

# Village of Carol Stream

## BOARD MEETING AGENDA DECEMBER 3, 2007

*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 Special Meetings of October 29 and 30, 2007.
2. Approval of the Minutes of the November 19, 2007 Meeting.

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

1. Resolution 2309, Recognizing the Glenbard North Panthers Varsity Football Team on a Storied 2007 Football Season.
2. Resolution 2310, Recognizing the Community Service of the 2007 Holiday Tree Lighting Volunteers.
3. Resolution 2311, Appointing Members to the Local Youth Council.
4. Proclamation December 2007 as National Drunk and Drugged Driving Prevention Month.

### **D. SELECTION OF CONSENT AGENDA:**

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

### **E. BOARD AND COMMISSION REPORTS:**

1. PLAN COMMISSION:

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

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

1. Streetlight Replacement – Munson Drive.  
*Staff recommends award of the Munson Drive Streetlight Replacement Program to the low bidder, Associated Electrical Contractors, in the amount of \$54,945.*
2. Automated Traffic Law Enforcement Systems (ATLE).

# Village of Carol Stream

## BOARD MEETING AGENDA DECEMBER 3, 2007

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

*The attached staff study recommends that the Village Board approve a contract subject to final approval by the Mayor and Village Manager with Redflex to provide an automated traffic law enforcement system (red light enforcement cameras) to enhance the Police Department's traffic safety program.*

### **H. ORDINANCES:**

### **I. RESOLUTIONS:**

1. Resolution No. \_\_\_\_\_, Amending the Residential Solid Waste Collection Franchise with Flood Brothers Disposal Co. of Oak Brook Terrace.

*The amendments to the franchise include revisions to the term of the franchise, the approved single & multi-family collection rates, scope of service, data reporting, recycling toter program financing and environmental outreach at community sponsored events.*

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

1. Liquor License Request.  
*Request from the Pride of Carol Stream convenience store for the creation of a liquor license classification permitting the sale of alcohol at service stations/convenience stores.*

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

1. Regular Bills:
2. Addendum Warrant:

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

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

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

# **Village of Carol Stream**

**BOARD MEETING**

**AGENDA**

**DECEMBER 3, 2007**

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

## **N. ADJOURNMENT:**

**LAST ORDINANCE: 2007-11-48**

**LAST RESOLUTION: 2308**

**NEXT ORDINANCE: 2007-12-49**

**NEXT RESOLUTION: 2309**

**SPECIAL MEETING OF THE MAYOR AND BOARD OF TRUSTEES  
Historic Farmhouse, Carol Stream, DuPage County, Illinois**

October 29, 2007

Mayor Frank Saverino called the Special Meeting of the Board of Trustees to order at 5:00 p.m. The following were:

Present: Mayor Frank Saverino, Sr., Trustees Rick Gieser, Pamela Fenner, Matt McCarthy, Don Weiss, Greg Schwarze & Michael Drager and Village Clerk Beth Melody.

Also Present: Village Manager Joe Breinig, Assistant Village Manager Bob Mellor, Assistant to the Village Manager Chris Oakley, Finance Director Stan Helgerson, Police Chief Rick Willing, Village Engineer Jim Knudsen, Employee Relations Director Caryl Maurer & Public Works Director Al Turner and facilitator Greg Kuhn.

**GOAL SETTING**

The group began with newly elected officials providing their visions for the future (20 years). Senior elected officials followed with their visions for the future. The group then discussed its vision for the future and the identity of Carol Stream. It was observed that the Village will need to continually adapt and change. The group then broke into three subgroups that met independently and provided their observations on opportunities and threats confronting the Village. Identification of internal strengths and weaknesses and external opportunities and threats then followed.

**ADJOURNMENT**

The meeting adjourned at 8:35 p.m.

FOR THE MAYOR AND BOARD OF TRUSTEES

**SPECIAL MEETING OF THE MAYOR AND BOARD OF TRUSTEES  
Historic Farmhouse, Carol Stream, DuPage County, Illinois**

October 30, 2007

Mayor Frank Saverino called the Special Meeting of the Board of Trustees to order at 5:04 p.m. The following were:

Present: Mayor Frank Saverino, Sr., Trustees Rick Gieser, Pamela Fenner, Matt McCarthy, Don Weiss, Greg Schwarze & Michael Drager and Village Clerk Beth Melody.

Also Present: Village Manager Joe Breinig, Assistant Village Manager Bob Mellor, Assistant to the Village Manager Chris Oakley, Finance Director Stan Helgerson, Police Chief Rick Willing, Village Engineer Jim Knudsen, Employee Relations Director Caryl Maurer & Public Works Director Al Turner and facilitator Greg Kuhn.

**GOAL SETTING**

The group began with a recap of observations from the prior night by the Village Board. The Village Board then identified short and long-term goals. Staff then offered its thoughts on short and long-term goals. Each goal was then classified as routine or complex. The facilitator advised that a listing of each goal would be prepared for the Village Board to rank and prioritize. Staff concluded by noting that the prioritized goals would be used to establish priorities for the 2008-09 Village Budget.

**ADJOURNMENT**

The meeting adjourned at 9:00 p.m.

FOR THE MAYOR AND BOARD OF TRUSTEES

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

**November 19, 2007**

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

Present: Trustees Michael Drager, Don Weiss, Greg Schwarze,  
Matt McCarthy, Rick Gieser and Pamela Fenner  
Absent Village Manager Joe Breinig & Assistant Village Manager Robert Mellor  
Also Present: Attorney Laura Pollastrini, Village Clerk Beth Melody and Deputy Village Clerk Progar

Mayor Saverino led those in attendance in the Pledge of Allegiance.

**MINUTES:**

Trustee Fenner moved and Trustee McCarthy made the second to approve the Minutes of the Meeting of November 19, 2007 as presented. The results of the roll call vote were:

Ayes: 5 Trustees Drager, Schwarze, McCarthy, Gieser and Fenner  
Nays: 0  
Abstain: 1 Trustee Weiss  
Absent: 0

**CONSENT AGENDA:**

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

Ayes: 6 Trustees Drager, Weiss, Schwarze, McCarthy, Gieser & Fenner  
Nays: 0  
Absent: 0

Trustee McCarthy moved and Trustee Gieser made the second to put the following items on the Consent Agenda for this meeting. The results of the roll call vote were:

Ayes: 6 Trustees Drager, Weiss, Schwarze, McCarthy, Gieser & Fenner  
Nays: 0  
Absent: 0

1. No action required: Text Amendment – Regarding Utility Structures
2. Ord. 2007-11-46: Authorize 2<sup>nd</sup> Amendment to Hartsing Annex. Agree.
3. Waive bid; purchase In-Car Printers – approve budget transfer
4. Extension of Audit Services Contract
5. Award Contract – 2007 Under drain Project
6. Accept 2007 Joint/Crack Sealing Project- Authorize final payment
7. Award Tree Purchasing Contract

8. Put on the table: Recommendation to eliminate Electrical Commission
9. Snow Removal Plan – 2007-2008
10. Approve Snow Removal Agreements
11. WRC Operating Contract 2007-08
12. Award Contract – Consultant Services- B&F Technical Code
13. Ord. 2007-11-47: Amend Annual Budget
14. Resolution 2307: MFT
15. Resolution 2308: Declare surplus property, seized vehicles PD
16. Regular Bills, Addendum Warrant of Bills, Treasurer's Report 10/31/07.

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

Ayes:	6	Trustees Drager, Weiss, Schwarze, McCarthy, Gieser & Fenner
Nays:	0	
Absent:	0	

**COMMENTS:**

Trustee Fenner, in regard to Item G-1, said that she has researched the in-car printers and has found that the contract for the Police is a great addition at a good price. Trustee Schwarze, in regard to Item 1b/H-2, commented that after reading the minutes of the Plan Commission and then talking to the homeowners, he agrees with the variation. He suggested that anyone that is planning an addition to their property should always talk to their neighbors.

Mayor Saverino called for a motion regarding this matter.

Trustee McCarthy moved and Trustee Drager made the second to adopt Ordinance 2007-11-48, AN ORDINANCE GRANTING A SIDE YARD SETBACK VARIATION – 976 RIDGE TRAIL. The results of the roll call vote were:

Ayes:	6	Trustees Drager, Weiss, Schwarze, McCarthy, Gieser & Fenner
Nays:	0	
Absent:	0	

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

**Ord. 2007-11-46: Authorize 2<sup>nd</sup> Amendment to Hartsing Annexation Agreement:**  
 The Board adopted Ordinance 2007-11-46, AN ORDINANCE AUTHORIZING THE EXECUTION OF THE SECOND AMENDMENT TO THE HARTSING FARM ANNEXATION AGREEMENT.

**Waive bid; purchase In-Car Printers – approve budget transfer:**  
 The Board waived the bid process since this is a single source item and awarded a contract for 25 in-car printers to Advanced Public Safety, Deerfield Beach, FL in the amount of \$38,855.46. The Board also approved a budget transfer to provide funds for this project. It is possible that a grant may be received that will cover a majority of this expense.

**Extend Audit Services Contract – Sikich:**

The Board approved the extension of the contract for Audit Services to Sikich LLP, Aurora, IL to three years. The proposed fees are FY08 \$21,950 a 7% increase, FY09 \$22,817 (+4%) and FY10 \$23,730 (+4%).

**Award Contract – 2007 Under drain Project:**

The Board approved an award of contract to JJ Landscaping Services for the 2007 Pipe Under Drain Project in the amount of \$11,622.50.

**Accept 2007 Joint/Crack Sealing Project- Authorize final payment:**

The Board approved the final acceptance of the 2007 Crack Sealing Project and the final payment in the amount of \$63,612.52 to SKC Construction Inc.

**Award Tree Purchasing Contract:**

The Board waived the formal bidding process and approved a 4 year agreement with St. Aubin Nursery to purchase 150 trees at a yearly cost of \$32,850, and a total contract cost not to exceed \$131,400.

**Put on the table: Recommendation to eliminate Electrical Commission:**

**Snow Removal Plan – 2007-2008:**

The Board received the 2007-2008 Snow Removal Plan.

**Approve Snow Removal Agreements:**

The Board approved contractual snow removal agreements with the following companies: D&M Services, Carol Stream, Joe's Blacktop, Inc. Glendale Heights, Kammes Auto & Truck Repair, Inc. Bloomingdale, Midland Snow & Ice Management, Villa Park, Olive Grove Landscaping, West Chicago, S&S Maintenance, West Chicago, T.C.L. Excavating, Genoa, and Vladi Trucking, Inc.

**WRC Operating Contract 2007-08:**

The Board approved an amendment to the WRC Operating Contract to indicate that the 2007/2008 total operating cost shall not exceed \$1,468,925.

**Award Contract – Consultant Services- B&F Technical Code:**

The Board approved a contract with B&F Technical Code Services, Inc. in the amount of \$5,500 for a Peer Review and Code update of Local Amendments to the adopted Building Codes.

**Ord. 2007-11-47: Amend Annual Budget:**

The Board adopted Ordinance 2007-11-47, AN ORDINANCE AMENDING THE ANNUAL DUBGET FOR THE VILLAGE OF CAROL STREAM FOR THE YEAR COMMENCING MAY1, 2007 AND ENDING APRIL 30, 2008.

**Resolution 2307: MFT:**

The Board adopted Resolution 2307, A RESOUTION FOR MAINTENANCE OF STREETS AND HIGHWAYS BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE.

**Resolution 2308: Declare surplus property, seized vehicles PD:**

The Board adopted Resolution 2308, A RESOLUTION DECLARING SURPLUS PROPERTY OWNED BY THE VILLAGE OF CAROL STREAM. –SEIZED VEHICLES)



**Regular Bills, Addendum Warrant of Bills, Treasurer's Report 10/31/07:**

The Board approved the payment of the Regular Bills in the amount of \$577,969.40.

The Board approved the payment of the Addendum Warrant of Bills in the amount of \$670,336.87.

The Board received the Treasurer's Report for the month ending 10/31/2007.

**REGULAR MEETING:****Proposed 2008 Residential Solid Waste Collection Rates:**

Brian Flood appeared before the Board. He said that there are a couple of different quotes and options for the Board to look at. Option 1 is a 3-year set-rate contract for three years, 08, 09 and 10. Option 2 is an extension of the current contract through year 2012 with an optional 5 year extension, with the pricing stated through 2010. This option would also include Flood Brothers incurring the subsidy of the 65 gallon recycling totes for a total \$40,000 for three years which would equal \$120,000. The third option would be through 2012 and would include the multi-family units that are not now being done, and incurring the totes' subsidy for another \$80,000 back to the Village for a total of \$200,000 back to the Village. Mr. Flood noted that the recycling program continues to be beneficial to the Village and has allowed them to use fewer trucks and pick up more recycling. He pointed out that since 1995 some of the rates are cheaper, such as yard waste stickers and there is no charge for white goods, and there are senior and handicapped discounts. Mr. Flood said that they will work with the Village to work out any problems as they have in the past.

Trustee McCarthy asked if on option 3, for the multi-family locations, what is the guarantee Flood Brothers will remain at the same rate? Mr. Flood said that the Village controls the rate. Trustee McCarthy asked if there is an out-clause if the prices are unacceptable and Mr. Flood said that if an agreement cannot be reached, the Village can negotiate with any provider.

Trustee Gieser asked if each unit in a multi-family building would be charged the same amount as a single family dwelling and was told that each unit would be charged less than half the amount of a single family dwelling. Mr. Flood said that they charge the building owner a cubic yard rate and they charge each unit the divided amount. He said that they would like to get the multi-family units more involved with recycling since they do not do that now. Trustee Gieser asked if there is more spoilage in the multi-family recycling and it was said that spoilage is the same from any sector.

Trustee Weiss asked for an explanation regarding 9-1-4b and Trustee Fenner explained that a change to the Code would be required for option 3 because in the past, a Code amendment excluded multi-family from solid waste contracts. Trustee Weiss asked about the recycle toter rebates and Mayor Saverino said that the Village paid for the totes and Flood is willing to rebate that cost back to the Village.

Trustee Fenner reviewed the history of the franchise agreements in regard to the multi-family units. Trustee Fenner then asked how the inclusion of the multi-family units would proceed and Mayor Saverino also questioned what would happen if a number of units were locked into agreements with other haulers for several years, would Flood void the contract offer? Brian Flood said no. Mayor Saverino said that once the Code is changed, every multi-family unit will have to go with the designated hauler for the Village at the end of their current contract. He said that he does believe that the Village should force anyone to break a contract, but that some may want to when they see what the rates would be with Flood Brothers. Mayor Saverino also noted that option 3 provides for no increase for the 07/08 contract.

Trustee Schwarze commented that he can understand some reluctance to enter a long term contract, but in his experience when there is a good relationship and a certain trust built up between the parties it can be a good thing for the community. He said that he is in favor of Option 3.

Mayor Saverino stated that Flood Brothers have offered to give energy saving light bulbs to residents at the Thursday Night Concerts.

Trustee McCarthy noted that Flood Brothers are also looking into bio-diesel trucks and other methods of staying green to help the community.

Trustee McCarthy moved and Trustee Schwarze made the second to approve Option 3 with a 5 year extension. The results of the roll call vote were:

Ayes:	6	Trustees Drager, Weiss, Schwarze, McCarthy, Gieser & Fenner
Nays:	0	
Absent:	0	

Brian Flood thanked the Board for their support and that they are proud that Carol Stream is their largest customer and they will do everything possible to retain the trust they Board has shown them.

#### **REPORT OF OFFICERS:**

Trustee Weiss congratulated Glenbard North High School athletes and parents on making the State Playoffs. He congratulated Driscoll High School in Addison for making the State Playoffs in their division for the 7<sup>th</sup> straight time. He wished everyone a Happy Thanksgiving and asked everyone to think about how they can help those in the community who need it.

Trustee Schwarze suggested that if everyone would do just small things to help the environment it would add up to great things for everyone. He said that the Tree Lighting will be on Friday at 6:20 pm and that he will have the honor of driving Santa on a fire truck. He also reminded everyone to shop Carol Stream.

Trustee Gieser also noted the Tree Lighting and that there are boxes throughout the community for people to donate non-perishable groceries and also new toys. He commended the Police Department and staff for utilizing E-Bay to sell seized vehicles and that the profits are almost \$100,000. He wished everyone a great Thanksgiving.

Trustee Fenner also wished everyone a happy, happy Thanksgiving and to remember the needy.

Trustee McCarthy congratulated the GBN football team and staff and wished them well at State. He said that the Youth Council will be at the Tree Lighting helping with games and crafts for the children.

Trustee Drager echoed good wishes for GBN and Happy Thanksgiving and added to please pray for our troops.

Village Clerk Melody wished everyone a Happy Thanksgiving.

Finance Director Stan Helgerson said that there will be a check-off box on the next two water bills for residents to donate to Christmas Sharing.

Mayor Saverino stated he attended a tour of the new Glen Oaks Hospital Emergency Room Wing and was very impressed with how very different it is from the old one. He reminded everyone of the Tree Lighting at 6:20 pm on Friday and he thanked the Brew House Café for supplying the hot chocolate and coffee for everyone. He noted that this was GBN's year and he wished them well at State and congratulated the athletes, the coaches and the parents for supporting the team.

Mayor Saverino wished everyone a Happy Thanksgiving and to stay safe.

At 8:45 pm, Trustee Fenner moved and Trustee McCarthy made the second to adjourn.  
The results of the roll call vote were:

Ayes:	6	Trustees Drager, Weiss, Schwarze, McCarthy, Gieser & Fenner
Nays:	0	
Absent:	0	

FOR THE BOARD OF TRUSTEES

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

November 26, 2007

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

Chairman Pro Tempore Angelo Christopher called the Regular Meeting of the Combined Plan Commission/Zoning Board of Appeals to order at 7:30 PM and directed Village Planner John Svalenka to call the roll.

Present: Chairman Pro Tempore Angelo Christopher, Commissioners Anthony Manzullo, Ralph Smoot, and Dee Spink  
Absent: Chairman Dave Michaelson, Commissioners Lateef Vora and Joyce Hundhausen, Recording Secretary Wynne Progar  
Also Present: Village Planner John Svalenka

**MINUTES:**

Commissioner Spink moved and Commissioner Manzullo made the second to approve the minutes of the meeting of November 12, 2007, as presented. The results of the roll call vote were:

Ayes: 3	Commissioners Manzullo, Spink, and Christopher
Nays: 0	
Abstain:1	Commissioner Smoot
Absent: 3	Commissioners Vora, Hundhausen, and Michaelson

**NEW BUSINESS:**

The training session, *Conducting the Zoning Board of Appeals Hearing*, was presented.

**REPORT OF OFFICERS:**

Commissioner Manzullo read a statement regarding proper motioning and voting procedures and commended Village Attorney, Stewart Diamond, for providing guidance.

**ADJOURNMENT:**

At 8:36 PM, Commissioner Manzullo moved and Commissioner Smoot made the second to adjourn. The motion passed by unanimous voice vote.

