

# *Village of Carol Stream*

## **BOARD MEETING**

### **AGENDA**

**SEPTEMBER 6, 2005**

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

**A. ROLL CALL AND PLEDGE OF ALLEGIANCE:** Pledge of Allegiance by Wolves Pack 196, Western Trails School.

**B. MINUTES:** Approval of the Minutes of the August 15, 2005 Meeting.

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

1. Citizen Awards.
2. Proclamation: National Assisted Living Week.
3. Proclamation: 2005 National Prostate Cancer Awareness Month.
4. Proclamation: National Alcohol & Drug Addiction Recovery Month.
5. Proclamation: National Save a Life Month.
6. Proclamation: Designating September 14, 2006 as National Anthem Project Day.

**D. SELECTION OF CONSENT AGENDA:**

**E. BOARD AND COMMISSION REPORTS:**

1. PLAN COMMISSION

**F. OLD BUSINESS:**

**G. STAFF REPORTS & RECOMMENDATIONS:**

1. Investment Policy.  
*Revised Village of Carol Stream Investment Policy.*
2. Truth in Taxation Determination.  
*2005 Tax Levy Determination per the Truth in Taxation process.*
3. Additional Language to Resignation Policy.  
*Additional language to rescind the direct depositing of any enrolled employee's paycheck upon notice of employment termination.*
4. Award of Contract for 2005 Rejuvenator Project and Request to Waive Formal Bid Procedures.

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*Due to the proprietary product engineering staff requests that negotiated prices be awarded to Midwest Tar.*

5. Proposal to Renew the Residential Solid Waste Franchise Agreement with Flood Brothers for a 5-Year Period Beginning January 1, 2006 through December 31, 2010.

*Proposal to enter into a 5-year agreement with Flood Brothers for residential solid waste collection service including fixed rates for 2006-07 as well as an option to adopt recycling toter service for the approximate 9,400 residential accounts.*

#### **H. ORDINANCES & RESOLUTIONS:**

1. Resolution \_\_\_\_\_, Authorizing a Non-Exclusive License Agreement Between the Village of Carol Stream and T-Mobile (Fullerton Avenue Water Tower).

*Agreement to allow T-Mobile to install antennae on a Village water tower for wireless phone service.*

#### **I. NEW BUSINESS:**

1. Request to Amend Policy on Project Qualification Criteria.

*This item is to amend the policy for infrastructure element criteria for project inclusion.*

#### **J. PAYMENT OF BILLS:**

1. Regular Bills:
2. Addendum Warrant:

#### **K. REPORT OF OFFICERS:**

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

#### **L. EXECUTIVE SESSION:**

1. Pending Litigation.

*Village of Carol Stream*

**BOARD MEETING**

**AGENDA**

**SEPTEMBER 6, 2005**

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

2. Review of Closed Session Minutes.

**M. ADJOURNMENT:**

**LAST ORDINANCE: 2005-08-49**

**LAST RESOLUTION: 2143**

**NEXT ORDINANCE: 2005-09-50**

**NEXT RESOLUTION: 2144**

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

**August 15, 2005**

Mayor Pro-Tem Thomas Shanahan called the Regular Meeting of the Board of Trustees to order at 8:00 pm and directed Deputy Village Clerk Wynne Progar to call the roll.

Present: Trustees McCarthy, Gieser, Saverino, Stubbs, Fenner and Shanahan  
Absent: Mayor Ferraro, Assistant Village Manager Mellor & Clerk Koester  
Also Present: Village Manager Breinig, Attorney Diamond & Deputy Clerk Progar

Mayor Pro-Tem Shanahan 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 August 1, 2005 as presented. The results of the roll call vote were:

Ayes: 6 Trustees McCarthy, Gieser, Saverino, Stubbs, Fenner & Shanahan  
Nays: 0  
Absent: 0

**AUDIENCE PARTICIPATION & PUBLIC HEARINGS:**

Vintage Cars and Rods presented a check for \$648.00 for the Christmas Sharing Program. They also presented plaques to Trustee Frank Saverino and the Village to thank them for allowing the use of the Town Center. The presenter said that the Town Center is the best venue they have ever had and that increases the contributions that are donated to the Sharing Program as well as the Marine's Toy for Tots Program. Representatives of the Marine Corps League presented the Village a Commander's Award for their participation in the Toys for Tots collection drives.

