**Police Pension Fund Budget Summary**  
For the Month Ended October 31, 2012

| POLICE PENSION FUND              | MONTH          |                |                  |            | YTD              |                  |                |            | BUDGET           |                  |                  |                |            |  |
|----------------------------------|----------------|----------------|------------------|------------|------------------|------------------|----------------|------------|------------------|------------------|------------------|----------------|------------|--|
|                                  | Last Year      | Current Year   | Monthly Variance |            | Last Year        | Current Year     | YTD Variance   |            | Annual           | YTD              | YTD              | Variance       |            |  |
|                                  | Oct            | Oct            | \$               | %          | YTD              | YTD              | \$             | %          | Budget           | Budget           | Actual           | \$             | %          |  |
| <b>REVENUES</b>                  |                |                |                  |            |                  |                  |                |            |                  |                  |                  |                |            |  |
| Investment Income                | \$ 142,184     | \$ 274,052     | 131,869          | 93%        | \$ 706,965       | \$ 1,143,311     | 436,346        | 62%        | \$ 2,200,750     | \$ 1,100,375     | \$ 1,143,311     | 42,936         | 4%         |  |
| Employee Contributions           | 37,981         | 38,360         | 379              | 1%         | 249,555          | 251,743          | 2,188          | 1%         | 508,000          | 254,000          | 251,743          | (2,257)        | -1%        |  |
| Village Contribution             | 119,548        | 122,866        | 3,318            | 3%         | 717,288          | 737,196          | 19,908         | 3%         | 1,474,398        | 737,199          | 737,196          | (3)            | 0%         |  |
| Other Revenues                   | 1,267          | 92,966         | 91,699           | 7240%      | 137,991          | 120,251          | (17,741)       | -13%       | -                | -                | 120,251          | 120,251        | 100%       |  |
| <b>Revenue Totals</b>            | <b>300,979</b> | <b>528,244</b> | <b>227,265</b>   | <b>76%</b> | <b>1,811,799</b> | <b>2,252,501</b> | <b>440,702</b> | <b>24%</b> | <b>4,183,148</b> | <b>2,091,574</b> | <b>2,252,501</b> | <b>160,927</b> | <b>8%</b>  |  |
| <b>EXPENDITURES</b>              |                |                |                  |            |                  |                  |                |            |                  |                  |                  |                |            |  |
| Investment and Admin Fees        | 14,441         | 5,173          | (9,268)          | -64%       | 50,841           | 110,814          | 59,973         | 118%       | 90,900           | 45,450           | 110,814          | 65,364         | 144%       |  |
| Participant Benefit Payments     | 105,205        | 127,339        | 22,134           | 21%        | 628,951          | 764,275          | 135,324        | 22%        | 1,500,000        | 750,000          | 764,275          | 14,275         | 2%         |  |
| <b>Expenditure Totals</b>        | <b>119,646</b> | <b>132,512</b> | <b>12,866</b>    | <b>11%</b> | <b>679,792</b>   | <b>875,089</b>   | <b>195,297</b> | <b>29%</b> | <b>1,590,900</b> | <b>795,450</b>   | <b>875,089</b>   | <b>79,639</b>  | <b>10%</b> |  |
| <b>Net Increase / (Decrease)</b> | <b>181,333</b> | <b>395,732</b> | <b>214,399</b>   |            | <b>1,132,008</b> | <b>1,377,412</b> | <b>245,405</b> |            | <b>2,592,248</b> | <b>1,296,124</b> | <b>1,377,412</b> | <b>81,288</b>  |            |  |

Village of Carol Stream  
**Schedule of Cash and Investment Balances**  
 October 31, 2012

| FUND                     | CASH                   | INVESTMENTS             | TOTAL CASH &<br>INVESTMENTS | LAST YEAR<br>10/31/2011 |
|--------------------------|------------------------|-------------------------|-----------------------------|-------------------------|
| GENERAL FUND             | \$ 1,203,830.13        | \$ 14,272,896.81        | \$ 15,476,726.94            | \$ 16,687,177.21        |
| WATER & SEWER FUND       | 2,976,653.88           | 12,980,663.57           | 15,957,317.45               | 17,431,437.50           |
| CAPITAL PROJECTS FUND    | -                      | 19,857,698.19           | 19,857,698.19               | 19,087,282.56           |
| MFT FUND                 | -                      | 2,928,515.88            | 2,928,515.88                | 2,224,739.71            |
| GENEVA CROSSING TIF FUND | 2,034,248.88           | -                       | 2,034,248.88                | 1,867,358.09            |
| NORTH/SCHMALE TIF FUND   | -                      | -                       | -                           | N/A                     |
| POLICE PENSION FUND      | <u>513,766.84</u>      | <u>34,129,926.83</u>    | <u>34,643,693.67</u>        | <u>30,769,881.06</u>    |
| <b>TOTAL</b>             | <u>\$ 6,728,499.73</u> | <u>\$ 84,169,701.28</u> | <u>\$ 90,898,201.01</u>     | <u>\$ 88,067,876.13</u> |