FOR THE COMBINED BOARD

**RESOLUTION NO. 2309**

**A RESOLUTION RECOGNIZING THE  
GLENBARD NORTH PANTHERS VARSITY FOOTBALL TEAM  
ON A STORIED 2007 FOOTBALL SEASON**

WHEREAS, under the leadership of Coach Ryan Wilkens and his dedicated staff of assistants, the Glenbard North Panthers Varsity Football Squad began preparing for their 2008 season back in the sweltering July summer heat; and

WHEREAS, on August 24, 2007, the Glenbard North Panthers Varsity Football Squad began their season with a victory over the Bartlett Hawks 35-28; and

WHEREAS, the coaches and players battled their way through a challenging season in the tough DuPage Valley Conference ending the regular season on October 19<sup>th</sup> with a narrow victory over Aurora West Blackhawks 14-7 finishing their regular season with 5 wins and 4 losses; and

WHEREAS, on October 24<sup>th</sup>, the Glenbard North Panthers began their 1<sup>st</sup> round of the 2007 IHSA Football playoffs with a convincing win over the Whitney Young Dolphins by a score of 23-0; and

WHEREAS, on November 2<sup>nd</sup>, the Panthers continued their winning ways by soundly defeating the York Dukes 35-13 and then on November 10<sup>th</sup> winning a close quarter-final match against the Fremd Vikings 32-28; and

WHEREAS, on November 17<sup>th</sup>, the Panthers advanced to the IHSA Class 8A Semifinals in a much anticipated game against the Mt. Carmel Carvan at Gatley Stadium in Chicago where they prevailed in an exciting 28-21 victory capped off by a late 4<sup>th</sup> quarter flea flicker; and

WHEREAS, on Saturday, November 24<sup>th</sup>, the Panthers took the field against the Naperville North Huskies in the 2007 IHSA 8A Finals in Memorial Stadium on the campus of the University of Illinois; and

WHEREAS, every member of the Varsity Panthers football team played their hearts out in the 8A Championship Game and clearly left everything on the field that evening and in doing so became the Carol Stream community's consensus 8A Champions.

NOW, THEREFORE, BE IT RESOLVED BY THE 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 2007 Glenbard North Panthers Varsity Football Team is hereby recognized for an outstanding season.

SECTION 2: Coach Wilkens and his fine staff of Assistant coaches are duly recognized for successfully preparing the team's student athletes under their direction

to compete on the field of play and in doing so representing the Carol Stream community in proud fashion all the way to the IHSA 8A Championship Game.

SECTION 3: Seniors on the Championship Varsity Squad are wished well in their future academic and athletic endeavors and the remaining members and the coaching staff are wished well as they look to next season to represent the Carol Stream community on and off the field of play in the competitive DuPage Valley Athletic Conference.

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

PASSED AND APPROVED THIS 3<sup>rd</sup> DAY OF DECEMBER 2007.

---

Frank Saverino Sr., Mayor

ATTEST:

---

Beth Melody, Village Clerk

**RESOLUTION 2310****A RESOLUTION RECOGNIZING THE COMMUNITY SERVICE OF THE  
2007 HOLIDAY TREE LIGHTING VOLUNTEERS**

Whereas, the Mayor and Village Board hosted their annual Holiday Tree Lighting on Friday evening , November 23<sup>rd</sup>; and

Whereas, this annual community event is a celebration of the beginning of the holiday season and an opportunity for elected officials, staff and program volunteers to extend warm holiday wishes to Carol Stream families, especially those with young children; and

Whereas, the Holiday Tree Lighting Ceremony enlists the skills, abilities and special talents of countless local volunteers to host a quality civic event in the signature Carol Stream style; and

Whereas, despite temperatures in the mid- 20's, the 2007 Holiday Tree Lighting lived up to its past success thanks to the efforts of the following program volunteers:

**Youth Council Members**

Gianna Consalvo	Ashley Crocello	Laura Westerholm
Nicolette Augustyn	Matthew Tucek	Zaeem Zafar
Samantha Augustyn		

**Police Department Volunteers**

Joyce Carbone	Fay Eppolito	Russ Milschewski
Ken Cerabona,	Bill Makofski	Tom Negele
Deborah Czarnecki	Ron Mason	Jim Strong

**Jay Stream Choir****Marilyn Leary, Faculty Director**

Julie Abbott	Joseph Rehberger	Ben Elliot
Briscel Martinez	Tiana Chalus	Leah Fenech
Renee Baker	Andrew Rosenberg	Saul Galvez
Megan Merkel	Sheridan Cole	Amber Gilliland
Caitlyn Beckler	Lisa Stegeman	Lauren Gramann
Amanda Moy	Adina Crawford	Andrea Griffith
Jessica Benevides	Kalee Sweeney	Ashton Hutcheson
Danny Peress	Bethany Crosby	Katarina Ivancevic
Jenny Burkart	Olivia Tortorice	Kristina Ivancevic
Colin Pierce	Sienna Crosby	Milica ivancevic
John Burkart	Alexis Vaughn	Predrag Ivancevic
Rebecca Ramirez	Marisa DiPaolo	Stojana Ivancevic
Erin Carlson	Matt Williams	Haley Jefferson

Kim Juarez  
Aditya Kapoor  
Sam Kriese

Nicole Krippinger  
Blake Lambert-Haak  
Kim Leppert

Monica Lewis

**Donors**

Saverino & Associates  
Brew House Café  
Charlie Tucek, Photography Services  
Carol Stream Fire Protection District  
Fannie Mae Candy of Carol Stream  
John Marciniak of the Carol Stream Police Department

Whereas, Mayor Saverino Sr. & the Village Board duly recognize your wonderful contribution to the 2007 Holiday Tree Lighting Ceremony and thank you for sharing your time, talent or/ or treasure with us to make this holiday season a memorable one for the young children of our community.

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

SECTION 1. That the **2007 Holiday Tree Lighting volunteers** are hereby recognized for their distinguished community service and wish each of them a safe, restful and joyous holiday season.

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

PASSED AND APPROVED THIS 3<sup>RD</sup> DAY OF DECEMBER 2007.

---

Frank Saverino Sr., Mayor

ATTEST:

---

Beth Melody, Village Clerk



**RESOLUTION NO. 2311**

**APPOINTING MEMBERS TO THE LOCAL YOUTH COUNCIL**

WHEREAS, Resolution 2161 adopted on November 7, 2005, created a local Youth Council consisting of five (5) members; and

WHEREAS, Resolution No. 2169, adopted February 6, 2006, amended Resolution 2161 to allow a local Youth Council of not less than five (5) nor more than ten (10) members; and

WHEREAS, five (5) Carol Stream residents are currently appointed to serve on the local Youth Council; and

WHEREAS the names of three (3) Carol Stream residents between fourteen (14) and nineteen (19) years of age have been recommended for appointment to the local Youth Council, which if approved, would provide a total of eight (8) members; and

WHEREAS, the Mayor and Board of Trustees upon review of the names provided concur with the recommendation.

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:     Samantha Augustyn - Glenbard North  
                  Laura Westerholm - Glenbard North  
                  Zaeem Zafar - Glenbard North**

are hereby appointed to the local Youth Council.

**SECTION 2:** In addition to the above noted appointments, the local Youth Council shall continue to include the following:

**Matt Tucek  
Nicolette Augustyn  
Nikki Cyrier  
Ben Crosby  
Gianna Consalvo**

SECTION 3: This Resolution shall be in full force and effect from and after its approval as provided by law.

PASSED AND APPROVED THIS 3<sup>RD</sup> DAY OF DECEMBER 2007.

AYES:

NAYS:

ABSENT:

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

ATTEST:

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

**PROCLAMATION**

**DECLARING DEC. 2007 NATIONAL DRUNK AND DRUGGED  
DRIVING PREVENTION MONTH**

WHEREAS, in 2006, motor vehicle crashes in our country totaled 17, 642 of which 41% (7,233) resulted in traffic fatalities; and

WHEREAS, in Illinois, motor vehicle crashes killed over 1,254 residents in 2006 of which 47% (594) of those involved the use and abuse of alcohol by a motorist; and

WHEREAS, the December holiday season is traditionally one of the most deadly times of the year for alcohol-impaired driving; and

WHEREAS, for thousands of families across the nation, the December holidays are a sad time to remember loved ones they lost to an impaired driver during a previous holiday season; and

WHEREAS, community-based programs involving consumer education, effective laws, and strong law enforcement have been proven to be successful in reducing impaired driving; and

WHEREAS, organizations from every state are joining together to support the '*You Drink, You Drive, You Lose*' public education campaign this December by supporting anti-impaired driving programs and policies; and

WHEREAS, the Village of Carol Stream is a full partner in this effort to make our roads and streets safer;

NOW THEREFORE BE IT PROCLAIMED THAT, I, MAYOR FRANK SAVERINO SR. & THE VILLAGE BOARD OF TRUSTEES, OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, do declare December 2007 National Drunk & Drugged Driving Prevention Month in Carol Stream and hereby call upon all citizens, government agencies, business leaders, hospitals, schools, and local civic organizations to promote awareness of the impaired driving problem, to support programs and policies to reduce the incidence of impaired driving, to promote safer and healthier behaviors regarding the use of alcohol and other drugs, and to provide opportunities for all to participate in the *You Drink, You Drive, You Lose* awareness campaign this December holiday season.

APPROVED THIS 3<sup>RD</sup> DAY OF DECEMBER 2007.

---

Frank Saverino Sr., Mayor

ATTEST:


---

Beth Melody, Village Clerk

G-1 12-3-07

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

**TO:** Joe Breinig, Village Manager

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

**DATE:** November 28, 2007

**RE:** Streetlight Replacement - Munson Drive

Included in this year's Village Capital Improvement Program is a multi-year program to replace various components of the Village's aging street lighting system.

The first project under this program is the replacement of the streetlights, cabling and controller of the streetlights along Munson Drive. These lights have been malfunctioning for some time now, and it was determined that complete replacement of this circuit was necessary. On November 20, 2007, bids were received for the replacement of the thirteen streetlight poles, wiring and controller along Munson Drive and the following bids were received:

Associated Electrical Contractors	\$54,945
Elmund & Nelson	\$70,181
Utility Dynamics	\$80,273
Thorne Electric	86,408
Edward Electric	\$98,752

The project was originally estimated at \$43,000. The low bid at \$54,945 is \$11,945 over this estimate because of the complexity of the project, which became apparent as the final plans and specifications were being developed. Sufficient funds are available within the capital improvement plan to provide for the additional cost of this project. If an additional budget amendment is necessary, as the cost of other projects are finalized, a budget amendment will be provided by the Finance Department at a future date.


All bids were in conformance with the project specifications. It is, therefore, our recommendation to award to the low bidder, Associated Electrical Contractors of Woodstock, IL, in the total project cost of \$54, 945.

JAT:lm

Village of Carol Stream  
Interdepartmental Memo

AGENDA ITEM

G-2 12-3-07

To: Village Manager Joe Breinig  
From:   
Chief Rick Willing  
Date: November 28, 2007  
Re: Automated Traffic Law Enforcement Systems (ATLE)

*Summary:*

*The attached staff study recommends that the Village Board give authorization for the Mayor and Village Manager to approve a contract with Redflex to provide an automated traffic law enforcement system (red light enforcement cameras) to enhance the Police Department's traffic safety program.*

The attached staff study memorializes the Police Department's review of the feasibility of incorporating Automated Traffic Law Enforcement systems in the Village of Carol Stream and the selection of a ATLE system vendor based upon a due diligence analysis. Based upon industry assumptions, an ATLE system in Carol Stream should have a significant impact on traffic safety.

Following our comprehensive analysis, we recommend that the Village Board approve a contract with Redflex to provide an ATLE system for the Village. This recommendation is based upon careful consideration of all of the apparent factors related to the decision making process.

The study concludes that Redflex provides all of the necessary features and services associated with a successful ATLE system and that their pricing platform is the most economically advantageous for the Village.

I have presented a review of this staff study to the Village Board at a workshop held on Monday, November 19. Following that presentation, the Village Board was in concurrence to present the Redflex contract before them for approval at the Board Meeting on December 3<sup>rd</sup>.

I will make myself readily available should there be any further questions concerning this recommendation.

*Carol Stream Police Department*  
**Red Light Camera Enforcement Systems**  
**Staff Study and Recommendation**

**Introduction**

Last year the Illinois legislature approved a law that allows municipalities to enforce red light violations through automated camera systems. (see Appendix A) The Village of Carol Stream could use this system to enhance its current traffic safety program. Several municipalities in the Chicago metropolitan area have implemented these systems and many more are in the planning/implementation stages.

**Purpose**

The stated intended purpose of Automated Traffic Law Enforcement (ATLE) is to enhance traffic safety and reduce the number of intersection crashes by increasing traffic enforcement through video surveillance technology. ATLE system vendors indicate that municipalities should experience an approximate 40-50% decrease in the number of intersection crashes within 6 months of system installation and a similar decrease in the number of crashes.

**Enforcement Systems**

The ATLES utilize sensors and digital photography to identify violators. Sensors are linked to the signalization system and when the light turns red, the system can detect if a vehicle travels past the stop line of the intersection. The offending vehicle is then videotaped and photographed. Through digital technology, the license plate of the vehicle is enhanced for viewing. Following several reviews of the violation, the registered owner is issued a civil citation not to exceed \$100 for the violation. The violation must be paid or the registered owner may request a hearing before an adjudicator. A late fee of an additional \$100 will be assessed if the registered owner fails to take care of the citation following the Notice of Final Determination. If the citation is not paid or disposed of by adjudication, the citation may be sent to collections. If a registered owner has 5 or more unpaid citations, the Village can submit this information to the Secretary of State for suspension of the person's driver's license until payment is made.

**The Violation Process**

1. Violation is captured by ATLE systems
2. Violation is reviewed by the vendor for accuracy
3. Violation incident is populated with vehicle registration information
4. Violation is sent to Police Department for final review/authorization
5. Violation notices are sent by vendor
6. Violator may pay by mail or request a hearing
7. Violation adjudicated at hearing

**Exemptions**

The law allows for several exemptions of the ATLE violation including:

1. The plates or registered vehicle had been reported stolen PRIOR to the violation.
2. The vehicle was part of a funeral procession.
3. The vehicle was yielding the right of way to an approaching emergency vehicle.
4. The vehicle was an emergency vehicle.

### **Vendor Assessments**

A committee met with five initial vendors. Following initial vendor presentations, the committee narrowed the field to four; Traffipax, RedSpeed, GATSO and Redflex. The committee then conducted an on-site visit to three municipalities that had functioning systems. These municipalities were Oaklawn (Redflex), Calumet City (Traffipax) and Bellwood (RedSpeed). GATSO is currently entering the Illinois market and does not have any local systems functioning.

### **Location Assessments**

There are 20 traffic-signal intersections in the jurisdiction of the Village. (Appendix B) Of these, 4 are under IDOT control 15 are DuPage County DOT controlled and one Village of Carol Stream controlled.

Based upon our historical data of crashes at these intersections, we proposed that vendors review the approaches at ten of these intersections. These intersections were identified by both the frequency of crashes and the difficulty of red light enforcement associated with the intersection.

All four vendors conducted some type of assessment of these locations and identified those intersections and approaches they would agree to place ATLE systems. All of the vendors had different recommendations. All vendors indicated that they would recommend an incremental approach to implementation.

Traffipax recommended 8 ATLE systems at 7 different intersections.

RedSpeed recommended 2 ATLE systems at 1 intersection.

Redflex recommended 4 ATLE systems at 2 intersections.

GATSO recommended 7 ATLE systems at 2 different intersections.

Several of the vendors indicated that up to 90% of all violations could be for right turn on red violations including:

1. Stopping past stop line
2. Stopping prior to stop line and proceeding through without stopping again (vehicles staged)
3. Slowing but not coming to a complete stop
4. Making right turn on red without slowing or stopping

### **Ordinance Required**

An ATLE system requires an ordinance to establish the enforcement program. Attached is an ordinance prepared by Ancel, Glink, Diamond, Krafthefer and DiCianni for Board consideration. (Appendix C) This ordinance establishes all of the requisites proscribed by the Illinois law.

### **Adjudication**

A requirement of the ATLE legislation is the creation of an adjudication process. If implemented the Village would be required to hold periodic hearings for violators wishing to appeal the citation. An attorney should conduct the hearing. Of the municipalities contacted, most indicated that they were able to manage the appeals in a hearing date once a month. We would be required to establish a hearing location here in the Municipal Center or other proximate



location. The hearing room would have to accommodate a significant number of attendees and have Internet, computer and audio-visual capabilities. The Village Board Room would seem to be the most logical place for these hearings. Depending upon the municipality, experience has been that 50-100 violators appear for a hearing. Assuming that each hearing would take approximately 5 minutes, it would require 4-8 hours of hearing time per month.

Unlike court hearings there are limited defenses for a violation. Below are the defined defenses from the proposed ordinance. In all other cases, there is **absolute liability**. Simply put, you either ran the red light or you didn't.

Below is an excerpt of the proposed ordinance as it relates to the defenses of a violation:

### **§ 8-8-3 DEFENSES**

The following may be considered defenses by the Hearing Officer for a violation of § 8-8-2:

1. that the motor vehicle or registration plates of the motor vehicle were stolen before the violation occurred, and not under the control of or in the possession of the owner at the time of the violation. To demonstrate that the motor vehicle or the registration plates were stolen before the violation occurred and were not under the control or possession of the owner at the time of the violation, the owner must submit proof that a report concerning the stolen motor vehicle or registration plates was filed with a law enforcement agency in a timely manner;
2. that the driver of the vehicle passed through the intersection when the light was red either (i) in order to yield the right-of-way to an emergency vehicle or (ii) as part of a funeral procession.

### **Traffic Compliance Administrator**

The ordinance identifies the Chief of Police or his designee as the traffic compliance administrator. I would recommend that the sergeant in charge of the Traffic Unit be assigned this responsibility. He will be responsible for the review and approval of all violations and serve as a coordinator of the adjudication hearings. He will also serve as program coordinator and act as a liaison with the vendor.

### **Costs**

The direct costs to the Village of Carol Stream for an ATLE program would be the overtime required by the Traffic Compliance Administrator in review of the violations. Municipalities indicate that it can take from 1-2 hours per day for review. This cost is estimated at \$2,000 per month in overtime.

In addition, the Village would have to hire an adjudicator for the monthly hearings. There should not be any need for pre-hearing preparation, so the attorney's costs should be limited to the actual time needed to conduct the hearings. This cost is estimated at \$800 per month (maximum).

### **Industry Assumptions**

All of the vendors have indicated that the Village would experience an approximate 50% decrease in the number of ATLE violations within a 6-month period and then, absent any new factors, remain fairly constant. Based upon this assumption, the Village would experience an approximate 50% decrease in monthly violation revenue within 6 months of system operation and then remain constant for the duration of the system.

The vendors also indicate that ATLE systems create a "halo effect". A "halo effect" is the area where there is greater driver compliance with traffic laws surrounding an intersection that has

an ATLE system. Due to this "halo effect" a community can "over saturate" the area with systems. In order to be effective, ATLE systems must be placed a considerable distance from one another or established for different directions of traffic. Strategic placement is recommended to improve traffic safety and ensure cost effectiveness.

In addition, they have estimated that the Village can assume an approximate 75% payment compliance rate. This estimate is based upon the demographics of DuPage County.

### **Location selection**

Based upon the intersection analysis provided by the vendors, I would recommend that the Village of Carol Stream and the contracted vendor consider installing ATLE systems at the following intersections and approaches;

- Eastbound North Ave at Gary Ave or Kuhn Rd,
- Southbound Gary Ave. at North Ave.,
- Westbound North Ave. at Schmale Rd.,
- Southbound Schmale Rd. at North Ave.,
- Southbound Gary Ave. at Lies Rd.

These intersections were selected based upon several factors including:

1. The frequency of crashes at those intersections,
2. The traffic volume,
3. The apparent "halo effect" that these systems will have on other Village intersections,
4. The frequency of violations based upon vendor studies

Since this is a new program, Installation of systems should be completed on an incremental basis so the program can be integrated in to Village operations effectively and efficiently. Additional systems could be installed once the inaugural program is tested and evaluated.