**CONSENT AGENDA:**

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

Ayes: 6 Trustees McCarthy, Gieser, Saverino, Stubbs, Fenner & Shanahan  
Nays: 0  
Absent: 0

Trustee McCarthy moved and Trustee Saverino 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 McCarthy, Gieser, Saverino, Stubbs, Fenner & Shanahan  
Nays: 0  
Absent: 0

1. From PC-no action required: NEC St. Charles & Morton Rd.-zoning upon annexation to I-Industrial District
2. From PC-no action required: Lakewood Homes-Fisher Farm-Zoning
3. Special Use-Outdoor activities -140 E. Fullerton/Ord. 2005-08-46
4. Variation-Zoning Code: 365 E. North Avenue-Ord, 2005-08-47
5. Variation-Zoning Code: 392 Flint Trail-Ord, 2005-08-48
6. Flex 125 Plan
7. Contract extension-CS Correspondent newsletter
8. Letter of Credit Reduction #5-Jason Court Subdivision
9. Letter of Credit Reduction #1- Fountains at Town Center
10. Letter of Credit Reduction #1-Aldi's
11. Final acceptance: 04/05 Joint Crackfill Project
12. Final Payment & acceptance: 04/05 Pond Shoreline
13. Final Payment & acceptance: 04/05 Asphalt Surface Treatment Project
14. Ord. 2005-08-45: Amend Code- Real Estate Transfer Tax
15. Allow temporary gravel parking lot- Prince Industries
16. Regular Bills, Addendum Warrant of Bills, Treasurer's Report 7/31/05

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

Ayes:	6	Trustees McCarthy, Gieser, Saverino, Stubbs, Fenner & Shanahan
Nays:	0	
Absent:	0	

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

**Special Use-Outdoor activities -140 E. Fullerton/Ord. 2005-08-46:**

At their meeting on August 8, 2005, the Combined Plan Commission/Zoning Board of Appeals recommended approval of a special use permit for outdoor activities and operations in accordance with staff recommendations. The Board concurred with the recommendation and adopted Ordinance 2005-08-46, AN ORDINANCE GRANTING A SPECIAL USE FOR OUTDOOR ACTIVITIES & OPERATIONS – (McCOLLISTER'S, 140 E. FULLERTON AVENUE).

**Variation-Zoning Code: 365 E. North Avenue-Ord, 2005-08-47:**

At their meeting on August 8, 2005, the Combined Plan Commission/Zoning Board of Appeals recommended approval of a variance to the Zoning Code for additional parking spaces in accordance with staff recommendations. The Board concurred with the recommendation and adopted Ordinance 2005-08-48, AN ORDINANCE GRANTING A LANDSCAPE VARIATION – (WARE MALCOMB, INC., 365 E. NORTH AVENUE).

**Variation-Zoning Code: 392 Flint Trail-Ord, 2005-08-48:**

At their meeting on August 8, 2005, the Combined Plan Commission/Zoning Board of Appeals recommended approval of a variance to the Zoning Code to allow an addition to a non-conforming structure. The Board concurred with the recommendation and adopted Ordinance 2005-08-48, AN ORDINANCE GRANTING A VARIATION ALLOWING AN ADDITION TO A NONCONFORMING STRUCTURE – (392 FLINT TRAIL).

**Flex 125 Plan:**

The Board approved a modification to the Flex 125 Plan to extend the time for incurring expenses for health and dependent care up to 2.5 months after the end of the plan year.