### **Critical Issues**

#### Right Turn On Red Enforcement Standard

One of the critical issues concerning ATLE systems deals with right turn on red violations. We learned that a local municipality was struggling with these violations and we went to learn more about their issue. Whereas straight through on red violations are obvious to detect, right turn on reds are a more difficult issue. ATLE systems for right turn lanes will identify ALL violations of the law. These include: stopping past the stop line, slowing but not coming to a complete stop, stopping behind a vehicle stopped at the stop line and then proceeding through and those that drive through the red without stopping or rolling. Vendors have indicated that approximately 90% of ALL ATLE violations will be for right turn on reds. Bolingbrook received a significant amount of complaints and appeals when they applied the strict standard for violations. They have since relaxed their standard and are considering eliminating enforcement of right turns on red all together. *[since this study was written, Bolingbrook has decided to suspend their program for 6 months while they complete an analysis to determine continued use]* It will be important for us to have a definite policy that may be applied by the reviewer so that there is consistency in application. There should not be any flexibility on a case-by-case basis with a clear policy. It should be noted that the ATLE systems will identify the violation but can be "reviewed out". Some vendors charge for the capture and review of those violations even if no citation will be issued. I would recommend that violations of the right turn on red be for any driver who does not come to a **complete stop** somewhere in the right turn lane before making the entry in to the cross traffic lane. This type of enforcement application will reduce the number of estimated violators provided by the vendors.

It would appear that some vendors, when conducting their intersection analysis, took a zero tolerance approach to right turn on red violations. Vendors have told me that the right turn violations are a learned behavior and that these violations will significantly reduce with the implementation of the ATLE systems through behavior modification.

#### Registered Owner Responsibility

The registered owner of the vehicle is financially responsible for the citation even if someone else is driving the vehicle at the time of the violation. The registered owner may "nominate" driver to the ATLE administrator, however if the driver fails to take care of the citation, final responsibility rests upon the registered owner. Non-payment of 5 of these violations will result in the suspension of the registered owner's driver's license even if he/she was not the driver of the vehicle used in the violations. The ATLE system takes a photograph of the rear of the vehicle (by law) and there is no way to identify who was actually driving the vehicle at the time of the violation.

#### City of Chicago Lawsuit

There is a federal lawsuit where the City of Chicago has been named as a defendant concerning the use of ATLE systems there. The lawsuit involves several issues concerning the application of law including:

- Denial of equal treatment (driver v. registered owner)
- Due process violations

Due to this lawsuit, several corporate counsels for other municipalities are recommending to either defer implementation of ATLE systems until the case is settled or escrow the fine revenue in case the court rules in favor of the driver and the systems are ruled unconstitutional. In such a case, we may have to reimburse the violators. In that case, the municipality would incur the processing and monthly fee costs of the ATLE systems since contract implementation.

#### Scheduling Adjudication Hearings

Since we could expect a significant number of violators requesting hearings, the establishment of a hearing day and time will be critical. Could our Municipal Center handle the volume of adjudication hearings in one day or would they have to be spread out over multiple dates. Would we schedule hearings during normal business hours or would we schedule more convenient after hour or weekend dates.

#### Permitting Requirements

ATLE systems require a permit authorizing installation on any IDOT or DuPage County controlled intersection. Permit applications are submitted post-contract by the vendor and the municipality. The application requires justification for installation including crash data and a summary of current traffic safety enforcement. Final determination of ATLE system locations is dependant upon permit approval. Vendors indicate that IDOT may require signalization upgrade at the intersection. This upgrade includes 12" signal heads (if necessary) and LED lights. Upgrade costs are estimated at \$200 per light. Most vendors indicated that they would incur the cost of the upgrade if required. The vendors indicate that IDOT has been approving permits with an approximate 120-day processing time. **NO** DuPage County permits have been issued to date. It should be noted that a DuPage County permit would be required on any IDOT intersection where system infrastructure would be on a DuPage County highway approach. There has been unsubstantiated information that DuPage County is contemplating a revenue share requirement as a contingency of permit approval.

### **Customer Service**

All of the ATLE vendors provide customer service (back office operations) for their systems. This includes a 1-800 number to call, a website to view the video and make payment or request a hearing date, and other related questions. If implemented, the Police Department would **not** be the primary point of contact for the violation. Callers would be simply referred to the vendor's customer service number. The Police Department or Village would only intervene on a matter if there were a procedural problem with the violation.

### **Analysis and Recommendation**

Based upon a careful analysis, I find that each one of the vendor's product addresses the primary objective of traffic safety. Each vendor indicated that within six months, the municipality would experience an approximate 40-50% decrease in intersection crashes in the area of the installed ATLE systems. The actual number of violations captured by the ATLE system will also reduce equally. Since each system addresses the safety issue, the decision relies upon other decision factors including functionality, features of the product and a cost/benefit analysis.

Representatives from the Police Department and the Village Manager conducted site visits at three different municipalities in which three of the vendors had active systems. The products we observed were systems from RedSpeed, Redflex and Traffipax. During those visits we were able to speak with the department coordinator and solicit operational feedback. All of the agencies indicated that the systems operated as promised and that there were no functional issues with the product. I conducted a phone survey of agencies using GATSO since there are no operational systems in Illinois at this time.

I also conducted an analysis of the terms of the contract for each vendor. The following assumptions were used for this analysis:

- The number of violations would decrease 50% within 6 months;
- The estimated payment compliance rate would be 75% and a worst-case scenario of 50%;
- Monthly fixed costs would include any maintenance fee required by the contract and the cost for administration of the program (\$2,000 of overtime for Traffic Enforcement Administrator and Adjudication Officer (\$800);
- Processing costs based upon full processing of each violation

**Based upon our analysis and utilizing the decision matrix included, I recommend that the Village execute an agreement with Redflex to provide an ATLE system at mutually agreed intersection following a complete analysis of the village's intersections. Their abbreviated study revealed that at least two intersections along North Avenue would be viable for ATLE systems.**

**This decision includes the determination that the Redflex pricing structure of \$4,395 in monthly maintenance fees and \$4.80 per citation issued is the most advantageous. Contracting with Redflex would require a minimum of 103 violations per month (less than 4 violations per day) to be cost neutral\*. Our traffic officers indicate that they observe a minimum of 1 violation per hour when conducting red light enforcement along North Avenue.**

*\*Using a 75% payment compliance rate assumption*

**All other vendors charge a per process fee that could potentially result in a processing fee of \$30-36 per violation. In addition, Redspeed and Traffipax charge a processing fee even if a citation is not issued.**

Following the recommendation selection of Redflex, a second review of their product and services was conducted through phone inquiries with customers. I did not receive any information that would negatively influence the selection of Redflex as the vendor of choice.

#### **Legal Review of Proposed Contract**

The proposed contract with Redflex has been reviewed by Stu Diamond of Ancel, Glink, et al. He has identified some contract language that we are working with Redflex to address. In addition, a meeting with Mr. Diamond and the representative from Reflex is scheduled prior to the Board Meeting.

#### **Public Awareness**

Our research has indicated that a robust public education initiative proceed the ATLE system implementation. Redflex has provided the department with a comprehensive public information plan including press releases, discussion points for media interviews, two public service announcements for our local cable station, and frequently asked questions that can be included on a website. We will begin our public awareness campaign immediately following contract approval.

#### **Conclusion**

Most vendors suggested a measured approach to system implementation by starting with a few intersections and adding more systems as warranted. This allows the program be developed under a soft implementation, and determining the impact of the ATLE systems before selecting other strategic locations. I look forward to the Village Board's approval of a contract with Redflex and the implementation of ATLE systems in the Village.

## **Project Management**

- Approve contract with selected vendor
- Approve ordinance establishing the violation, enforcement, and adjudication process
- Create adjudication process and contract with a hearing officer
- Create Financial Accounting and Reporting system
- Submit application for IDOT or DuPage County DOT permit (120 day estimate)
- Upon permit approval, install infrastructure (60-day estimate)
- Evaluate IT needs of system and establish Traffic Administrator and Hearing Officer workstation
- Train the traffic control administrator and other traffic officers on violation review
- Public education
- Warning period
- Institute enforcement
- Periodic review of program/Report to Village Board

## Appendix B

(Intersections with Traffic Signals in Carol Stream)

### IDOT Controlled

North Ave. @ President St.- IDOT  
North Ave. @ Schmale Rd.-IDOT  
North Ave. @ Gary Ave.-IDOT  
North Ave. @ Kuhn Rd.-IDOT

### DuPage County Highway Controlled

Schmale Rd. @ Fullerton  
Schmale Rd. @ St. Charles Rd.  
Schmale Rd. @ Gundersen Dr.  
Schmale Rd. @ Thornhill Way  
Schmale Rd. @ Geneva Crossing  
Gary Ave. @ Stark  
Gary Ave. @ Lies Rd.  
Gary Ave. @ Elk Trail  
Gary Ave. @ Hiawatha/Fullerton  
Gary Ave. @ Thunderbird  
Gary Ave. @ St. Charles Rd. (north)  
Gary Ave. @ St. Charles Rd. (south)  
County Farm Rd. @ Kelly  
County Farm Rd. @ Lies  
County Farm Rd. @ Birchbark

### Village of Carol Stream Controlled

Lies Rd. @ Kuhn Rd.

## 2006 Crash Data for Carol Stream Intersections

BY FREQUENCY			
1.	North Ave. at Gary Ave.	44	(43)
2.	North Ave. at Schmale Rd.	32	(48)
3.	County Farm at Lies Rd.	21	(20)
4.	Gary Ave. at Lies Rd.	18	(17)
5.	North Ave. at Kuhn Rd.	17	(14)
6.	Gary Ave. at Fullerton	12	(18)
	Kuhn Rd. At Lies Rd.	12	(<10)
8.	Schmale Rd. at St. Charles Rd.	10	(20)
	Gary Ave. at St. Charles	10	(20)
10.	North Ave. at President St.	9	

**BY SEVERITY (INJURY ACCIDENTS)**

1.	Gary Ave. at Fullerton	4	(4)
	Gary Ave. at Lies	4	(5)
	Kuhn Rd. at North Ave.	4	(4)
4.	County Farm Rd. at Lies Rd.	3	(5)
	North Ave. at Gary Ave.	3	(6)
	Kuhn Rd. at Lies Rd.	3	(4)
	North Ave. at Schmale Rd.	3	(3)



## Appendix A

### Illinois Law Concerning Automated Traffic Law Enforcement Systems

(625 ILCS 5/11-208.6)

Sec. 11-208.6. Automated traffic law enforcement system.

(a) As used in this Section, "automated traffic law enforcement system" means a device with one or more motor vehicle sensors working in conjunction with a red light signal to produce recorded images of motor vehicles entering an intersection against a red signal indication in violation of Section 11-306 of this Code or a similar provision of a local ordinance.

An automated traffic law enforcement system is a system, in a municipality or county operated by a governmental agency, that produces a recorded image of a motor vehicle's violation of a provision of this Code or a local ordinance and is designed to obtain a clear recorded image of the vehicle and the vehicle's license plate. The recorded image must also display the time, date, and location of the violation.

(b) As used in this Section, "recorded images" means images recorded by an automated traffic law enforcement system on:

- (1) 2 or more photographs;
- (2) 2 or more microphotographs;
- (3) 2 or more electronic images; or

(4) a video recording showing the motor vehicle and, on at least one image or portion of the recording, clearly identifying the registration plate number of the motor vehicle.

(c) A county or municipality, including a home rule county or municipality, may not use an automated traffic law enforcement system to provide recorded images of a motor vehicle for the purpose of recording its speed. The regulation of the use of automated traffic law enforcement systems to record vehicle speeds is an exclusive power and function of the State. This subsection (c) is a denial and limitation of home rule powers and functions under subsection (h) of Section 6 of Article VII of the Illinois Constitution.

(d) For each violation of a provision of this Code or a local ordinance recorded by an automatic traffic law enforcement system, the county or municipality having jurisdiction shall issue a written notice of the violation to the registered owner of the vehicle as the alleged violator. The notice shall be delivered to the registered owner of the vehicle, by mail, within 30 days after the Secretary of State notifies the municipality or county of the identity of the owner of the vehicle, but in no event later than 90 days after the violation.

The notice shall include:

- (1) the name and address of the registered owner of the vehicle;
- (2) the registration number of the motor vehicle involved in the violation;
- (3) the violation charged;
- (4) the location where the violation occurred;
- (5) the date and time of the violation;
- (6) a copy of the recorded images;
- (7) the amount of the civil penalty imposed and the date by which the civil penalty should be paid;
- (8) a statement that recorded images are evidence of a violation of a red light signal;
- (9) a warning that failure to pay the civil penalty or to contest liability in a timely manner is an admission of liability and may result in a suspension of the driving privileges of the registered owner of the vehicle; and
- (10) a statement that the person may elect to proceed by:

(A) paying the fine; or

(B) challenging the charge in court, by mail, or by administrative hearing.

(e) If a person charged with a traffic violation, as a result of an automated traffic law enforcement system, does not pay or successfully contest the civil penalty resulting from that violation, the Secretary of State shall suspend the driving privileges of the registered owner of the vehicle under Section 6-306.5 of this Code for failing to pay any fine or penalty due and owing as a result of 5 violations of the automated traffic law enforcement system.

(f) Based on inspection of recorded images produced by an automated traffic law enforcement system, a notice alleging that the violation occurred shall be evidence of the facts contained in the notice and admissible in any proceeding alleging a violation under this Section.

(g) Recorded images made by an automatic traffic law enforcement system are confidential and shall be made

available only to the alleged violator and governmental and law enforcement agencies for purposes of adjudicating a violation of this Section, for statistical purposes, or for other governmental purposes. Any recorded image evidencing a violation of this Section, however, may be admissible in any proceeding resulting from the issuance of the citation.

(h) The court or hearing officer may consider in defense of a violation:

(1) that the motor vehicle or registration plates of the motor vehicle were stolen before the violation occurred and not under the control of or in the possession of the owner at the time of the violation;

(2) that the driver of the vehicle passed through the intersection when the light was red either (i) in order to yield the right-of-way to an emergency vehicle or (ii) as part of a funeral procession; and

(3) any other evidence or issues provided by municipal or county ordinance.

(i) To demonstrate that the motor vehicle or the registration plates were stolen before the violation occurred and were not under the control or possession of the owner at the time of the violation, the owner must submit proof that a report concerning the stolen motor vehicle or registration plates was filed with a law enforcement agency in a timely manner.

(j) Unless the driver of the motor vehicle received a Uniform Traffic Citation from a police officer at the time of the violation, the motor vehicle owner is subject to a civil penalty not exceeding \$100, plus an additional penalty of not more than \$100 for failure to pay the original penalty in a timely manner, if the motor vehicle is recorded by an automated traffic law enforcement system. A violation for which a civil penalty is imposed under this Section is not a violation of a traffic regulation governing the movement of vehicles and may not be recorded on the driving record of the owner of the vehicle.

(k) An intersection equipped with an automated traffic law enforcement system must be posted with a sign visible to approaching traffic indicating that the intersection is being monitored by an automated traffic law enforcement system.

(l) The compensation paid for an automated traffic law enforcement system must be based on the value of the equipment or the services provided and may not be based on the number of traffic citations issued or the revenue generated by the system.

(m) This Section applies only to the counties of Cook, DuPage, Kane, Lake, Madison, McHenry, St. Clair, and Will and to municipalities located within those counties.

(Source: P.A. 94-795, eff. 5-22-06.)

Appendix C

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

**ORDINANCE  
OF THE VILLAGE OF CAROL STREAM  
CREATING AN AUTOMATED TRAFFIC LAW ENFORCEMENT SYSTEM**

WHEREAS, the Village of Carol Stream (hereinafter, the "Village"), pursuant to 625 ILCS 5/11-208.6, may enact an ordinance providing for an automated traffic law enforcement system to enforce State and local traffic control signal laws and regulations through the use of electronic monitoring devices and by imposing liability on registered vehicle owners violating such State laws and local provisions; and

WHEREAS, the Village, pursuant to 625 ILCS 5/11-208.3 et seq., may enact a system of administrative adjudication to adjudicate violations of regulations related to automated traffic law violations; and

WHEREAS, the Corporate Authorities of the Village are desirous of providing a fair and efficient method of enforcing regulations through administrative adjudication of automated traffic law violations; and

WHEREAS, the Village, pursuant to 625 ILCS 5/11-208(a)(2), may regulate traffic through the use of traffic control signals; and

WHEREAS, the Village, pursuant to 625 ILCS 5/11-208(a)(15), may adopt traffic regulations as authorized by the Illinois Vehicle Code; and

WHEREAS, the Corporate Authorities of the Village believe that instituting a system of administrative adjudication to adjudicate contested matters with respect to the automated traffic law enforcement system will facilitate prompt and just resolution of disputes;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Carol Stream, as follows:

Section 1. The foregoing recitals are incorporated herein as though fully set forth.

Section 2. Chapter 8, entitled "Traffic Code" of the Carol Stream Village Code, is hereby amended by adding thereto the following Article 8, entitled "Automated Traffic Law Enforcement System."

**ARTICLE 8 AUTOMATED TRAFFIC LAW ENFORCEMENT SYSTEM**

**§ 8-8-1 DEFINITIONS**

*Automated traffic law enforcement system* means a device within the Village of Carol Stream with one or more motor vehicle sensors working in conjunction with a red light signal to produce recorded images of motor vehicles entering an intersection against a steady or flashing red signal indication in violation of Section 11-306 of the Illinois Vehicle Code ("Code"), 625 ILCS 5/11-306, or similar violation of the Village Municipal Code.

*Disregarding a traffic control device* means failure to stop and remain stopped before an intersection that is controlled by a red signal as provided for in Section 11-306 of the Code.

*Hearing Officer* means a person appointed by the Mayor of Carol Stream having the qualifications specified in 65 ILCS 5/1-2.2-1 et seq.

*No turn on red* means failure to stop and remain stopped, and not proceeding to turn right at, an intersection controlled by both a sign indicating "No turn on red," or other similar language, and a red signal as provided for in Section 11-306 of the Code.

*Recorded images* means images produced by the automated traffic law enforcement system, which consist of either 2 or more photographs; 2 or more microphotographs; 2 or more electronic images; or, a video recording showing the motor vehicle and, on at least one image or portion of the recording, clearly identifying the registration plate number of the motor vehicle.

*Traffic Compliance Administrator* means the Chief of Police of the Village of Carol Stream or his designee, who shall have the following additional powers: to adopt, distribute and process automated traffic law violation notices and other notices required by this Article, collect money paid as fines and penalties, operate the automated traffic law enforcement system, and make certified reports to the Secretary of State as required by this Article.

#### **§ 8-8-2 VIOLATION**

It shall be a violation of this Article for a vehicle to disregard a traffic control device or turn on red in violation of Section 11-306 of the Code.

#### **§ 8-8-3 DEFENSES**

The following may be considered defenses by the Hearing Officer for a violation of § 8-8-2:

1. that the motor vehicle or registration plates of the motor vehicle were stolen before the violation occurred, and not under the control of or in the possession of the owner at the time of the violation. To demonstrate that the motor vehicle or the registration plates were stolen before the violation occurred and were not under the control or possession of the owner at the time of the violation, the owner must submit proof that a report concerning the stolen motor vehicle or registration plates was filed with a law enforcement agency in a timely manner;
2. that the driver of the vehicle passed through the intersection when the light was red either (i) in order to yield the right-of-way to an emergency vehicle or (ii) as part of a funeral procession.

#### **§ 8-8-4 NOTICE OF VIOLATION**

When the automated traffic law enforcement system records a motor vehicle entering an intersection in violation of § 8-8-2, the Village shall issue a written Notice of Violation to the registered owner or lessee of the vehicle, which shall be delivered by U.S. mail within 30 days after the Illinois Secretary of State notifies the Village of the identity of the registered owner or lessee of the vehicle, and in no event later than 90 days following the violation. The Village shall only be required to notify a lessee if the leasing company/lessor provides the lessee's name by an affidavit and a copy of the lease within 60 days of the notice's issuance. If the driver information is not provided within 60 days, the leasing

company/lessor may be found liable. If any notice to an address is returned as undeliverable, a second notice shall be sent to the last known address recorded in a United States Post Office approved database of the owner or lessee of the cited vehicle. The second notice shall be made by first class mail postage prepaid.