**Contract extension-CS Correspondent newsletter:**

The Board approved a contract extension for year 2 to Profile Graphics, Inc. of Bartlett, IL based upon the CPI-U adjusted pricing of \$8,938.51.

**Letter of Credit Reduction #5-Jason Court Subdivision:**

The Board approved a Letter of Credit Reduction # 5 requested by The Patrick Group for the Jason Court Subdivision. All the work as shown on the reduction request has been completed per the approved plans and Village specifications. The amount of this reduction is \$54,259.00 and the remaining balance of security is \$199,072.17.

**Letter of Credit Reduction #1- Fountains at Town Center:**

The Board approved a Letter of Credit Reduction # 1 requested by Town & Country Homes for the Fountains at Town Center. All the work shown on the reduction request has been completed per the approved plans and Village specifications. The amount of this request is \$441,879.84 and the remaining balance of security is \$274,400.09.

**Letter of Credit Reduction #1-Aldi's:**

The Board approved a Letter of Credit Reduction # 1 requested by Aldi's Inc. for Aldi's Inc, 330 Schmale Road. All the work as shown on the reduction request has been completed per the approved plans and Village specifications. The amount of this request is \$244,978.75 and the remaining balance of security is \$28,750.00.

**Final acceptance: 04/05 Joint Crackfill Project:**

The Board gave final acceptance of the 2004 Joint and Crackfill Project by Scodeller Construction, Inc. of South Lyons, Michigan.

**Final Payment & acceptance: 04/05 Pond Shoreline:**

The Board gave final acceptance of the 2004/05 Pond Shoreline Maintenance Project by LaFayette Home Nursery and approved a final payment of \$5,782.50.

**Final Payment & acceptance: 04/05 Asphalt Surface Treatment Project:**

The Board gave final acceptance of the 2004/05 Asphalt Surface Treatment Project to Midwest Tar Sealer Co. and approved a final payment of \$5,491.31.

**Ord. 2005-08-45: Amend Code- Real Estate Transfer Tax:**

The Board adopted Ordinance 2005-08-45, AN ORDINANCE OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM AMENDING THE CODE OF ORDINANCES REGARDING REAL ESTATE TRANSFER TAXES.

**Allow temporary gravel parking lot- Prince Industries:**

The Board approved a temporary gravel parking lot for Prince Industries, 745 N. Gary Avenue for a period of time not to exceed 18 months and in accordance with the recommendations noted in the memo by Donald T. Bastian, Village Planner on August 9, 2005.

**Regular Bills, Addendum Warrant of Bills, Treasurer’s Report 7/31/05:**

The Board approved the payment of the Regular Bills in the amount of \$378,344.00.  
The Board approved the payment of the Addendum Warrant of Bills in the amount of \$454,562.48.  
The Board accepted the Treasurer’s Report for month ending July 31, 2005.

**COMMENTS:**

Trustee Stubbs asked for confirmation of the number of vehicles that will be parked at 140 Fullerton by McCollister’s, which is three vans, four tractors and eight trailers.

**REGULAR MEETING:**

**Update on DuPage Mayors & Managers Conference (DMMC) Request to Participate in the Creation of a Quiet Zone along the Chicago Central & Pacific Railroad (CC&P).**

Director of Engineering Services Jim Knudsen said that the DuPage Mayors and Managers Conference is asking the Village to participate in the process for the creation of a Quiet Zone. He noted that there is no financial commitment required to participate and noted that the City of Elmhurst has volunteered to be the lead agency to submit a Notice of Intent to create the quiet zone.

Trustee Gieser moved and Trustee Saverino made the second to approve the Delegation of Authority to participate in the process of creating a quiet zone. The results of the roll call vote were:

Ayes: 5 Trustees McCarthy, Gieser, Saverino, Stubbs, & Fenner

Nays: 1 Trustee Shanahan

Absent: 0

**Award of Contract for Professional Engineering Services – Stormwater Management Program Development & Funding Study:**

Trustee Gieser asked why the Village should do this and Mr. Knudsen said that the Village currently spends between \$400/4500,000 a year on stormwater management. The Village is looking for a way to finalize our stormwater management program which is required by NPDES regulations. The second part of the study is to find a reliable and dedicated funding source. This is Phase I and Phase II will be the implementation of the results of Phase I.

Trustee McCarthy moved and Trustee Fenner made the second to award the contract for Professional Engineering Services for stormwater management program development and funding study to AMEC, Clark Dietz, Indianapolis, IN in an amount not to exceed \$110,650.25. The results of the roll call vote were:

Ayes: 6 Trustees McCarthy, Gieser, Saverino, Stubbs, Fenner & Shanahan

Nays: 0

Absent: 0

**Variation request – Waive Village Code requirement allowing no more than 3 dogs at any one residence:**

Robert and Phyllis Prindle appeared before the Board. Mrs. Prindle read a statement regarding their understanding of the matter concerning the 12 dogs that they have in their home, and asked for a reasonable amount of time to take care of their animals.

Mr. Breinig stated that the Village Code has a limitation of three dogs and it has been in place for a number of years. On April 29<sup>th</sup>, acting on a complaint, the Community Development Department went out to look at the situation and verified that there were more than three dogs. At that time, it appears that Mr. Prindle was given a copy of the inspection report from Community Development. From that point forward, until the Police Department followed up on July 14<sup>th</sup>, there was nothing done and the 12 dogs remained at that location. They are small dogs, but that is not the issue, the size of the dogs does make any difference to the Code. The Prindles contacted the Village and indicated that they would come in for a variance and would come to the August 1<sup>st</sup> Board Meeting to make their case. Since they did not appear at the August 1<sup>st</sup> meeting there was no reason to believe that there would be any effort on their part to come in, because there had been nothing done since April 29<sup>th</sup>. As a result, under the Village Manager's direction, the Police Department started issuing tickets. The issuance of tickets were suspended when either the parties weren't home or they did not answer the door. The Village does not go out looking for numbers of dogs, this began with a complaint. Mayor Pro-Tem Shanahan said that when a variance to the Code is requested, there must be something particularly special about the situation or property as to why a variance should be granted. He said that he cannot find anything about this situation that is unique.

Trustee McCarthy said that he agrees that there is nothing extraordinary in this request that would allow a variance to the Code.

Trustee Saverino said that he is a dog lover but he cannot imagine how anyone could care for 12 dogs. He said that if the Board allows these 12 dogs to be kept, someone will want to keep 12 German Shepherds, or 12 Pit Bulls because a precedent has been set the Board would have to approve another variation.

Trustee Fenner said that the ordinance restricting the number of dogs came about because there were so many residences that had several dogs that were not being controlled or picked up after. There were a tremendous amount of complaints of noise and health issues. It is understood that the Prindles care for their dogs and take care of them, but rules have to apply to everyone in the Village.

Trustee Stubbs said that 12 dogs seem excessive. The Code allows 3 dogs per residence and there is nothing that indicates that the number of dogs is determined by lot size, or by the size of the dogs. He said that he would support a reasonable amount of time for the owners to get into compliance.

Trustee Gieser said that a reasonable amount of time should be allowed, but the Ordinance does have to be complied with as it is written.

Manager Breinig asked if they had any idea how much time would be needed to get down to three dogs and Mr. Prindle said that they are looking to buy another house in an area that does not restrict the number of dogs a person can have. Mr. Breinig said that it is his understanding that DuPage County also has a three dog limit as well. Mr. Prindle said that the web site does not state a limit on the number of dogs. He said that if he cannot sell his house he will need time to comply with the Code.

Mr. Diamond recommended that the tickets that have been issued be continued and Mr. Breinig noted that they are hanging tickets, and will not be going to court. He said that the Board can continue this matter to the next meeting to give the Prindles a chance to determine just how much time they will need, or the Board can set a date tonight that they will have to comply.