A Notice of Violation associated with an automated traffic law violation shall require a review of the associated recorded image by the Traffic Compliance Administrator, who shall inspect the image and determine whether the motor vehicle was being operated in violation of § 8-8-2, or whether one of the defenses enumerated in § 8-8-3 is visibly applicable upon inspection. Upon determination that the recorded image captures a violation and that no defense applies, the notice of violation shall be served upon the registered vehicle owner in the manner provided for above. The Traffic Compliance Administrator shall retain a copy of all violation notices, recorded images and other correspondence mailed to the owner of the vehicle. Each Notice of Violation shall constitute evidence of the facts contained in the notice and is admissible in any proceeding alleging a violation of the above-noted statutory and local provisions and shall be *prima facie* evidence of a violation, subject to rebuttal on the basis of the defenses established in this Article.

The Notice of Violation shall include the following information:

1. the name and address of the registered owner or lessee of the vehicle, as indicated by the records of the Secretary of State, or, if such information is outdated or unattainable, then the last known address recorded in a United States Post Office approved database;
2. the make (only if discernable) and registration number of the motor vehicle involved in the violation;
3. the violation charged;
4. the location where the violation occurred;
5. the date and time of the violation;
6. a copy of the recorded images;
7. the amount of the civil penalty and the date by which the penalty should be paid (21 days from the date of issuance), if a hearing is not requested, and a statement that the payment of the fine shall operate as a final disposition of the violation;
8. a statement that a failure to pay the civil penalty by the date noted may result in an additional late fee being assessed against the owner or lessee;
9. the amount of the late fee;
10. a statement that the failure to pay by the date specified will result in a final determination of liability and may result in the suspension of driving privileges for the registered owner of the vehicle;
11. a statement that the recorded images constitute *prima facie* evidence of a violation;

12. a statement that the person may elect to proceed by paying the fine or challenging the charge by administrative hearing; and
13. a statement of how an administrative hearing may be requested.

#### **§ 8-8-5 HEARING**

The owner of a vehicle being operated in violation of § 8-8-2 may request a hearing by the respond-by date on the Notice of Violation (21 days from the date of issuance), to challenge the evidence or set forth an applicable defense. The Notice of Violation shall constitute evidence of the facts contained in the notice and is admissible in any proceeding alleging a violation of § 8-8-2. The Notice of Violation shall be *prima facie* evidence of a violation, subject to rebuttal on the basis of the defenses established in § 8-8-3.

The owner's failure to appear at the hearing will result in a finding of liability. In the event of a failure to appear, a "Findings, Decision and Order" letter will be sent to the owner. The owner's failure to pay the amount by the date specified in that letter will result in a final determination.

#### **§ 8-8-6 NON-RESIDENTS**

Where the registered owner or lessee of the cited vehicle is not a resident of the Village but seeks to contest the alleged violation, such person may contest the charges using the same available defenses as stated above, but rather than attend the administrative hearing, they may submit any and all documentary evidence to the Traffic Compliance Administrator no later than the hearing date, together with a written statement reflecting that the owner is a Non-Resident of the Village of Carol Stream. The Traffic Compliance Administrator shall forward all timely-submitted materials to the Hearing Officer for review and determination.

#### **§ 8-8-7 FINAL DETERMINATION**

A Final Determination of violation liability shall occur following failure to pay the fine, a failure to request a hearing by the respond-by date, after a hearing officer's determination of violation liability and the exhaustion of or failure to exhaust any administrative review procedures provided by the Village of Carol Stream Municipal Code. Where a person fails to appear at a hearing to contest the alleged violation in the time and manner specified in a prior mailed notice, the hearing officer's determination shall become final upon a failure to pay the amount owed on date provided in the "Findings, Decision and Order" letter. Appeal may be made to the Circuit Court of DuPage County on any final determination as provided for by the Administrative Review Act.

#### **§ 8-8-8 NOTICE OF DETERMINATION OF LIABILITY**

If the registered owner fails to pay or contest the Notice of Violation within 21 days a Notice of Determination of Liability will be sent to the owner indicating that a fine in the amount of \$100 is due to the Village. The notice will also state that the owner can petition the Village to set aside the determination of liability before it becomes final. If the owner does not pay the \$100 as specified in the notice within 21 days, a Notice of Final Determination will be sent to the owner indicating that the owner has exhausted all challenge options and the \$100 fine is a debt due and owing to the Village and must be paid within 14 days. The owner will also be notified that the failure to pay the \$100 fine within 14 days will result in a late fee of \$100 added to the original fine.

**§ 8-8-9 NOTICE OF FINAL DETERMINATION**

A Notice of Final Determination shall be sent following the final determination of automated traffic law violation liability and the conclusion of judicial review. The Notice of Final Determination shall include the following information:

1. a statement that the unpaid fine is a debt due and owing to the Village of Carol Stream
2. a warning that a failure to pay any fine due and owing to the Village of Carol Stream within 14 days may result in a petition to the Circuit Court of DuPage County to have the unpaid fine rendered as a judgment or may result in the suspension of the person's drivers license for failure to pay fines or penalties for 5 or more violation under this Article.

**§ 8-8-10 PETITIONS TO SET ASIDE FINAL DETERMINATION**

A Petition to Set Aside Final Determination of an automated traffic law violation must be filed with or mailed to the Traffic Control Administrator within 14 days of the date of mailing of the Notice of Determination of Liability. The grounds for the petition are limited to:

1. the person was not the owner or lessee of the cited vehicle on the date of the violation notice was issued;
2. the person has already paid the fine for the violation in question; and
3. excusable failure to appear at or request a new date for a hearing.

Upon receipt of a timely petition to set aside the determination of liability, the Hearing Officer shall review the petition to determine if cause has been shown to set aside the determination. If cause has been shown, the Village shall forward the petitioner a new hearing date on which the petitioner must appear to present his case. The Village shall notify the petitioner of the Hearing Officer's decision to grant a hearing or deny the petition within 14 days of the municipalities receipt.

**§ 8-8-11 NOTICE OF IMPENDING DRIVER'S LICENSE SUSPENSION**

A Notice of Impending Driver's License Suspension shall be sent to the person liable for any fine or penalty that remains due and owing on 5 or more violations of this Article. The Notice of Impending Driver's License Suspension shall state the following information:

1. the failure to pay the fines owing within 45 days of the notice's date will result in the Village of Carol Stream notifying the Secretary of State that the person is eligible for initiation of suspension proceedings under Section 6306.5 of the Code;

2. a statement that the person may obtain a copy of the original ticket imposing a fine by sending a self-addressed, stamped envelope to the Village along with a request for the copy.

The Notice of Impending Drivers License Suspension shall be sent by first class mail, postage prepaid, to the address recorded with the Secretary of State or, if any notice to that address is returned as undeliverable, to the last known address recorded in a United States Post Office approved database.

#### **§ 8-8-12 DRIVER'S LICENSE SUSPENSION**

The Traffic Compliance Administrator, by certified report, may request that the Secretary of State suspend the driving privileges of an owner of a registered vehicle who has failed to pay any fine or penalty due and owing for 5 or more automated traffic violations. The report shall be certified and contain the following:

1. the name, last known address as recorded with the Secretary of State, as provided by the lessor of the cited vehicle at the time of lease, or as recorded in a United States post office approved database if any notice sent under this Article is returned as undeliverable, and driver's license number of the person who failed to pay the fine or penalty and the registration number of any vehicle known to be registered to such person in a state;
2. the name of the Village making the report pursuant to this section; and
3. a statement that a Notice of Impending Driver's License Suspension has been sent to the person named in the report at the address recorded with the Secretary of State or at the last address known to the lessor of the cited vehicle at the time of the lease or, if any notice sent under this Article is returned as undeliverable at the last known address recorded at a United States Post office approved database; the date on which such notice was sent; and address to which such notice was sent.

The Traffic Compliance Administrator shall notify the Secretary of State whenever a person named in the certified report has paid the previously recorded fine or penalty or whenever the Village determines that the original report was in error. A certified copy of such notification shall also be given upon request and at no additional charge to the person named therein.

Any person receiving notice from the Secretary of State that his or her driving privileges may be suspended at the end of a specified period may challenge the accuracy of the certified report prepared by the Traffic Compliance Administrator. The person shall, within 7 days after having received notice from the Secretary of State, request an opportunity to speak with the Traffic Compliance Administrator to challenge the accuracy of the certified report. If the Traffic Compliance Administrator determines that the original report was in error due to the fact that the person challenging the report was not the owner or lessee of the vehicle or that the person has already paid the fines for the 5 or more automated traffic violations, the Traffic Compliance Administrator shall immediately notify the Secretary of State of such error in a subsequent certified report.



**§ 8-8-13 PENALTY**

Any person violating § 8-8-2 shall be fined \$100 for each offense. Failure to pay the original fine within 14 days of the issuance of the Notice of Final Determination shall result in an additional \$100 late payment fine.

Section 3. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

Section 4 All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed insofar as they conflict herewith.

Section 5 This ordinance shall be immediately in full force and effect after passage, approval and publication according to law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

VOTE:

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

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

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

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

**Appendix D**  
Vendor Matrix

	<b>Traffipax</b>	<b>RedSpeed</b>	<b>Redflex</b>	<b>GATSO</b>
Monthly Maintenance Fee	\$4,200	\$1,499	\$4,395	0
Annual CPI Increase	Yes	Yes	Yes	No
Processing Cost	\$6.00/process	\$5.99/process	\$4.80/citation	\$5/process
Maximum Cost/violation	\$30.00	\$35.94	\$4.80	\$30.00
Processing Fee for exemptions	Yes	No	No	No
Processing Fee for "captures"	Yes \$6	Yes \$12	No	No
Annual CPI Increase	Yes	Yes	Yes	No
Term of Agreement	5 years	6 years	5 years	5 years
Out Clause	For Cause	60 day notice	60 day notice	For Cause
Early Out Penalty	Yes	No	Yes-Pro rata	Yes-Pro Rata
Provides Collection Srvcs	Yes- 60% fee	No	No	Yes- fee
Provides Delinquent Notices	No cost	No cost	No cost (3)	No cost (1)
Lock Box Services	Yes- \$6.00 fee	Yes-\$5.99 fee	Provided	Provided
1-800 Customer Service	Yes-Free	Yes-\$5.99 fee	Yes-Free	Yes-Free
Web-based violation link	No	Yes	Yes	Yes
Signage	Provided	Provided	Provided	Provided
Electrical Services	Traffipax	Village cost	Village cost	GATSO
Computer Provided	Yes	Yes	Would	Yes
Video Capture	Yes	Yes	Yes	Yes
Plate Capture (Amber Alert)	No	No	No	Yes
Moveable by Agreement		Yes		Yes
User feedback	Positive	Positive	Positive	Pending
Break even/month; 75% pay rate	156	110	103	62
50% pay rate	350	307	160	140
<p>Assumptions:</p> <ul style="list-style-type: none"> <li>• Violation requires maximum processing</li> <li>• 75% payment compliance rate/ Low end 50% payment compliance rate</li> <li>• \$2,800/month in administration costs</li> </ul>				

AGREEMENT BETWEEN THE VILLAGE OF CAROL STREAM  
AND REDFLEX TRAFFIC SYSTEMS, INC. FOR  
PHOTO RED LIGHT ENFORCEMENT PROGRAM

This Agreement (this "Agreement") is made as of this \_\_\_\_ day of December, 2007 by and between Redflex Traffic Systems, Inc. with offices at 15020 N. 74<sup>th</sup> Street, Scottsdale, Arizona 85260 ("Redflex"), and the Village of Carol Stream, an Illinois municipal corporation, with offices at 500 North Gary Avenue, Carol Stream, Illinois 60188 (the "Customer"). (Redflex and the Customer are from time to time referred to as a "Party" and collectively referred to as the "Parties.")

**RECITALS**

WHEREAS, Redflex has exclusive knowledge, possession and ownership of certain equipment, licenses, applications, and citation processes related to digital photo red light enforcement systems; and

WHEREAS, the Customer desires to engage the services of Redflex to provide certain equipment, processes and back office services so that the Customer is able to monitor, identify and enforce Violations, as defined herein; and

WHEREAS, it is a mutual objective of both Redflex and the Customer to reduce the incidence of vehicle collisions at the traffic intersections that will be monitored pursuant to the terms of this Agreement; and

WHEREAS, on December 3, 2007 the Corporate Authorities of the Customer adopted Ordinance No. \_\_\_\_\_, which authorized the Customer's entry into this Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**AGREEMENT**

1. **DEFINITIONS.** In this Agreement, the words and phrases below shall have the following meanings:
  - 1.1. "Authorized Officer" means the Police Project Manager, the Traffic Control Administrator or such other individual(s) as the Customer shall designate to review Potential Violations and to authorize the issuance of Citations.
  - 1.2. "Authorized Violation" means each Potential Violation in the Violation Data for which authorization to issue a Citation, in the form of an Electronic Signature, is given by the Authorized Officer by using the Redflex Photo Red Light System.
  - 1.3. "Citation" means the notice of a Violation, which is mailed or otherwise delivered by Redflex to the violator on the appropriate Enforcement Documentation with respect to each Authorized Violation.

- 1.4. "Confidential or Private Information" means, with respect to any Person, any information, matter or thing of a secret, confidential or private nature, whether or not so labeled, which is connected with such Person's business or methods of operation or concerning any of such Person's suppliers, licensors, licensees, customers or others with whom such Person has a business relationship, and which has current or potential value to such Person or the unauthorized disclosure of which could be detrimental to such Person, including but not limited to:
- 1.4.1. Matters of a business nature, including but not limited to information relating to development plans, costs, finances, marketing plans, data, procedures, business opportunities, marketing methods, plans and strategies, the costs of construction, installation, materials or components, the prices such Person obtains or has obtained from its clients or customers, or at which such Person sells or has sold its services; and
  - 1.4.2. Matters of a technical nature, including but not limited to product information, trade secrets, know-how, formulae, innovations, inventions, devices, discoveries, techniques, formats, processes, methods, specifications, designs, patterns, schematics, data, access or security codes, compilations of information, test results and research and development projects. For purposes of this Agreement, the term "trade secrets" shall mean the broadest and most inclusive interpretation of trade secrets.
  - 1.4.3. Notwithstanding the foregoing, Confidential Information will not include information that: (i) was generally available to the public or otherwise part of the public domain at the time of its disclosure, (ii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission by any party hereto in breach of this Agreement, (iii) was subsequently lawfully disclosed to the disclosing party by a person other than a party hereto, (iv) was required by a court of competent jurisdiction to be described, or (v) was required by applicable state law to be described.
- 1.5. "Designated Intersection Approaches" means the Intersection Approaches set forth on Exhibit A attached hereto and incorporated herein by reference, and such additional Intersection Approaches as Redflex and the Customer shall mutually agree from time to time.
- 1.6. "Electronic Signature" means the method through which the Authorized Officer indicates his or her approval of the issuance of a Citation with respect to a Potential Violation using the Redflex Photo Red Light System.
- 1.7. "Enforcement Documentation" means the necessary and appropriate documentation related to the Photo Red Light Enforcement Program, including but not limited to Citation notices (using the specifications required by the Illinois Vehicle Code, as amended by Public Act 94-0795, and by Village of Carol Stream ordinance), a numbering sequence for use on all Citation notices (in accordance with applicable court rules), instructions to accompany each issued Citation (including in such instructions a description of basic court procedures, payment options and information regarding the viewing of images and data collected by the Redflex Photo Red Light System), chain of custody records,

criteria regarding operational policies for processing Citations (including with respect to coordinating with the Secretary of State), and technical support documentation for applicable court and judicial officers .

- 1.8. "Equipment" means any and all cameras, sensors, equipment, components, products, software and other tangible and intangible property relating to the Redflex Photo Red Light System(s), including but not limited to all camera systems, housings, radar units, servers and poles.
- 1.9. "Fine" means a monetary sum assessed for a Citation, including but not limited to late payment penalties.
- 1.10. "Governmental Authority" means any domestic or foreign government, governmental authority, court, tribunal, agency or other regulatory, administrative or judicial agency, commission or organization, and any subdivision, branch or department of any of the foregoing.
- 1.11. "Installation Date of the Photo Red Light Program" means the date on which Redflex completes the construction and installation of at least one (1) Intersection Approach in accordance with the terms of this Agreement so that such Intersection Approach is operational for the purposes of functioning with the Red light Photo Enforcement Program.
- 1.12. "Intellectual Property" means, with respect to any Person, any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship throughout the world, including but not limited to copyrights, moral rights and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secrets rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated), whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing), of such Person.
- 1.13. "Intersection Approach" means a conduit of travel with up to four (4) contiguous lanes from the curb (e.g., northbound, southbound, eastbound or westbound) on which at least one (1) system has been installed by Redflex for the purposes of facilitating Red light Photo Enforcement by the Customer.
- 1.14. "Operational Period" means the period of time during the Term, commencing on the Installation Date, during which the Photo Red Light Enforcement Program is functional in order to permit the identification and prosecution of Violations at the Designated Intersection Approaches and the issuance of Citations for such approved Violations using the Redflex Photo Red Light System.
- 1.15. "Person" means a natural individual, company, Governmental Authority, partnership, firm, corporation, legal entity or other business association.
- 1.16. "Police Project Manager" means the project manager appointed by the Customer in accordance with this Agreement, which shall be a sworn police officer and shall be responsible for overseeing the installation of the Intersection Approaches and the implementation of the Red light Photo Enforcement Program, and which manager shall have the power and authority to make

management decisions relating to the Customer's obligations pursuant to this Agreement, including but not limited to change order authorizations, subject to any limitations set forth in the Customer's charter or other organizational documents of the Customer or by the Corporate Authorities of the Customer.

- 1.17. "Administrative Hearing Officer" means, the person hired by the Customer to act as an impartial judge for all requests for an Administrative Appeals Hearing.
- 1.18. "Potential Violation" means, with respect to any motor vehicle passing through a Designated Intersection Approach, the data collected by the Redflex Photo Red Light System with respect to such motor vehicle, which data shall be processed by the Redflex Photo Red Light System for the purposes of allowing the Authorized Officer to review such data and determine whether a Violation has occurred.
- 1.19. "Proprietary Property" means, with respect to any Person, any written or tangible property owned or used by such Person in connection with such Person's business, whether or not such property is copyrightable or also qualifies as Confidential Information, including without limitation products, samples, equipment, files, lists, books, notebooks, records, documents, memoranda, reports, patterns, schematics, compilations, designs, drawings, data, test results, contracts, agreements, literature, correspondence, spread sheets, computer programs and software, computer print outs, other written and graphic records and the like, whether originals, copies, duplicates or summaries thereof, affecting or relating to the business of such Person, financial statements, budgets, projections and invoices.
- 1.20. "Redflex Marks" means all trademarks registered in the name of Redflex or any of its affiliates, such other trademarks as are used by Redflex or any of its affiliates on or in relation to Photo Red Light Enforcement at any time during the Term this Agreement, service marks, trade names, logos, brands and other marks owned by Redflex, and all modifications or adaptations of any of the foregoing.
- 1.21. "Redflex Project Manager" means the project manager appointed by Redflex in accordance with this Agreement, which project manager shall initially be Robert Warner, or such person as Redflex shall designate by providing written notice thereof to the Customer from time to time, who shall be responsible for overseeing the construction and installation of the Designated Intersection Approaches and the implementation the Photo Red Light Enforcement Program, and who shall have the power and authority to make management decisions relating to Redflex's obligations pursuant to this Agreement, including but not limited to change-order authorizations.
- 1.22. "Redflex Photo Red Light System" means, collectively, the SmartCam™ System, the SmartOps™ System, the Red light Photo Enforcement Program, and all of the other equipment, applications, back office processes and digital red light traffic enforcement cameras, sensors, components, products, software and other tangible and intangible property relating thereto.
- 1.23. "Photo Red Light Enforcement Program" means the process by which the monitoring, identification and enforcement of Violations is facilitated by the use of certain equipment, applications and back office processes of Redflex,

including but not limited to cameras, flashes, central processing units, signal controller interfaces and detectors (whether loop, radar or video loop) which, collectively, are capable of measuring Violations and recording such Violation Data in the form of photographic images of motor vehicles.

- 1.24. "Photo Redlight Violation Criteria" means the standards and criteria by which Potential Violations will be evaluated by the Authorized Officer and/or sworn police officers of the Customer, which standards and criteria shall include, but are not limited to, the duration of time that a traffic light must remain red prior to a Violation being deemed to have occurred, whether the vehicle in question entered an intersection in violation of a red light signal in order to yield the right-of-way to an emergency vehicle or as part of a funeral procession, and the location(s) in an intersection which a motor vehicle must pass during a red light signal prior to being deemed to have committed a Violation, all of which shall be in compliance with all applicable laws, rules and regulations of Governmental Authorities.
  - 1.25. "SmartCam™ System" means the proprietary digital red light photo enforcement system of Redflex relating to the Photo Red Light Enforcement Program.
  - 1.26. "SmartOps™ System" means the proprietary back-office processes of Redflex relating to the Photo Red Light Enforcement Program.
  - 1.27. "SmartScene™ System" means the proprietary digital video camera unit, hardware and software required for providing supplemental violation data.
  - 1.28. "Traffic Signal Controller Boxes" means the signal controller interface and detector, including but not limited to the radar or video loop, as the case may be.
  - 1.29. "Violation" means an automated traffic law violation as defined by Section 11-208.6 of the Illinois Vehicle Code.
  - 1.30. "Violations Data" means the images and other Violations data gathered by the Redflex Photo Red Light System at the Designated Intersection Approaches.
  - 1.31. "Traffic Control Administrator" means the Traffic Control Administrator described in Section \_\_\_\_\_ of Village Ordinance No. \_\_\_\_\_.
2. **TERM.** The term of this Agreement shall commence as of the date hereof and shall continue for a period of five (5) years after the Installation Date (the "Initial Term"). The Customer shall have the right, but not the obligation, to extend the term of this Agreement for up to two (2) additional consecutive and automatic two (2) year periods following the expiration of the Initial Term (each, a "Renewal Term" and collectively with the Initial Term, the "Term"). The Customer may exercise the right to extend the term of this Agreement for a Renewal Term by providing written notice to Redflex not less than thirty (30) days prior to the last day of the Initial Term or the Renewal Term, as the case may be.
  3. **SERVICES.** Redflex shall provide the Redflex Photo Red Light System and the Photo Red Light Enforcement Program to the Customer, in each case in accordance with the terms and provisions set forth in this Agreement.

- 3.1. **INSTALLATION.** With respect to the construction and installation of (1) the Designated Intersection Approaches and the installation of the Redflex Photo Red Light System at such Designated Intersection Approaches, the Customer and Redflex shall have the respective rights and obligations set forth on Exhibit B attached hereto and incorporated herein by reference.
  - 3.2. **MAINTENANCE.** With respect to the maintenance of the Redflex Photo Red Light System at the Designated Intersection Approaches, the Customer and Redflex shall have the respective rights and obligations set forth on Exhibit C attached hereto and incorporated herein by reference.
  - 3.3. **OTHER RIGHTS AND OBLIGATIONS.** During the Term, in addition to all of the other rights and obligations set forth in this Agreement, Redflex and the Customer shall have the respective rights and obligations set forth on Exhibit E attached hereto and incorporated herein by reference.
  - 3.4. **CHANGE ORDERS.** The Customer may from time to time request changes to the work required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement by providing written notice thereof to Redflex, setting forth in reasonable detail the proposed changes (a "**Change Order Notice**"). Upon Redflex's receipt of a Change Order Notice, Redflex shall deliver a written statement describing the effect, if any, the proposed changes would have on the pricing terms set forth in Exhibit D (the "**Change Order Proposal**"), which Change Order Proposal shall include (i) a detailed breakdown of the charge and schedule effects, (ii) a description of any resulting changes to the specifications and obligations of the Parties, (iii) a schedule for the delivery and other performance obligations, and (iv) any other information relating to the proposed changes reasonably requested by the Customer. Following the Customer's receipt of the Change Order Proposal, the Parties shall negotiate in good faith and agree to a plan and schedule for implementation of the proposed changes, the time, manner and amount of payment or price increases or decreases, as the case may be, and any other matters relating to the proposed changes; **provided, however,** in the event that any proposed change involves only the addition of equipment or services to the existing Designated Intersection Approaches or the addition of Intersection Approaches to be covered by the terms of this Agreement, to the maximum extent applicable, the pricing terms set forth in Exhibit D shall govern. Any failure of the Parties to reach agreement with respect to any of the foregoing as a result of any proposed changes shall not be deemed to be a breach of this Agreement, and any disagreement shall be resolved in accordance with Section 10.
- 4. License; Reservation of Rights.**
- 4.1. **License.** Subject to the terms and conditions of this Agreement, Redflex hereby grants the Customer, and the Customer hereby accepts from Redflex upon the terms and conditions herein specified, a non-exclusive, non-transferable license during the Term of this Agreement to: (a) solely within the Village of Carol Stream, access and use the Redflex Photo Red Light System for the sole purpose of reviewing Potential Violations and authorizing the issuance of Citations pursuant to the terms of the Violation Processing Service Agreement that the



Parties intend to enter into, and to print copies of any content posted on the Redflex Photo Red Light System in connection therewith, (b) disclose to the public (including outside of the Village of Carol Stream that Redflex is providing services to the Customer in connection with Photo Red Light Enforcement Program pursuant to the terms of this Agreement, and (c) use and display the Redflex Marks on or in marketing, public awareness or education, or other publications or materials relating to the Photo Red Light Enforcement Program, so long as any and all such publications or materials are approved in advance by Redflex.

- 4.2. **RESERVATION OF RIGHTS.** The Customer hereby acknowledges and agrees that: (a) Redflex is the sole and exclusive owner of the Redflex Photo Red Light System, the Redflex Marks, all Intellectual Property arising from or relating to the Redflex Photo Red Light System, and any and all related Equipment, (b) the Customer neither has nor makes any claim to any right, title or interest in any of the foregoing, except as specifically granted or authorized under this Agreement, and (c) by reason of the exercise of any such rights or interests of Customer pursuant to this Agreement, the Customer shall gain no additional right, title or interest therein.
- 4.3. **RESTRICTED USE.** The Customer hereby covenants and agrees that it shall not (a) make any modifications to the Redflex Photo Red Light System, including but not limited to any Equipment, (b) alter, remove or tamper with any Redflex Marks, (c) use any of the Redflex Marks in any way which might prejudice their distinctiveness, validity or the goodwill of Redflex therein, (d) use any trademarks or other marks other than the Redflex Marks in connection with the Customer's use of the Redflex System pursuant to the terms of this Agreement without first obtaining the prior consent of Redflex, or (e) disassemble, decompile or otherwise perform any type of reverse engineering to the Redflex Photo Red Light System,, including but not limited to any Equipment, or to any, Intellectual Property or Proprietary Property of Redflex, or cause any other Person to do any of the foregoing.
- 4.4. **PROTECTION OF RIGHTS.** Redflex shall have the right to take whatever action it deems necessary or desirable to remedy or prevent the infringement of any Intellectual Property of Redflex, including without limitation the filing of applications to register as trademarks in any jurisdiction any of the Redflex Marks, the filing of patent application for any of the Intellectual Property of Redflex, and making any other applications or filings with appropriate Governmental Authorities. The Customer shall not take any action to remedy or prevent such infringing activities, and shall not in its own name make any registrations or filings with respect to any of the Redflex Marks or the Intellectual Property of Redflex without the prior written consent of Redflex.
- 4.5. **INFRINGEMENT.** The Customer shall use its reasonable best efforts to give Redflex prompt notice of any activities or threatened activities of any Person of which it becomes aware that infringes or violates the Redflex Marks or any of Redflex's Intellectual Property or that constitute a misappropriation of trade secrets or act of unfair competition that might dilute, damage or destroy any of the Redflex Marks or any other Intellectual Property of Redflex. Redflex shall

have the exclusive right, but not the obligation, to take action to enforce such rights and to make settlements with respect thereto. In the event that Redflex commences any enforcement action under this Section 4.5, then the Customer shall render to Redflex such reasonable cooperation and assistance as is reasonably requested by Redflex, and Redflex shall be entitled to any damages or other monetary amount that might be awarded after deduction of actual costs; provided, that Redflex shall reimburse the Customer for any reasonable costs incurred in providing such cooperation and assistance.

4.6. INFRINGING USE. The Customer shall give Redflex prompt written notice of any action or claim action or claim, whether threatened or pending, against the Customer alleging that the Redflex Marks, or any other Intellectual Property of Redflex, infringes or violates any patent, trademark, copyright, trade secret or other Intellectual Property of any other Person, and the Customer shall render to Redflex such reasonable cooperation and assistance as is reasonably requested by Redflex in the defense thereof; provided, that Redflex shall reimburse the Customer for any reasonable costs incurred in providing such cooperation and assistance. If such a claim is made and Redflex determines, in the exercise of its sole discretion, that an infringement may exist, Redflex shall have the right, but not the obligation, to procure for the Customer the right to keep using the allegedly infringing items, modify them to avoid the alleged infringement or replace them with non-infringing items.

**5. Representations and Warranties.**

5.1. Redflex Representations and Warranties.

5.1.1. Authority. Redflex hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder.

5.1.2. Professional Services. Redflex hereby warrants and represents that any and all services provided by Redflex pursuant to this Agreement shall be performed in a professional and workmanlike manner and, with respect to the installation of the Redflex Photo Red Light System, subject to applicable law, in compliance with all specifications provided to Redflex by the Customer.

5.2. Customer Representations and Warranties.

5.2.1. Authority. The Customer hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder.

5.2.2. Professional Services. The Customer hereby warrants and represents that any and all services provided by the Customer pursuant to this Agreement shall be performed in a professional and workmanlike manner.

5.3. LIMITED WARRANTIES. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, REDFLEX MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE REDFLEX PHOTO RED LIGHT SYSTEM OR ANY RELATED EQUIPMENT OR WITH RESPECT TO THE RESULTS OF THE CUSTOMER'S USE OF ANY OF THE FOREGOING.

NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, REDFLEX DOES NOT WARRANT THAT ANY OF THE DESIGNATED INTERSECTION APPROACHES OR THE REDFLEX PHOTO RED LIGHT SYSTEM WILL OPERATE IN THE WAY THE CUSTOMER SELECTS FOR USE, OR THAT THE OPERATION OR USE THEREOF WILL BE UNINTERRUPTED. THE CUSTOMER HEREBY ACKNOWLEDGES THAT THE REDFLEX PHOTO RED LIGHT SYSTEM MAY MALFUNCTION FROM TIME TO TIME, AND SUBJECT TO THE TERMS OF THIS AGREEMENT, REDFLEX SHALL DILIGENTLY ENDEAVOR TO CORRECT ANY SUCH MALFUNCTION IN A TIMELY MANNER.

**6. Termination.**

6.1. **TERMINATION FOR CAUSE:** Either Party shall have the right to terminate this Agreement immediately by written notice to the other if (i) Illinois law is amended to prohibit or substantially change the operation of "automated traffic law enforcement systems," as defined in the Illinois Vehicle Code; (ii) any court having jurisdiction over the Customer rules, or state or federal statute declares, that results from the Redflex Photo Red Light System of automated traffic law enforcement are inadmissible in evidence; or (iii) the other Party commits any material breach of any of the provisions of this Agreement which breach is not remedied within forty-five (45) calendar days (or within such other time period as the Customer and Redflex shall mutually agree, which agreement shall not be unreasonably withheld or delayed) after written notice from the non-breaching Party setting forth in reasonable detail the events which caused the breach.

6.1.1. **Termination for Convenience.** In the event the Municipality terminates this Agreement prior to (Insert end of initial term contracted) the Municipality shall reimburse Redflex an amount equal to the unamortized cost, as hereinafter defined, of the direct labor costs and direct material costs (but not including equipment cost and salvageable material costs) solely associated with the installation of Intersection Approaches which have been installed prior to termination. Redflex shall provide an itemization, with supporting invoices and labor expense documentation, to the Municipality of the amount of the direct labor costs and direct material costs (but not including equipment costs and salvageable material costs) solely associated with the installation of an Intersection Approach within thirty (30) days of the completion of each Intersection Approach, said amount is expected to be in the range of \$15,000 to \$30,000 per Intersection Approach but, in no event, shall said amount exceed \$30,000 per Intersection Approach. For the purpose of this section, the unamortized cost for each Intersection Approach shall be the amount derived by, first, multiplying the amount, which shall not exceed \$30,000 per Intersection Approach, of the direct labor costs and direct material costs (but not including equipment costs and salvageable material costs) solely associated with the installation of an Intersection Approach by the number of complete months between the date of termination and (insert date at end of initial term contracted), and, then, by dividing said product by the number of complete months between the date of the completion of installation of the Intersection Approach and (insert date at end of initial term contracted). Notwithstanding the

foregoing, for each Intersection Approach for which there are twelve (12) or more complete months between the date of completion of the installation of the Intersection Approach and the date of termination, the amount to be paid by the Municipality to Redflex pursuant to this section shall not exceed the amount which the Municipality has received from paid Citations attributable to the Intersection Approach pursuant to the provisions of this Agreement.

6.2. The rights to terminate this Agreement given in this Section 6.1 shall be without prejudice to any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach of this Agreement.

6.3. PROCEDURES UPON TERMINATION. The termination of this Agreement shall not relieve either Party of any liability that accrued prior to such termination. Except as set forth in Section 6.3, upon the termination of this Agreement, all of the provisions of this Agreement shall terminate and:

6.3.1. Redflex shall (i) immediately cease to provide services, including but not limited to work in connection with the construction or installation activities and services in connection with the Redflex Photo Red Light System and the Photo Red Light Enforcement Program, (ii) promptly deliver to the Customer any and all Proprietary Property of the Customer provided to Redflex pursuant to this Agreement, (iii) promptly deliver to the Customer a final report regarding the collection of data in such format and for such periods as the Customer may reasonably request, and which final report Redflex shall update or supplement from time to time when and if additional data or information becomes available, and (iv) promptly deliver to Customer a final invoice stating all fees and charges properly owed by Customer to Redflex for work performed by Redflex pursuant to this Agreement prior to the termination.

6.3.2. The Customer shall (i) immediately cease using the Photo Red Light Enforcement Program, accessing the Redflex Photo Red Light System and using any other Intellectual Property of Redflex, (ii) promptly deliver to Redflex any and all Proprietary Property of Redflex provided to the Customer pursuant to this Agreement, and (iii) promptly pay any and all fees, charges and amounts properly owed by Customer to Redflex for work performed pursuant to this Agreement prior to the termination.

6.3.3. Unless the Customer and Redflex have agreed to enter into a new agreement relating to the Redflex Photo Red Light System and the Photo Red Light Enforcement Program or have agreed to extend the Term of this Agreement, Redflex shall remove any and all Equipment or other materials of Redflex installed in connection with Redflex's performance of its obligations under this Agreement, including but not limited to housings, poles and camera systems, and Redflex shall restore the Designated Intersection Approaches to substantially the same condition such Designated Intersection Approaches were in immediately prior to this Agreement.

6.4. SURVIVAL. Notwithstanding the foregoing, the definitions and each of the following shall survive the termination of this Agreement: (x) Sections 4.2 (Reservation of Rights), 5.1 (Redflex Representations and Warranties), 5.2

(Customer Representations and Warranties), 5.3 (Limited Warranty), 7 (Confidentiality), 8 (Indemnification and Liability), 9 (Notices), 10 (Dispute Resolution), 11.1 (Assignment), 11.17 (Applicable Law), 11.16 (Injunctive Relief; Specific Performance) and 11.18 (Jurisdiction and Venue), and (y) those provisions, and the rights and obligations therein, set forth in this Agreement which either by their terms state, or evidence the intent of the Parties, that the provisions survive the expiration or termination of the Agreement, or must survive to give effect to the provisions of this Agreement.

7. **CONFIDENTIALITY.** During the term of this Agreement and for a period of three (3) years thereafter, neither Party shall disclose to any third person, or use for itself in any way for pecuniary gain, any Confidential Information learned from the other Party during the course of the negotiations for this Agreement or during the Term of this Agreement. Upon termination of this Agreement, each Party shall return to the other all tangible Confidential Information of such party. Each Party shall retain in confidence and not disclose to any third party any Confidential Information without the other Party's express written consent, except (a) to its employees who are reasonably required to have the Confidential Information, (b) to its agents, representatives, attorneys and other professional advisors that have a need to know such Confidential Information, provided that such parties undertake in writing (or are otherwise bound by rules of professional conduct) to keep such information strictly confidential, and (c) pursuant to, and to the extent of, a request or order by any Governmental Authority, including laws relating to public records.

8. **Indemnification and Liability.**

8.1. **Indemnification by Redflex.** Subject to Section 8.3, Redflex hereby agrees to defend and indemnify the Customer and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and each of their affiliates, and all persons acting by, through, under or in concert with them, or any of them (individually a "Customer Party" and collectively, the "Customer Parties") against, and to protect, save and keep harmless the Customer Parties from, and to pay on behalf of or reimburse the Customer Parties as and when incurred for, any and all liabilities, obligations, losses, damages, penalties, demands, claims, actions, suits, judgments, settlements, costs, expenses and disbursements (including reasonable attorneys', accountants' and expert witnesses' fees) of whatever kind and nature (collectively, "Losses"), which may be imposed on or incurred by any Customer Party arising out of or related to (a) any material misrepresentation, inaccuracy or breach of any covenant, warranty or representation of Redflex contained in this Agreement, or (b) the willful misconduct of Redflex, its employees or agents which result in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the willful misconduct of any Customer Party.

8.2. **Indemnification by Customer.** Subject to Section 8.3, the Customer hereby agrees to defend and indemnify Redflex and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and all persons acting by, through, under or in

concert with them, or any of them (individually a "Redflex Party" and collectively, the "Redflex Parties") against, and to protect, save and keep harmless the Redflex Parties from, and to pay on behalf of or reimburse the Redflex Parties as and when incurred for, any and all Losses which may be imposed on or incurred by any Redflex Party arising out of or in any way related to (a) any material misrepresentation, inaccuracy or breach of any covenant, warranty or representation of the Customer contained in this Agreement, (b) the willful misconduct of the Customer, its employees, contractors or agents which result in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the willful misconduct of any Redflex Party, (c) any claim, action or demand not caused by Redflex's failure to perform its obligations under this Agreement, or (d) any claim, action or demand challenging the Customer's use of the Redflex Photo Red Light System or any portion thereof, the validity of the results of the Customer's use of the Redflex Photo Red Light System or any portion thereof, or the validity of the Citations issued, prosecuted and collected as a result of the Customer's use of the Redflex Photo Red Light System or any portion thereof.