Trustee Fenner suggested that the Prindles do the research to find out where they can live with the 12 animals, come back to the Board in 30 days with a report, either that they are going to find a home in another location or with a plan on how they are going to get rid of 9 animals to come into code requirements. It was suggested that this would be on



the agenda of the second meeting in September. Trustee Fenner moved and Trustee Stubbs made the second to continue this matter to the meeting of September 19, 2005. The results of the roll call vote were:

Ayes:	6	Trustees McCarthy, Gieser, Saverino, Stubbs, Fenner & Shanahan
Nays:	0	
Absent:	0	

**Speed Limit Reduction on Spring Valley Drive:**

Michael Weldon, 1312 Oriole Trail spoke about the use of Spring Valley Drive as a speed way and that there have been many occasions where speeding cars take out mail boxes and destroy landscaping and lawns. He also presented a petition of 125 names of residents of the surrounding streets that are requesting a multi-way stop sign control and the corners of Spring Valley Drive and Robin Drive.

Mayor Pro-Tem Shanahan explained that this particular intersection does not meet State warrants for a stop sign and it never has. He added that stop signs do not control speed and when the stop signs were put up the last time, people were doing panic stops and then racing down the next street. Most of the violation tickets written were to homeowners in the area and it was their complaints that eventually got the stop signs removed. In addition, Trustee Shanahan noted that a stop sign is good only as much as it is enforced, and the Village cannot put a police car at every stop intersection.

Trustee Fenner said that in 1992 there was a temporary stop sign installed which was before she was elected to the Board. At the meeting prior to her installation, the Board agreed to take the temporary stop sign down. At the meeting following Trustee Fenner's installation, another vote was taken and the stop sign was made permanent. From that time until 2001, something was working since no complaints were made to the Board. In 2003 the sign was removed and now there are an overwhelming number of people that want the stop sign re-installed.

Darla MacLean, 1098 Spring Valley Drive said that they have put a berm in front of their home to protect it from speeding drivers who constantly miss the curve and come into their yard because they are driving too fast. She noted that only the side yard is safe for children to play in because of all of the cars that speed through the intersection and she would like to have the stop sign put back.

Trustee Shanahan commented that if this stop sign is put up, he does not want all of the residents that get tickets to come to the Board to complain, or that there is no enforcement of people running the stop sign.

Trustee Fenner said that the stop sign should be there even though it does not meet warrants because it does help with traffic control. She said that Engineering Services has recommended that the speed limit on Spring Valley Drive be reduced to 25 mph and she does agree that this should be done as well.

Trustee Saverino said that he agrees with the 25 mph speed limit and that he does not understand why the sign was taken down.

Mr. Breinig said that nationally there is a manual on Uniform Traffic Control Devices that sets the standards, and part of the standards concern the number of accidents reported. He commented that everybody is not as diligent as Mrs. MacLean is in reporting because the numbers of events being reported tonight are significantly different from what has been reported. Comments were made that tire track in lawns and knocked down mail boxes were not reported since they were not insurance claims and residents did not bother calling police.

Trustee Shanahan asked Village Attorney Diamond if the Village can put up this stop sign if it does not meet warrants, and enforce it. Mr. Diamond said that as a home rule community, if there is a belief that this is an area that requires the stop sign, the Village would be able to enforce it. It could be argued in a class action suit that all of the tickets are invalid, but it would be a very unlikely possibility.

Trustee McCarthy said that he agrees the stop sign should be erected to protect the children that live in the area, and that drivers that use a rolling stop should be ticketed.

Trustee Stubbs said that he believes that there has been enough information brought forward to put up a stop sign and he agrees with lowering the speed limit to 25 mpg.

Trustee Gieser said that the speed needs to be reduced on this street since that appears to be the main problem and he would agree that a stop sign could help as well.

Trustee Fenner also suggested that the speed indicator trailer be used in that area as well.

Trustee Shanahan commented that he fees that 25 mph is too slow, but he is only one of six for the vote. He also suggested to all of the residents, that no matter what the incident is, a knocked over mailbox or tracks in the grass, call the Police and report it.

Mr. Breinig asked if this can be approved as an ordinance at this meeting and subject to review and approval be put into effect after signature. Mr. Diamond said that this is possible.

Trustee McCarthy moved and Trustee Saverino made the second to authorize an ordinance that would AMEND CHAPTER 8, ARTICLE 5 OF THE CAROL STREAM TRAFFIC CODE providing that the northern intersection of Robin Drive and Spring Valley Road be added as a stop intersection and to reduce the speed on Spring Valley Drive from 30 miles per hour to 25 miles per hour. The results of the roll call vote were:

Ayes:	6	Trustees McCarthy, Gieser, Saverino, Stubbs, Fenner & Shanahan
Nays:	0	
Absent:	0	

This is Ordinance 2005-08-49.

**REPORT OF OFFICERS:**

Trustee Gieser moved and Trustee Fenner made the second to change the date of the next meeting from September 5<sup>th</sup> to September 6<sup>th</sup> due to the Labor Day celebration. The results of the roll call vote were:

Ayes:	6	Trustees McCarthy, Gieser, Saverino, Stubbs, Fenner & Shanahan
Nays:	0	
Absent:	0	

Trustee Saverino thanked the Vintage Cars and Rods for their contribution to the Christmas Sharing fund and their support for the Toys for Tots program. The next show will be on September 8<sup>th</sup> from 6:30 to 9:00 pm. The rain date is September 15<sup>th</sup>.

Trustee McCarthy also thanked the Car club of their donation and he reminded everyone that school is starting soon, so watch for the kids while driving.

Trustee Stubbs reminded everyone of the concert and movie next Thursday.

Trustee Gieser thanked staff for providing recycling bins at the Town Center. There will be a concert and a movie both this Thursday and next Thursday.

Trustee Fenner moved and Trustee Stubbs made the second to adjourn at 9:05 pm.  
The results of the roll call vote were:

Ayes:	6	Trustees McCarthy, Gieser, Saverino, Stubbs, Fenner & Shanahan
Nays:	0	
Absent:	0	

FOR THE BOARD OF TRUSTEES

# *Carol Stream Police Department*

## COMMENDATORY LETTER

PRESENTED TO:

### ***Terrance M. Gurley***

On Monday July 25, 2005 at approximately 5:30 p.m., you were working as a pool attendant at the Covered Bridges clubhouse pool. You went to the deep end of the pool and observed an unresponsive male teenager in the water. You were able to pull the subject from the water. You were unable to feel a pulse and immediately began CPR with the assistance of leasing consultant, Mary Ducato. When police arrived on the scene, the subject had begun to breathe without assistance. The teen was ultimately transported to the hospital and later released.

Through the investigation, it was later learned that the seventeen-year-old teen was visiting his relative at Covered Bridges. While in the pool area, he jumped into the deep end, even though he could not swim.

Your timely response and quick actions saved the life of the teen. The victim, his family and the community greatly appreciate your diligence. You are hereby presented with this Carol Stream Police Department's Citizen Appreciation Award in recognition of your willingness to render aide and save the life of a visitor to this community.



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**Richard H. Willing**  
**Chief of Police**  
**September 6, 2005**

# *Carol Stream Police Department*

## COMMENDATORY LETTER

PRESENTED TO:

***Mary A. Ducato***

On Monday July 25, 2005 at approximately 5:30 p.m., you were working as a leasing consultant at the Covered Bridges leasing office. You responded to the pool area after learning that a male teenager had been pulled from the water by an attendant, Terrance Gurley. The teen did not have a pulse so you assisted Gurley with CPR. When police arrived on the scene, the subject was breathing without assistance. The teen was ultimately transported to the hospital and later released.

Through the investigation, it was later learned that the seventeen-year-old teen was visiting his relative at Covered Bridges. While in the pool area, he jumped into the deep end, even though he could not swim.