8.3. Indemnification Procedures. In the event any claim, action or demand (a "Claim") in respect of which any Party hereto seeks indemnification from the other, the Party seeking indemnification (the "Indemnified Party") shall give the Party from whom indemnification is sought (the "Indemnifying Party") written notice of such Claim promptly after the Indemnified Party first becomes aware thereof; provided, however, that failure to give such notice shall not preclude indemnification with respect to such Claim except to the extent of any additional or increased Losses or other actual prejudice directly caused by such failure. The Indemnifying Party shall have the right to choose counsel to defend such Claim (subject to the approval of such counsel by the Indemnified Party, which approval shall not be unreasonably withheld, conditioned or delayed), and to control, compromise and settle such Claim, and the Indemnified Party shall have the right to participate in the defense at its sole expense; provided, however, the Indemnified Party shall have the right to take over the control of the defense or settlement of such Claim at any time if the Indemnified Party irrevocably waives all rights to indemnification from and by the Indemnifying Party. The Indemnifying Party and the Indemnified Party shall cooperate in the defense or settlement of any Claim, and no Party shall have the right enter into any settlement agreement that materially affects the other Party's material rights or material interests without such Party's prior written consent, which consent will not be unreasonably withheld or delayed.

8.4. LIMITED LIABILITY. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, lost profits or consequential damages, however caused and on any theory of liability arising out of or relating to this Agreement.

9. **NOTICES.** Any notices to be given hereunder shall be in writing, and shall be deemed to have been given (a) upon delivery, if delivered by hand, (b) three (3) days after being mailed first class, certified mail, return receipt requested, postage and registry fees prepaid, or (c) one Business Day after being delivered to a reputable overnight courier service, excluding the U.S. Postal Service, prepaid, marked for next day delivery, if the courier service obtains a signature acknowledging receipt, in each case addressed or sent to such Party as follows:

9.1. Notices to Redflex:

Redflex Traffic Systems, Inc.  
15020 North 74<sup>th</sup> Street  
Scottsdale, AZ 85260  
Attention: Ms. Karen Finley  
Facsimile: (480) 607-5552

9.2. Notices to the Customer:

Village of Carol Stream

Attention: Chief Rick Willing  
Facsimile: 630-871-6310

With a copy to:

Village of Carol Stream  
Facsimile: 630-665-1064

10. **DISPUTE RESOLUTION.** Upon the occurrence of any dispute or disagreement between the Parties hereto arising out of or in connection with any term or provision of this Agreement, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the Parties shall engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either Party, each of the Parties will appoint a designated officer whose task it shall be to meet for the purpose of attempting to resolve such Dispute. The designated officers shall meet as often as the Parties shall deem to be reasonably necessary. Such officers will discuss the Dispute. If the Parties are unable to resolve the Dispute in accordance with this Section 10, and in the event that either of the Parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the Parties may mutually agree to submit to binding or nonbinding arbitration or mediation.

11. **Miscellaneous.**

- 11.1. **Assignment.** Neither Party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, however, the Customer hereby acknowledges and agrees that the execution (as outlined in Exhibit F), delivery and performance of Redflex's rights pursuant to this Agreement shall require a significant investment by Redflex, and that in order to finance such investment, Redflex may be required to enter into certain agreements or arrangements

("Financing Transactions") with equipment lessors, banks, financial institutions or other similar persons or entities (each, a "Financial Institution" and collectively, "Financial Institutions"). The Customer hereby agrees that Redflex shall have the right to assign, pledge, hypothecate or otherwise transfer ("Transfer") its rights, or any of them, under this Agreement to any Financial Institution in connection with any Financing Transaction between Redflex and any such Financial Institution, subject to the Customer's prior written approval, which approval shall not be unreasonably withheld or delayed. The Customer further acknowledges and agrees that in the event that Redflex provides written notice to the Customer that it intends to Transfer all or any of Redflex's rights pursuant to this Agreement, and in the event that the Customer fails to provide such approval or fails to object to such Transfer within forty-five (45) business days after its receipt of such notice from Redflex, for the purposes of this Agreement, the Customer shall be deemed to have consented to and approved such Transfer by Redflex. Notwithstanding the above, this Agreement shall inure to the benefit of, and be binding upon, the Parties hereto, and their respective successors or assigns.

- 11.2. RELATIONSHIP BETWEEN REDFLEX AND THE CUSTOMER. Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture or the relationship of principal and agent or employer and employee between the Parties. The relationship between the Parties shall be that of independent contractors, and nothing contained in this Agreement shall create the relationship of principal and agent or otherwise permit either Party to incur any debts or liabilities or obligations on behalf of the other Party (except as specifically provided herein).
- 11.3. AUDIT RIGHTS. Each of the Parties hereto shall have the right to audit to audit the books and records of the other Party hereto (the "Audited Party") solely for the purpose of verifying the payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than forty-eight (48) hours' prior notice to the Audited Party, at mutually convenient times and during the Audited Party's normal business hours. Except as otherwise provided in this Agreement, the cost of any such audit shall be borne by the non-Audited Party. In the event any such audit establishes any underpayment of any payment payable by the Audited Party to the non-Audited Party pursuant to this Agreement, the Audited Party shall promptly pay the amount of the shortfall, and in the event that any such audit establishes that the Audited Party has underpaid any payment by more than twenty five percent (25%) of the amount of actually owing, the cost of such audit shall be borne by the Audited Party. In the event any such audit establishes any overpayment by the Audited Party of any payment made pursuant to this Agreement, non-Audited Party shall promptly refund to the Audited Party the amount of the excess.
- 11.4. FORCE MAJEURE. Neither Party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics,



quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by Redflex, and unusually severe weather. The Party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

- 11.5. ENTIRE AGREEMENT. This Agreement represents the entire Agreement between the Parties, and there are no other agreements (other than invoices and purchase orders), whether written or oral, which affect its terms. This Agreement may be amended only by a subsequent written agreement signed by both Parties.
- 11.6. SEVERABILITY. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.
- 11.7. WAIVER. Any waiver by either Party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.
- 11.8. CONSTRUCTION Except as expressly otherwise provided in this Agreement, this Agreement shall be construed as having been fully and completely negotiated and neither the Agreement nor any provision thereof shall be construed more strictly against either Party.
- 11.9. HEADINGS. The headings of the sections contained in this Agreement are included herein for reference purposes only, solely for the convenience of the parties hereto, and shall not in any way be deemed to affect the meaning, interpretation or applicability of this Agreement or any term, condition or provision hereof.
- 11.10. EXECUTION AND COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. Any one of such counterparts shall be sufficient for the purpose of proving the existence and terms of this Agreement, and no Party shall be required to produce an original or all of such counterparts in making such proof.
- 11.11. COVENANT OF FURTHER ASSURANCES. All Parties to this Agreement shall, upon request, perform any and all acts and execute and deliver any and all certificates, instruments and other documents that may be necessary or appropriate to carry out any of the terms, conditions and provisions hereof or to carry out the intent of this Agreement.
- 11.12. REMEDIES CUMULATIVE. Each and all of the several rights and remedies provided for in this Agreement shall be construed as being cumulative and no one of them shall be deemed to be exclusive of the others or of any right or remedy allowed by law or equity, and pursuit of any one remedy shall not be deemed to be an election of such remedy, or a waiver of any other remedy.
- 11.13. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon all of the Parties hereto and their respective executors, administrators, successors and permitted assigns.

- 11.14. COMPLIANCE WITH LAWS. Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition or provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the Parties have no legal right to contract, the latter shall prevail, but in such event the term, condition or provision of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law, provided that such construction is consistent with the intent of the Parties as expressed in this Agreement.
- 11.15. NO THIRD PARTY BENEFIT. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any Person who is not a party to this Agreement.
- 11.16. INJUNCTIVE RELIEF; SPECIFIC PERFORMANCE. The Parties hereby agree and acknowledge that a breach of Sections 4.1 (License), 4.3 (Restricted Use) or 7 (Confidentiality) of this Agreement would result in severe and irreparable injury to the other Party, which injury could not be adequately compensated by an award of money damages, and the Parties therefore agree and acknowledge that they shall be entitled to injunctive relief in the event of any breach of any material term, condition or provision of this Agreement, or to enjoin or prevent such a breach, including without limitation an action for specific performance hereof.
- 11.17. APPLICABLE LAW. This Agreement shall be governed by and construed in all respects solely in accordance with the laws of the State of Illinois.
- 11.18. JURISDICTION AND VENUE. Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction and venue of the courts located in the County of DuPage, and both Parties specifically agree to be bound by the jurisdiction and venue thereof.

(The remainder of this page is left intentionally blank)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first set forth above.

“Customer”

“Redflex”

VILLAGE OF CAROL STREAM

REDFLEX TRAFFIC SYSTEMS, INC.,

By: \_\_\_\_\_  
Name: Frank Savarino  
Title: Mayor

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

APPROVED AS TO CONTENT:

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

EXHIBIT "A"  
Designated Intersection Approaches

The contract is for the implementation of up to twenty (20) intersections. Identification of enforced intersection will be based on **mutual agreement** between Redflex and the Customer as warranted by community safety and traffic needs.

EXHIBIT "B"  
Construction and Installation Obligations

Timeframe for Installation: Fixed Photo Red Light System

Redflex will have each specified intersection installed and activated in phases in accordance with an implementation plan to be mutually agreed to by Redflex Traffic Systems and the Customer.

Redflex will use reasonable commercial efforts to install the system in accordance with the schedule set forth in the implementation plan that will be formalized upon project commencement.

Redflex will use reasonable commercial efforts to install and activate the first specified intersection within the first sixty (60) days subsequent to formal project kick-off. The Customer agrees that the estimated timeframe for installation and activation are subject to conditions beyond the control of Redflex and are not guaranteed.

In order to provide the client with timely completion of the photo enforcement project Redflex requires that the Customer assist with providing timely approval of permits requested in connection with the Reflex Photo Red Light System. The Customer acknowledges the importance of the safety program and, in order to keep the project on schedule, the Customer and its professionals and consultants shall review Redflex permit requests and all documentation within two (2) business days after receipt. Redflex will make any necessary any revisions to such permit applications within two (2) business days after receipt of comments by the Customer. Permits must be received within five (5) business days of first submittal in order to implement the program in a timely manner.

1. Redflex Obligations. Redflex shall do or cause to be done each of the following (in each case, unless otherwise stated below, at Redflex's sole expense):
  - 1.1. Appoint the Redflex Project Manager and a project implementation team consisting of one (1) to four (4) people to assist the Redflex Project Manager;
  - 1.2. Request current "as-built" electronic engineering drawings for the Designated Intersection Approaches (the "Drawings") from the Customer;
  - 1.3. Develop and submit to the Customer for approval construction and installation specifications in reasonable detail for the Designated Intersection Approaches, including but not limited to specifications for all radar sensors, pavement loops, electrical connections and traffic controller connections, as required; and
  - 1.4. Seek approval from the relevant Governmental Authorities having authority or jurisdiction over the construction and installation specifications for the Designated Intersection Approaches (collectively, the "Approvals"), which will include compliance with Customer permit applications.
  - 1.5. Finalize the acquisition of the Approvals;
  - 1.6. Submit to the Customer a public awareness strategy for the Customer's consideration and approval, which strategy shall include media and educational materials for the Customer's approval or amendment (the "Awareness Strategy");
  - 1.7. Develop the Photo Redlight Violation Criteria in consultation with the Customer;

- 1.8. Develop the Enforcement Documentation for approval by the Customer, which approval shall not be unreasonably withheld;
  - 1.9. Complete the installation and testing of all necessary Equipment, including hardware and software, at the Designated Intersection Approaches (under the supervision of the Customer);
  - 1.10. Cause an electrical sub-contractor to complete all reasonably necessary electrical work at the Designated Intersection Approaches, including but not limited to the installation of all related Equipment and other detection sensors, poles, cabling, telecommunications equipment and wiring, which work shall be performed in compliance with all applicable local, state and federal laws and regulations;
  - 1.11. Install and test the functionality of the Designated Intersection Approaches with the Redflex Photo Red Light System and establish fully operational Violation processing capability with the Redflex Photo Red Light System;
  - 1.12. Implement the use of the Redflex Photo Red Light System at each of the Designated Intersection Approaches;
  - 1.13. Deliver the Materials to the Customer; and
  - 1.14. Provide training (i) for up to fifteen (15) personnel of the Customer, including but not limited to the persons who Customer shall appoint as Authorized Officers and other persons involved in the administration of the Redlight Photo Enforcement Program, (ii) for at least sixteen (16) hours in the aggregate, (iii) regarding the operation of the Redflex Photo Red Light System and the Redlight Photo Enforcement Program, which training shall include training with respect to the Redflex Photo Red Light System and its operations, strategies for presenting Violations Data in court and judicial proceedings and a review of the Enforcement Documentation; and
  - 1.15. Provide reasonable public relations resources and media materials to the Customer in the event that the Customer elects to conduct a public launch of the Redlight Photo Enforcement Program.
2. CUSTOMER OBLIGATIONS. The Customer shall do or cause to be done each of the following (in each case, unless otherwise stated below, at Customer's sole expense):
- 2.1.1. Appoint the Police Project Manager;
  - 2.1.2. Provide an Administrative Hearing Officer to preside over Appeals Hearings for the Customer;
  - 2.1.3. Assist Redflex in obtaining the Drawings from the relevant Governmental Authorities;
  - 2.1.4. Notify Redflex of any specific requirements relating to the construction and installation of any Intersection Approaches or the implementation of the Redlight Photo Enforcement Program;
  - 2.1.5. Provide assistance to Redflex in obtaining access to the records data of the Secretary of State in Redflex's capacity as an independent contractor to the Customer;
  - 2.1.6. Assist Redflex in seeking the Approvals;

- 2.1.7. Provide reasonable access to the Customer's properties and facilities in order to permit Redflex to install and test the functionality of the Redflex Photo Red Light System at Designated Intersection Approaches and the functionality of the Photo Red Light Enforcement Program;
- 2.1.8. Provide reasonable access to the personnel of the Customer and reasonable information about the specific operational requirements of such personnel for the purposes of performing training;
- 2.1.9. Seek approval or amendment of Awareness Strategy and provide written notice to Redflex with respect to the quantity of media and program materials (the "Materials") that the Customer will require in order to implement the Awareness Strategy during the period commencing on the date on which Redflex begins the installation of the Redflex Photo Red Light System at any of the Designated Intersection Approaches and ending one (1) month after the Installation Date;
- 2.1.10. Assist Redflex in developing the Photo Redlight Violation Criteria; and
- 2.1.11. Seek approval of the Enforcement Documentation.

## EXHIBIT "C"

### Maintenance

1. All repair and maintenance of the Redflex Photo Red Light Systems and related equipment will be the sole responsibility of Redflex, including but not limited to maintaining the casings of the cameras included in the Redflex Photo Red Light System and all other Equipment in reasonably clean and graffiti-free condition.
2. Redflex shall not open the Traffic Signal Controller Boxes outside the presence of an appropriate representative of the Redflex.
3. The provision of all necessary communication, broadband and telephone services to the Designated Intersection Approaches will be the sole responsibility of the Redflex.
4. The provision of all necessary electrical services to the Designated Intersection Approaches will be the sole responsibility of Redflex.
5. In the event that images of a quality suitable for the Authorized Officer to identify Violations cannot be reasonably obtained without the use of flash units, Redflex shall provide and install such flash units.
6. The Redflex Project Manager (or a reasonable alternate) shall be available to the Police Project Manager each day, on a reasonable best efforts basis.



EXHIBIT "D"  
COMPENSATION & PRICING

FIXED FEE.

There shall be a fixed fee of \$4,395 Per Month Per Designated Intersection Approach ("Approach") as full remuneration for performing all of the services contemplated in this Agreement.

**Cost Neutrality**

Cost neutrality is assured to Customer - Customer will never be required to pay Redflex more than actual cash received.

The Customer agrees to pay Redflex within thirty (30) days after the invoice is received. Customer shall be obligated to pay the cumulative balance invoiced by Redflex, in accordance with terms set forth above, to the extent of **gross cash received by the Customer from automated red light violations. In the event that a balance remains unpaid due to a deficit in gross cash received by the Customer compared to invoiced amounts, Customer will provide to Redflex with each monthly payment, an accounting of such gross receipts supporting the amount withheld (unless payments are directed to a Redflex provided lock box bank).**

1. In the event that the contract ends or is terminated and an invoiced balance is still owed to Redflex, all subsequent receipts from automated red light violations for a period of 12 months from date of termination will be applied to such balance and paid to Redflex
2. Payment will only be made by Customer up to the amount of cash received by Customer through the collection of red light citation up to the amount currently due.
3. Customer to open special revenue account and payments to Redflex will come only from the available balance in that account up to the amount currently due, including any unpaid prior invoiced amounts.
4. Cost neutrality will be reconciled and any necessary adjustments made at the end of the contract.
5. Cost neutrality is guaranteed except as follows:
  - If police fail to approve violations by the due date
  - If systems are de-activated due to Customer requirement
  - If collections are not reasonably pursued
  - If extreme circumstances beyond the control of Redflex cause the shortage

**BUSINESS ASSUMPTIONS FOR ALL PRICING OPTIONS:**

1. Redflex construction will be able to utilize existing conduit for installation where space is available.
2. Each year the pricing will increase by the CPI. CPI will be derived from the publication of the U.S. Department of Labor Consumer Price Index for U.S. City average.

Exhibit "E"

Additional Rights and Obligations

Redflex and the Customer shall respectively have the additional rights and obligations set forth below:

1. Redflex shall assist the Customer in public information and education efforts, including but not limited to the development of artwork for utility bill inserts, press releases and schedules for any public launch of the Redlight Photo Enforcement Program (actual print and production costs are the sole responsibility of the Customer).
2. The Customer shall be solely responsible for the fabrication of any signage, notices or other postings required pursuant to any law, rule or regulation of any Governmental Authority ("Signage"), including but not limited to the Illinois Vehicle Code, and shall assist in determining the placement of such Signage. Redflex shall be solely responsible for installing such Signage at each Designated Intersection Approach.
3. The Redflex Project Manager and the Police Project Manager shall meet on a weekly basis during the period commencing as of the date of execution hereof and ending on the Installation Date, and on a monthly basis for the remainder of the Term, at such times and places as the Redflex Project Manager and the Police Project Manager shall mutually agree.
4. The Customer shall not access the Redflex Photo Red Light System or use the Photo Red Light Enforcement Program in any manner other than prescribed by law, or which restricts or inhibits any other Person from using the Redflex Photo Red Light System or the Photo Red Light Enforcement Program with respect to any Intersection Approaches constructed or maintained by Redflex for such Person, or which could damage, disable, impair or overburden the Redflex Photo Red Light System or the Photo Red Light Enforcement Program, and the Customer shall not attempt to gain unauthorized access to (i) any account of any other Person, (ii) any computer systems or networks connected to the Redflex System, or (iii) any materials or information not intentionally made available by Redflex to the Customer by means of hacking, password mining or any other method whatsoever, nor shall the Customer cause any other Person to do any of the foregoing.
5. The Customer shall maintain the confidentiality of any username, password or other process or device for accessing the Redflex Photo Red Light System or using the Photo Red Light Enforcement Program.
6. Redflex and the Customer shall advise each other in writing with respect to any applicable rules or regulations governing the conduct of the other on or with respect to the property of such other party, including but not limited to rules and regulations relating to the safeguarding of confidential or proprietary information, and when so advised, each of Redflex and the Customer shall obey any and all such rules and regulations.
7. The Customer shall promptly reimburse Redflex for the cost of repairing or replacing any portion of the Redflex Photo Red Light System, or any property or Equipment related thereto, damaged directly or indirectly by the Customer, or any of its employees, contractors or agents.

## Insurance

1. During the Term, Redflex shall procure and maintain at Redflex's sole cost and expense the following insurance coverage with respect to claims for injuries to persons or damages to property which may arise from or in connection with the performance of work or services pursuant to this Agreement by Redflex, and each of Redflex's subcontractors, agents, representatives and employees:
2. Commercial General Liability Insurance. Commercial General Liability Insurance with coverage of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage.
3. Commercial Automobile Liability Insurance. Commercial Automobile Liability Insurance with coverage of not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury or property damage, including but not limited to coverage for all automobiles owned by Redflex and hired by Redflex.
4. Professional Liability (Errors and Omissions) Insurance. Redflex will use its commercial best efforts to procure and maintain Professional Liability (Errors and Omissions) Insurance with coverage of not less than One Million Dollars (\$1,000,000) per claim and in the aggregate.
5. Workers' Compensation and Employer's Liability Insurance. Workers' Compensation Insurance with coverage of not less than that required by the Labor Code of the State of Illinois, and Employer's Liability Insurance with coverage of not less than One Million Dollars (\$1,000,000) per occurrence.
6. With respect to the insurance described in the foregoing Section of this Exhibit E, any deductibles or self-insured retentions must be declared to and approved by the Customer, and any changes to such deductibles or self-insured retentions during the Term must be approved in advance in writing by the Customer.
7. With respect to the Commercial General Liability Insurance the following additional provisions shall apply:
8. The Customer Parties shall be named as additional insureds with respect to the Commercial General Liability insurance, and such coverage shall contain no special limitations on the scope of protection afforded to such additional insureds.
9. The insurance coverage procured by Redflex and described above shall be the primary insurance with respect to the Customer Parties in connection with this Agreement, and any insurance or self-insurance maintained by any of the Customer Parties shall be in excess, and not in contribution to, such insurance.
10. Any failure to comply with the reporting provisions of the various insurance policies described above shall not affect the coverage provided to the Customer Parties, and such insurance policies shall state the such insurance coverage shall apply separately with respect to each additional insured against whom any claim is made or suit is brought, except with respect to the limits set forth in such insurance policies.
11. With respect to the insurance described in the foregoing Section of this Exhibit E, if any of the Redflex Parties are notified by any insurer that any insurance coverage will be cancelled, Redflex shall immediately provide written notice thereof to the Customer and shall take all necessary actions to correct such

cancellation in coverage limits, and shall provide written notice to the Customer of the date and nature of such correction. If Redflex, for any reason, fails to maintain the insurance coverage required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement, and the Customer shall have the right, but not the obligation and exercisable in its sole discretion, to either (i) terminate this Agreement and seek damages from Redflex for such breach, or (ii) purchase such required insurance, and without further notice to Redflex, deduct from any amounts due to Redflex pursuant to this Agreement, any premium costs advanced by the Customer for such insurance. If the premium costs advanced by the Customer for such insurance exceed any amounts due to Redflex pursuant to this Agreement, Redflex shall promptly remit such excess amount to the Customer upon receipt of written notice thereof.

12. Redflex shall provide certificates of insurance evidencing the insurance required pursuant to the terms of this Agreement, which certificates shall be executed by an authorized representative of the applicable insurer, and which certificates shall be delivered to the Customer prior to Redflex commencing any work pursuant to the terms of this Agreement.

Exhibit F

FORM OF ACKNOWLEDGMENT AND CONSENT

This Acknowledgement and Consent, dated as of December 3, 2007, is entered into by and between the Village of Carol Stream "[Village]") and Redflex Traffic Systems, Inc., ("Redflex"), pursuant to that certain "Agreement Between the Village of Carol Stream and Redflex Traffic Systems, Inc. for Photo Red Light Enforcement Program," dated as of December 3, 2007 (the "Agreement").

1. Redflex has entered into a Credit Agreement, dated as of August 3, 2003 (the "Harris-Redflex Credit Agreement"), with Harris Trust and Savings Bank (the "Bank"), pursuant to which the Bank has provided certain working capital credit facilities to Redflex. Such credit facilities will provide Redflex the working capital that it needs to perform its obligations to the City under the Agreement.

2. Pursuant to the Harris-Redflex Credit Agreement, Redflex has granted Harris a security interest in all of Redflex's personal property as collateral for the payment and performance of Redflex's obligations to the Bank under the Harris-Redflex Credit Agreement. Such security interest applies to and covers all of Redflex's contract rights, including, without limitation, all of Redflex's rights and interests under the Agreement.

3. Redflex will not, by virtue of the Harris-Redflex Credit Agreement, be relieved of any liability or obligation under the Agreement, and the Bank has not assumed any liability or obligation of Redflex under the Agreement.

4. The Village hereby acknowledges notice of, and consents to, Redflex's grant of such security interest in favor of the Bank in all of Redflex's rights and interests under the Agreement pursuant to the Harris-Redflex Credit Agreement.

5. The Village further acknowledges and agrees that this Acknowledgement and Consent shall be binding upon the Village and shall inure to the benefit of the successors and assigns of the Bank and to any replacement lender which refinances Redflex's obligations to the Bank under the Harris-Redflex Credit Agreement.

IN WITNESS WHEREOF, the Village and Redflex have caused this Acknowledgement and Consent to be executed by their respective duly authorized and elected officers as of the date first above written.

The Village:  CAROL STREAM  By: _____ Name: _____ Title: _____	Redflex:  REDFLEX TRAFFIC SYSTEMS, INC.,  By: _____ Name: _____ Title: _____
--	--

## VIOLATION PROCESSING SERVICE AGREEMENT

This Violation Processing Service Agreement (the "Service Agreement") is made as of this \_\_\_\_\_ of December 2007 by and between Redflex Traffic Systems, Inc. with offices at 15020 N. 74<sup>th</sup> Street, Scottsdale, Arizona 85260 ("Redflex"), and the Village of Carol Stream, an Illinois municipal corporation, with offices at 500 N. Gary Avenue, Carol Stream Illinois (the "Customer"). (Redflex and the Customer are from time to time referred to as a "Party" and collectively referred to as the "Parties.")

### RECITALS

**WHEREAS**, Redflex and the Customer have entered into that certain "Agreement Between the Village of Carol Stream and Redflex Traffic Systems, Inc. for Photo Red Light Enforcement Program" dated November 19, 2007 (the "Program Agreement"), a copy of which is attached hereto as Exhibit A; and

**WHEREAS**, the Customer has requested this Service Agreement to ensure that Violations, as defined herein, are processed efficiently and with minimal administrative burden on the Customer's resources and personnel; and

**WHEREAS**, on \_\_\_\_\_ December 2007, the Corporate Authorities of the Customer adopted Ordinance No. \_\_\_\_\_, ("Ord. \_\_\_\_\_"), which authorized the Customer's entry into this Service Agreement; and

**WHEREAS**, this Service Agreement is entered into separately from and independently of the Program Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### AGREEMENT

1. **RECITALS.** The Recitals contained in this Service Agreement and in the Program Agreement attached hereto as Exhibit A are incorporated herein by reference as if set forth in full.
2. **DEFINITIONS.** The definitions set forth in Section 1 of the Program Agreement attached hereto as Exhibit A are incorporated herein by reference as if set forth in full. As used in this Service Agreement, "Transaction" means, cumulatively, all correspondence sent by Redflex to the registered owner (or lessee, where applicable) of a vehicle resulting from a single Violation.
3. **VIOLATION PROCESSING.** During the Operational Period, Violations shall be processed as follows:

3.1.1. All Violations Data shall be stored on the Redflex Photo Red Light System.

- 3.1.2. The Redflex Photo Red Light System shall process Violations Data gathered from the Designated Intersection Approaches into a format capable of review by the Authorized Officer via the Redflex Photo Red Light System.
- 3.1.3. Redflex will apply violator name and address details to Citations according to the information supplied by the Secretary of State.
- 3.1.4. The Redflex Photo Red Light System shall be accessible by the Authorized Officer through a virtual private network in encrypted format by use of a confidential password on any computer equipped with a high-speed internet connection and a web browser.
- 3.1.5. Redflex shall provide the Authorized Officer with access to the Redflex Photo Red Light System for the purposes of reviewing the pre-processed Violations Data within seven (7) days of the gathering of the Violation Data from the applicable Designated Intersection Approaches.
- 3.1.6. The Customer shall cause the Authorized Officer to review the Violations Data and to determine whether a Citation shall be issued with respect to each Potential Violation captured within such Violation Data, and transmit each such determination in the form of an Electronic Signature to Redflex using the software or other applications or procedures provided by Redflex on the Redflex Photo Red Light System for such purpose, and REDFLEX HEREBY ACKNOWLEDGES AND AGREES THAT THE DECISION TO ISSUE A CITATION SHALL BE THE SOLE, UNILATERAL AND EXCLUSIVE DECISION OF THE AUTHORIZED OFFICER AND SHALL BE MADE IN SUCH AUTHORIZED OFFICER'S SOLE DISCRETION (A "CITATION DECISION"), AND IN NO EVENT SHALL REDFLEX HAVE THE ABILITY OR AUTHORIZATION TO MAKE A CITATION DECISION.
- 3.1.7. With respect to each Authorized Violation, Redflex shall print and mail a Citation within six (6) days after Redflex' receipt of such authorization.
- 3.1.8. The following information will be included on all Citations:
  - a. Registered owner's name and address;
  - b. Copies of the recorded images depicting the Violation;
  - c. A statement that the recorded images are evidence of a red light violation;
  - d. License plate of vehicle;
  - e. Violation description;
  - f. Date, time and location of Violation;



- g. Vehicle make (if readily discernable);
  - h. Information regarding the availability of a hearing to contest the Violation on its merits, specifying the time and manner that such a hearing may be had;
  - i. The fine imposed, the date of required payment and penalty assessed for late payment;
  - j. A warning that a failure to pay the penalty imposed, or to timely contest it, is an admission of liability and may result in suspension of the owner's driving privileges;
  - k. A statement that the owner may proceed by paying the fine or challenging the fine in court, by mail (if a non-resident) or by administrative hearing; and
  - l. A statement that payment of the fine and any applicable late payment penalty shall dispose of the Violation with finality.
- 3.1.9. Redflex will obtain approval from the Customer on the form of Citation to be used.
- 3.1.10. Redflex shall provide a toll-free telephone number for the purposes of answering citizen inquiries. English and Spanish speaking operators will be available.
- 3.1.11. Redflex will provide a full turn key lock box banking service. Redflex will contract with an FDIC member bank for the provision of lockbox services incorporating the collection and banking of fine payments by means of check, money order or credit card transaction. Redflex will provide a full monthly accounting of fine receipts and associated transactions to the Customer and remit fine proceeds to the Customer by check or Automated Clearing House transaction no later than the 15<sup>th</sup> day following each month end.
- 3.1.12. Redflex will provide a secure website (Photonotice.com) offering violators the ability to view still and video images of their violation and an online credit card payment facility. Redflex reserves the right to charge the violator a modest convenience fee for the use of this payment facility.
- 3.1.13. Redflex will mail up to three (3) additional notices of delinquent payments, partial payments and other additional notices as required on each Transaction in accordance with the Illinois Vehicle Code and Ord. \_\_\_\_\_.
- 3.1.14. Redflex will provide the Customer with hearing evidence packs where required and will respond within fourteen (14) days to such a request

- 3.1.15. Redflex will, at the request of the Customer, establish a file transfer process with the appropriate court or other Customer departments as the Customer requires.
- 3.1.16. Redflex shall permit the Authorized Officer to generate monthly reports using the Redflex Standard Report System.
- 3.1.17. Upon Redflex's receipt of a written request from the Customer and in addition to the Standard Reports, Redflex shall provide, without cost to the Customer, reports regarding the processing and issuance of Citations in such format and for such periods as the Customer may reasonably request; provided, however, Redflex shall not be obligated to provide in excess of six (6) such reports in any given twelve (12) month period without cost to the Customer.
- 3.1.18. Upon the Customer's receipt of a written request from Redflex, the Customer shall provide, without cost to Redflex, reports regarding the prosecution of Citations and the collection of fines, fees and other monies in respect thereof in such format and for such periods as Redflex may reasonably request; provided, however, the Customer shall not be obligated to provide in excess of six (6) such reports in any given twelve (12) month period without cost to Redflex.
- 3.1.19. During the six (6) month period following the Installation Date and/or upon Redflex's receipt of a written request from the Customer at least fourteen (14) calendar days in advance of court proceeding, Redflex shall provide expert witnesses for use by the Customer in prosecuting Violations; provided, however, the Customer shall use reasonable best efforts to seek judicial notice in lieu of requiring Redflex to provide such expert witnesses.
- 3.1.20. During the three (3) month period following the Installation Date, Redflex shall provide such training to police personnel as shall be reasonably necessary in order to allow such personnel to act as expert witnesses on behalf of the Customer with respect to the Photo Red Light Enforcement Program.
4. PROSECUTION AND COLLECTION; COMPENSATION. The Customer shall diligently prosecute Citations and the collection of all fines and penalties in respect thereof, and Redflex shall have the right to receive, and the Customer shall be obligated to pay, the compensation set forth on Exhibit B attached hereto.
5. INCORPORATION OF OTHER TERMS. Sections 2, 4, 5, 6, 7, 8, 9, 10 and 11 of the Program Agreement attached hereto as Exhibit A are incorporated herein by reference as if set forth in full.
6. PROCEDURES UPON TERMINATION. Upon termination of this Service Agreement, Redflex shall promptly deliver to the Customer a final report regarding the issuance of Citations, promptly deliver to the Customer a final invoice stating all fees and charges properly owed by the Customer to Redflex for Citations issued prior to the termination, and provide such assistance as the Customer may reasonably request from

time to time in connection with prosecuting and enforcing Citations issued prior to the termination of the Service Agreement. The Customer shall promptly pay and all fees, charges and amounts properly owed by the Customer to Redflex for Citations issued by Redflex prior to the termination.

IN WITNESS WHEREOF, the Parties hereto have executed this Service Agreement as of the day and year first set forth above.

“Customer”

“Redflex”

VILLAGE OF CAROL STREAM

REFLEX TRAFFIC SYSTEMS, INC.,

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

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

Name:

Name:

Title:

Title:

APPROVED AS TO CONTENT:

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

**EXHIBIT A**  
**PROGRAM AGREEMENT**

## **EXHIBIT "B"**

### **COMPENSATION & PRICING**

\$4.80 per Transaction processed.

#### **COST NEUTRALITY.**

It is the mutual objective of Redflex and the City to protect the health, safety and welfare of the City's residents through the services described in this Agreement. The Parties acknowledge that it is in furtherance of the general welfare of the taxpayers represented by the City that payment for services described in this Agreement not be derived from sources other than the revenues generated by the Photo Red Light Enforcement Program and the enforcement of Violations.

In furtherance of these goals and objectives, the Parties agree that the amount due to Redflex from the City shall at no time exceed the amount of gross revenues derived from the Photo Red Light Enforcement Program and the enforcement of Violations, as described in this Agreement and that certain Violation Processing Service Agreement (the "Service Agreement") that the Parties also intend to execute. Such revenue shall be the sole source of funds from which compensation under this Agreement and the Service Agreement shall be due.

1. On or before the fifteenth day of each month, Redflex shall prepare a statement to be sent to Customer which includes (a) the amount of fines collected in the lockbox for the preceding month plus the amount of fines collected via court proceedings during the month ("Monthly Collections"), (b) the amount of the all Fees for the installed and operating Designated Intersection Approaches, (c) the amount by which all Fees exceed or fall short of fines collected for the preceding month, and (d) the cumulative balance of the shortfall or overage in fees since the Commencement Date.

2. If all Fees exceed the Monthly Collections for a given month, by the 15<sup>th</sup> day of the following month, Redflex is authorized to disburse the entire Monthly Collections to Redflex and Customer shall only be obligated to pay any additional amount to Redflex at that time up to the value of payments the city has previously received from previous Monthly Collections. Any shortfall (Fixed Fee less Monthly Collections) shall, however, be carried forward to the following month or months. If in a following month Monthly Collections exceed the Fixed Fee, the overage shall be paid to Redflex to the extent of any cumulative shortfall since the Commencement Date.

3. If the Monthly Collections exceed the Fixed Fee for a given month, by the 15<sup>th</sup> day of the following month, Redflex is authorized to disburse the Fixed Fee to Redflex and the remaining Monthly Collections, less any overage applied to cover a brought forward cumulative shortfall in accordance with 2. above, shall be paid to Customer.

#### **BUSINESS ASSUMPTIONS FOR ALL PRICING OPTIONS:**

1. Each year the pricing will increase by the CPI. CPI will be derived from the publication of the U.S. Department of Labor Consumer Price Index for U.S. City average.

RESOLUTION NO.                     

I-1 12-3-07

**AMENDING THE RESIDENTIAL SOLID WASTE COLLECTION FRANCHISE  
AGREEMENT WITH FLOOD BROTHERS DISPOSAL CO.**

Whereas, Flood Brothers Disposal Co. has been the Village residential solid waste hauler since January of 1996; and

Whereas, since their original 3 years franchise agreement with the Village, Flood Brothers Disposal Co. has had their franchise agreement extended by the Village Board in 1999, 2003 and 2005; and

Whereas, the Village Board on November 19, 2007, approved to extended the current residential solid waste franchise agreement with Flood Brothers Disposal Co. an additional 2 years through December 31,2012; and

Whereas, as part of the recent extended solid waste franchise agreement with Flood Brothers Disposal Co., Village Board approved collection rates for collections years 2008, 2009 and 2010; and

Whereas, as part of the recent extended solid waste franchise agreement with Flood Brothers Disposal Co., to include seventeen apartment complexes totaling 3,659 total rental units currently excluded from the exclusive residential solid waste collection franchise into the franchise agreement to be serviced by Flood Brothers Disposal Co at a negotiated date in the near future; and

Whereas, Flood Brothers Disposal Co. has also agreed to assume the agreed upon \$40,000 totor loan payments for collection years 2008, 2009 and 2010 previously payable by the Village and to also rebate to the Village the \$40,000 recycling totor loans payments made by the Village in January 2006 and January 2007; and

Whereas, the Village and the hauler have agreed to amend the timing of the reporting requirements from once every 6 months (2x year) to every 3 months ( 4 x year) with the quarterly reports due on January 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup> & October 15<sup>th</sup> for each of the next 5 collection years; and

Whereas, Flood Brothers Disposal Co. has also agreed to assist the Village as part of this solid waste collection franchise to promote environmental initiatives during future Village-hosted Town Center events.

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 hereby agrees to extend the residential solid waste collection franchise through December 31, 2012.

SECTION 2: The Village agrees to amend in part

**Section C (3) Scope of Work** to incorporate all multi-family units into the franchise agreement;

**Section C (39) Data Collection & Reporting**

**Section D (6a-e) Single-Family Prices for Flat Rate Service** Jan. 1, 2008 –  
Dec. 31, 2012;

**Section D (10) Flat Rate Collection Program – Recyclable Materials**

**Section G (1) Multi-Family: General Specifications**

**Section G (3) Multi-Family - Prices & Adjustments from Jan. 1, 2008 – Dec.  
31, 2012**

SECTION 3: The remaining general terms and conditions of the 20001 Solid Waste Collection franchise agreement between the Village and Flood Brother's Disposal Co. shall remain unchanged.

SECTION 4: This resolution shall be in full force and effect after its passage and approval as provided by law.

PASSED AND APPROVED THIS 3<sup>RD</sup> DAY OF DECEMBER 2007.

AYES:

NAYS:

ABSENT:

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

ATTEST:

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

## APPENDIX 4A

### General Price Quotation Sheet Flat Rate Collection Services w/ 65- Gallon Recycling Toter Service

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>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
<b>Monthly Refuse Costs Per Household:</b>				<b>TBD</b>	<b>TBD</b>
Collection, Administration & Profit:	\$ 10.74	\$10.74	\$ 10.74		
Disposal/Tipping Costs:	<u>\$ 5.85</u>	<u>\$ 6.34</u>	<u>\$ 6.55</u>		
<b>Total Refuse Collection</b>	<b>\$ 16.59</b>	<b>\$ 17.08</b>	<b>\$ 17.29</b>		
<b>Yard Waste Disposal Stickers:</b>					
Collection, Administration & Profit:	\$ 1.15	\$ 1.15	\$ 1.15		
Disposal/Composting Costs:	<u>\$ 0.65</u>	<u>.70</u>	<u>\$ .75</u>		
<b>Total Cost of Yard Waste Stickers</b>	<b>\$ 1.80</b>	<b>\$ 1.85</b>	<b>\$ 1.90</b>		
<b>Fall Leaf Stickers:</b>	<b>\$ .80</b>	<b>\$ .85</b>	<b>\$ .90</b>		
<b>Bulk Items Exceeding 50 pounds:</b>	<b>\$ 1.78</b>	<b>\$ 1.83</b>	<b>\$ 1.88</b>		
<b>Special Collections:</b>					
Minimum Cubic Yards:	2	2	2		
Collection Charge:	<b>\$ 16.60</b>	<b>\$ 17.08</b>	<b>\$ 17.58</b>		
<b>Total Charge Per Cubic Yard</b>	<b>\$ 8.30</b>	<b>\$ 8.54</b>	<b>\$ 8.79</b>		
<b>White Goods:</b>					
W/ Hazardous Components:	INC.	INC.	INC.		
W/ Non-Hazardous Components:	INC.	INC.	INC.		
<b>90 Gallon Refuse Toter Option:</b>					
Monthly Toter Rental Fee:	\$ 1.96	\$ 1.96	\$ 1.96		
Collection, Administration & Profit:	\$ 6.33	\$ 6.90	\$ 7.49		
Disposal/Tipping Costs:	<u>\$10.99</u>	<u>\$ 10.99</u>	<u>\$ 10.99</u>		
<b>Total Monthly Cost</b>	<b>\$19.28</b>	<b>\$ 19.85</b>	<b>\$ 20.44</b>		
<b>90 Gallon Yard Waste Toter Option:</b>					
Monthly Total Rental Fee:	\$ 1.96	\$ 1.96	\$ 1.96		
Collection, Administration & Profit:	\$ 5.50	\$ 5.50	\$ 5.50		
Disposal/Composting Costs:	<u>\$11.82</u>	<u>\$ 12.39</u>	<u>\$ 12.98</u>		
<b>Total Monthly Cost *</b>	<b>\$19.28</b>	<b>\$ 19.85</b>	<b>\$ 20.44</b>	↓	↓



## APPENDIX 4D

### General Price Quotation Sheet Multiple-Family Collection Services


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

	<u>Contract Year</u>				
	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Monthly Refuse Costs (per cubic yard)					
Collection, Administration & Profit	\$ 5.18	\$ 5.18	\$ 5.18	TBD	TBD
Disposal/Tipping Cost	\$ 2.67	\$ 2.90	\$ 3.14		
Monthly Recycling Costs (per cubic yard)	<u>INC.</u>	INC.	INC.		
Total Cost for Refuse/Recycling				↓	↓
<b>Collection per cubic yard</b>	<b>\$ 7.85</b>	<b>\$ 8.08</b>	<b>\$ 8.32</b>		

Please describe standards for developing landscape collection and disposal fees for multiple-family complexes. Provide estimates if possible.

# AGENDA ITEM

*Village of Carol Stream* J-1 12-3-07  
**INTER-DEPARTMENTAL MEMO**

**TO:** Mayor & Trustees  
**FROM:** Joseph E. Breinig, Village Manager   
**DATE:** November 30, 2007  
**RE:** Liquor License Request

A request for a liquor license has been received for the Pride of Carol Stream convenience store and service station located at 260 Schmale Road. Currently the Municipal code does not have a license classification for service stations. A number of convenience stores do have licenses for the sale of packaged liquor. Staff requests direction from the Village board on this request. If the Village Board determines that licenses should be issued to service stations the Municipal Code will need to be amended to add a license classification and corresponding fee.

A brief survey of our neighbors reveals that Wheaton, Bartlett, and Hanover Park prohibit the sale of package liquor at service stations. West Chicago has two service stations authorized to sell liquor. Those licenses run with the current owner and will not be reissued to a new owner and additional licenses will not be issued. Winfield currently has no licenses for the sale of package liquor at service stations, but has received a request for a station considering expansion. The Police Department also queried other departments and learned that six of sixteen departments responding allowed the sale of liquor at service stations. It is also my understanding that DuPage County allows the sale of liquor at service stations. It appears that a majority of communities contacted prohibit this activity.

This is a complicated issue that will require some thought if it is decided to allow the sale of liquor at service stations. Licensing requirements, license fees and other parameters will first need to be discussed and approved.

AGENDA ITEM

Village of Carol Stream K-1 12-3-07

Interdepartmental Memo

**TO:** Joseph Breinig, Village Manager  
**FROM:** Stan W. Helgerson, Finance Director *SH*  
**DATE:** November 30, 2007  
**RE:** MUNIS Accounts Payable Warrants

Good News! As of today, we have gone "Live" on the MUNIS Financial software. Attached is the AP Warrant that is generated by the MUNIS system. This particular group includes two AP Warrants. Any time that checks need to be issued in-between meetings, a separate warrant is created. In this particular case, the additional warrant was due to the need to issue checks to Com Ed before their due date therefore avoiding the penalties.

The reality is that there will probably be multiple warrants for each meeting because there is usually a need to issue some checks in-between meetings. We will work to keep the number of checks issued in-between meetings to a minimum.

If you have any questions regarding the format of the warrant or any particular item on the warrant, please do not hesitate to give me a call.

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
BREW HOUSE CAFE	TREE LIGHTING 2008 TWN	100.00	MISC EVENTS/ACTIVITIES	01.475.291		COFFEE SERV'D		128 00001
COMMONWEALTH EDISON CO	SERV FOR 10/17-11/15	13.87	ELECTRICITY	01.467.248		0803155026		128 00006
	SERV FOR 10/17-11/15	112.49	ELECTRICITY	06.432.248		1353117013		128 00003
	SERV FOR 10/17-11/15	13.87	ELECTRICITY	01.467.248		1865134015		128 00004
	SERV FOR 10/17-11/14	13.87	ELECTRICITY	01.467.248		4483019016		128 00002
	SERV FOR 10/17-11/15	107.14	ELECTRICITY	06.432.248		6597112015		128 00005
		261.24	*VENDOR TOTAL					

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
	REPORT TOTALS:	361.24								

RECORDS PRINTED - 000006

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
01	GENERAL CORPORATE FUND	141.61
06	MOTOR FUEL TAX FUND	219.63
TOTAL ALL FUNDS		361.24

BANK RECAP:

BANK	NAME	DISBURSEMENTS
OBB	OAK BROOK BANK	361.24
TOTAL ALL BANKS		361.24

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE ..... APPROVED BY .....  
.....  
.....

11/29/2007 16:57  
 ssullivan

VILLAGE OF CAROL STREAM  
 A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 01 10101 CASH-CHECKING  
 CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER DOCUMENT INV DATE PO WARRANT NET

INVOICE DTL DESC

VOUCHER	DOCUMENT	INV DATE	PO	WARRANT	NET
24537	1334	12/01/2007	20080008	D1203	10.95
157 ALLWAYS INC 1418 10.95 01650100 52234 Invoice: 136422 DUES & SUBSCRIPTIONS DIAL-UP FULL EMAIL CHECK 24537 TOTAL: 10.95					
24538	1277	11/21/2007		D1203	195.75
158 AMERICAN ADMINISTRATIVE GROUP 1360 195.75 01600000 52273 Invoice: 14754 EMPLOYEE SERVICES FLEX SPEND ADM 11/1/2007 CHECK 24538 TOTAL: 195.75					
24539	1290	11/06/2007	20080117	D1203	21,186.45
556 AVALON PETROLEUM COMPANY 1373 21,186.45 01690100 53356 Invoice: 501958 GAS PURCHASED DIESEL FUEL CHECK 24539 TOTAL: 21,186.45					
24540	1289	11/20/2007	20080110	D1203	100.00
438 DAVID G BAKER 1372 100.00 01650100 52253 Invoice: 112007 CONSULTANT VIDEOTAPING OF VILLAGE BOARD M CHECK 24540 TOTAL: 100.00					
24541	1303	11/15/2007	20080130	D1203	3,688.92
165 BAXTER & WOODMAN INC 1386 3,688.92 04100100 54480 Invoice: 0129142 CONSTRUCTION WRC EAST SIDE DEMOLITION CONST 1326 10/18/2007 20080146 D1203 3,980.00 Invoice: 0128127 3,980.00 04200100 54480 10704 CONSTRUCTION ENGINEERING SERVICES 1327 11/15/2007 20080146 D1203 31,124.69 Invoice: 0129143 31,124.69 04200100 54480 10704 CONSTRUCTION ENGINEERING SERVICES CHECK 24541 TOTAL: 38,793.61					
24542	1308	11/19/2007	20080021	D1203	3,495.00
164 BEST QUALITY CLEANING INC 1391 873.75 01670100 52276 Invoice: 27766 2,621.25 01680000 52276 Invoice: 27766 JANITORIAL SERVICES Cleaning service for Vlg Hall JANITORIAL SERVICES Cleaning service for Vlg Hall CHECK 24542 TOTAL: 3,495.00					
24543	1323	11/16/2007	20080054	D1203	914.00
169 CHRISTOPHER B BURKE ENGR LTD 1406 914.00 01621900 52253 Invoice: 73954 CONSULTANT REVIEW OF STORMWATER WETLANDS CHECK 24543 TOTAL: 914.00					





11/29/2007 16:57  
 ssullivan

VILLAGE of CAROL STREAM  
 A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 01 10101 CASH-CHECKING  
 CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	DOCUMENT	INV DATE	PO	WARRANT	NET
----- INVOICE DTL DESC -----									
Invoice: 0300009027	12			1399	1316	11/20/2007		D1203	381.23
				04201600 52248	ELECTRICITY				
					SERV FOR 10/19 - 11/16				
Invoice: 2496057000	12			1400	1317	11/21/2007		D1203	322.35
				04101500 52248	ELECTRICITY				
					SERV FOR 10/18 - 11/15				
Invoice: 2514004009	12			1401	1318	11/20/2007		D1203	48.16
				04201600 52248	ELECTRICITY				
					SERV FOR 10/18 - 11/15				
					CHECK		24547	TOTAL:	5,374.37
24548	12/03/2007	PRTD	173 COUNTY COURT REPORTERS INC	1407	1324	11/26/2007		D1203	125.00
				125.00 01530000 52241	COURT RECORDER FEES				
Invoice: 94323					MINUTES FOR MTG 11-12-07				
					CHECK		24548	TOTAL:	125.00
24549	12/03/2007	PRTD	593 DEPAUL UNIVERSITY	1363	1280	11/21/2007		D1203	45.00
				45.00 01640100 52223	TRAINING				
Invoice: WKSHP REGIS-B GLEES					DEC 5TH WORKSHOP BOB GLEES				
					CHECK		24549	TOTAL:	45.00
24550	12/03/2007	PRTD	34 DUPAGE COUNTY TREASURER	1384	1301	11/01/2007		D1203	250.00
				250.00 01660100 52247	DATA PROCESSING				
Invoice: 4154					DATA PROCESS POLICE OCTOBER				
					CHECK		24550	TOTAL:	250.00
24551	12/03/2007	PRTD	338 DUPAGE COUNTY ANIMAL CONTROL	1382	1299	10/01/2007		D1203	400.00
				400.00 01662700 52249	ANIMAL CONTROL				
Invoice: 162 13502					MONTHLY CHRGS OCTOBER				
					CHECK		24551	TOTAL:	400.00
24552	12/03/2007	PRTD	177 DUPAGE COUNTY RECORDER	1367	1284	11/19/2007	20080019	D1203	16.00
				16.00 01580000 52233	RECORDING FEES				
Invoice: 200711190101					RECORDER, STORAGE & MISC FEES				
					CHECK		24552	TOTAL:	16.00
24553	12/03/2007	PRTD	28 FEDEX	1375	1292	11/14/2007	20080017	D1203	89.53
				89.53 01650100 52229	POSTAGE				
Invoice: 2 372 22141					FEDERAL EXPRESS POSTAGE				
					1309	11/21/2007	20080017	D1203	93.18
Invoice: 2-385-33997					POSTAGE				
					FEDERAL EXPRESS POSTAGE				
					CHECK		24553	TOTAL:	182.71

11/29/2007 16:57  
 ssullivan

VILLAGE of CAROL STREAM  
 A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 01 10101 CASH-CHECKING  
 CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER DOCUMENT INV DATE PO WARRANT NET

INVOICE DTL DESC

24554	12/03/2007	PRTD	437 RICK GIESER	1358	1275	11/13/2007		D1203	1,588.55
	Invoice: NLC PSCP MTG 11/13			1,588.55 01520000 52222		MEETINGS			
						REIMB FOR TRVL NLC 11/13-18			
						CHECK	24554	TOTAL:	1,588.55
24555	12/03/2007	PRTD	407 HR SIMPLIFIED	1402	1319	11/12/2007		D1203	400.00
	Invoice: 19346			400.00 01600000 52273		EMPLOYEE SERVICES			
						ANNUAL FEE COBRA ADM DEC			
						CHECK	24555	TOTAL:	400.00
24556	12/03/2007	PRTD	594 ILL FIRE & POLICE COMMISSIONERS A	1371	1288	11/01/2007		D1203	375.00
	Invoice: MEMB RNWL 2008			375.00 01510000 52234		DUES & SUBSCRIPTIONS			
						LEGAL SERV MEMB RNWL 2008			
						CHECK	24556	TOTAL:	375.00
24557	12/03/2007	PRTD	341 ILLINOIS STATE POLICE	1376	1293	11/20/2007		D1203	585.00
	Invoice: FUNDS FOR LIVESCAN			585.00 01660100 53317		OPERATING SUPPLIES			
						FUNDS FOR LIVESCAN FINGERPRINT			
						CHECK	24557	TOTAL:	585.00
24558	12/03/2007	PRTD	605 KANE COUNTY SAFE KIDS	1404	1321	11/27/2007		D1203	400.00
	Invoice: KALINOWICZ, MARCINIAK			400.00 01662300 52223		TRAINING			
						REGIS FOR CHILD SAFETY SEAT CL			
						CHECK	24558	TOTAL:	400.00
24559	12/03/2007	PRTD	194 KANSAS STATE BANK	1377	1294	11/19/2007	20080005	D1203	253.00
	Invoice: 3338459 12			253.00 01660100 52226		OFFICE EQUIPMENT MAINTENANCE			
						MONTHLY MAINT FEE FOR VOICE LO			
						CHECK	24559	TOTAL:	253.00
24560	12/03/2007	PRTD	435 KPW TRUCKING INC	1420	1336	11/19/2007	20080085	D1203	1,031.50
	Invoice: 167			580.00 01670400 52265		HAULING			
	Invoice: 167			451.50 06320000 53347		HAULING DEBRI AND CA6			
						CA-6			
						HAULING DEBRI AND CA6			
						CHECK	24560	TOTAL:	1,031.50
24561	12/03/2007	PRTD	24 MATT MC CARTHY	1359	1276	11/13/2007		D1203	1,803.86
	Invoice: NLC NW ORLEANS 11/13			1,803.86 01520000 52222		MEETINGS			
						REIMB FOR TRV NLC 11/13-18			
						CHECK	24561	TOTAL:	1,803.86

11/29/2007 16:57  
ssullivan

VILLAGE of CAROL STREAM  
A/P CASH DISBURSEMENTS JOURNAL

PG 5  
apcshdsb

CASH ACCOUNT: 01 10101 CASH-CHECKING  
CHECK NO CHK DATE TYPE VENDOR NAME

VOUCHER	DOCUMENT	INV DATE	PO	WARRANT	NET
-----					
24562	12/03/2007 PRTD	198 MORONI & HANDLEY			
	Invoice: OCTOBER 2007				
3,045.00	01570000 52235	1393	1310	11/20/2007 20080028 D1203	3,045.00
				LEGAL FEES-PROSECUTION	
				MONTHLY LEGAL SERVICES RENDERE	
				CHECK 24562 TOTAL:	3,045.00
24563	12/03/2007 PRTD	405 N P E L R A			
	Invoice: 83				
190.00	01600000 52234	1421	1337	10/29/2007 D1203	190.00
				DUES & SUBSCRIPTIONS	
				NPELRA MEMBERSHIP C MAURER	
				CHECK 24563 TOTAL:	190.00
24564	12/03/2007 PRTD	597 PETROLEUM TECHNOLOGIES EQUIPMENT			
	Invoice: 8355				
83.78	01690100 53317	1385	1302	11/16/2007 D1203	83.78
				OPERATING SUPPLIES	
				GAS KEYS	
				CHECK 24564 TOTAL:	83.78
24565	12/03/2007 PRTD	604 RACK'M UP DISTRIBUTION INC			
	Invoice: 4596				
1,457.00	01690100 52284	1403	1320	10/30/2007 D1203	1,457.00
				EQUIPMENT MAINTENANCE	
				REPAIR LIFT 3	
				CHECK 24565 TOTAL:	1,457.00
24566	12/03/2007 PRTD	430 S T S CONSULTANTS LT			
	Invoice: N24105				
80.00	01621900 52253	1405	1322	11/13/2007 20080081 D1203	80.00
				CONSULTANT	
				SITE PLAN REVIEWS	
				CHECK 24566 TOTAL:	80.00
24567	12/03/2007 PRTD	311 ST AUBIN NURSERY & LANDSCAPING IN			
	Invoice: 118				
17,030.00	01670700 52268	1408	1325	11/14/2007 20080142 D1203	17,030.00
				TREE MAINTENANCE	
				2007 FALL PARKWAY TREE ORDER	
				CHECK 24567 TOTAL:	17,030.00
24568	12/03/2007 PRTD	204 STEPHEN A LASER ASSOCIATES P C			
	Invoice: 2001284				
575.00	01510000 52228	1381	1298	11/15/2007 20080111 D1203	575.00
				PERSONNEL HIRING	
				PUBLIC SAFETY POLICE OFFICER I	
				CHECK 24568 TOTAL:	575.00
24569	12/03/2007 PRTD	433 THEODORE POLYGRAPH SERVICE			
	Invoice: 16248				
250.00	01510000 52228	1365	1282	11/13/2007 20080092 D1203	250.00
				PERSONNEL HIRING	
				POLYGRAPH SERVICES	
				CHECK 24569 TOTAL:	250.00
24570	12/03/2007 PRTD	209 TYLER TECHNOLOGIES INC			
	Invoice: 117870				
1,059.80	01610100 54413	1378	1295	11/14/2007 20080007 D1203	1,059.80
				COMPUTER EQUIPMENT	
				APPLICATION SOFTWARE LIC AND M	



The preceding list of bills payable totaling \$111,119.60 was reviewed and approved for payment.

**Approved by:**

  
\_\_\_\_\_  
Joseph E Breinig -- Village Manager

**Date:** 11/30/07

**Authorized by:**

\_\_\_\_\_  
Frank Saverino Sr. - Mayor

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

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

AGENDA ITEM

K-2 12-3-07

**ADDENDUM WARRANTS**  
**November 20, 2007 thru December 3, 2007**

Fund	Check #	Vendor	Description	Amount
General	A C H	Oak Brook Bank	Payroll November 5, 2007 - November 18, 2007	443,127.39
Water & Sewer	A C H	Oak Brook Bank	Payroll November 5, 2007 - November 18, 2007	36,486.94
General	A C H	Ill Funds	Dupage Water Commission - October 2007	<u>143,916.01</u>
				<u>623,530.34</u>

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2007

By: \_\_\_\_\_  
Frank Saverino, Sr. - Mayor

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