Your timely response and quick actions saved the life of the teen. The victim, his family and the community greatly appreciate your diligence. You are hereby presented this Carol Stream Police Department's Citizen Appreciation Award in recognition of your willingness to render aide and save the life of a visitor to this community.



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**Richard H. Willing**

**Chief of Police**

**September 6, 2005**

# *Carol Stream Police Department*

## COMMENDATORY LETTER

PRESENTED TO:

### ***Peter Pane***

On August 14, 2005 at approximately 7:30 a.m., you saw a silver Toyota SUV drive through the rear 740 Bluff parking lot. The driver appeared to have difficulty parking the SUV. You then observed the two occupants begin to wipe the inside of the vehicle with some cloths. The subjects then exited and began wiping the exterior of the vehicle's door handles. The subjects then went to the back of the vehicle and removed two BMX bicycles. The subjects appeared to be very young and in their young teens. The subjects then threw some unknown objects in the bushes near the vehicle and rode away on their bicycles. You found all of these actions to be quite suspicious.

You called 9-1-1 and the Carol Stream Police and you were able to provide the dispatcher with a good description of the two subjects and their direction of travel.

An officer working in the area of North Avenue and Alexandria observed the offenders. These two youths were detained based upon your report and description. The offenders were also in possession of several personal items stolen from the interior of the Toyota. You volunteered to be driven to the area of the where the subjects had been stopped. Upon arrival, you made a positive identification on both subjects. The subjects were subsequently arrested for auto theft and burglary to motor vehicle.

Through the police investigation, it was learned that the offenders had burglarized two vehicles in Glen Ellyn. The offenders had found a key to the Toyota and had taken the vehicle for a joyride. They left the Toyota in the parking lot of 740 Bluff. The offenders had also taken several items from the car before abandoning it.

Your keen observations and timely 9-1-1 call allowed the police to apprehend both suspects for auto theft and burglary to motor vehicle. Your actions resulted in the victim having all of her property returned to her. You are hereby presented with this Citizen Appreciation Award in recognition of your willingness to help fellow citizens and combat crime in partnership with the Carol Stream Police Department.



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**Richard H. Willing**  
**Chief of Police**  
**September 6, 2005**

**PROCLAMATION  
NATIONAL ASSISTED LIVING WEEK  
SEPTEMBER 11 THROUGH 17, 2005**

**WHEREAS**, the number of elderly and disabled Americans is dramatically increasing; and

**WHEREAS**, assisted living is a long-term care service that fosters choice, dignity, independence and autonomy in our elderly nationwide; and

**WHEREAS**, the National Center for Assisted Living proudly created National Assisted Living Week; and

**WHEREAS**, the theme of National Assisted Living Week 2005 is “A Fair to Remember” provides us the opportunity to celebrate the customs, joys, thrills and excitement of our state and local fairs and the fair events that bring communities together.

**NOW, THEREFORE, I MAYOR ROSS FERRARO, PROCLAIM THE WEEK OF SEPTEMBER 11-17, 2005 AS NATIONAL ASSISTED LIVING WEEK IN CAROL STREAM, IL**, and I urge all citizens to visit friends and loved ones who reside at these facilities and also to learn more about assisted living services and how they benefit our communities.

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Ross Ferraro, Mayor

ATTEST:

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Janice Koester, Village Clerk

# **PROCLAMATION**

## **2005 NATIONAL PROSTATE CANCER AWARENESS MONTH**

WHEREAS, in the year 2005, the month of September has been declared National Prostate Cancer Awareness Month; and

WHEREAS, in the year 2005 approximately 232,090 men in the United States will learn that they have prostate cancer, and across the nation prostate cancer is the most commonly diagnosed nonskin cancer in men; and

WHEREAS, approximately 30,350 men will lose their lives to this disease in 2005, and one in six men in the nation are at risk of developing prostate cancer during their lifetime; and

WHEREAS, it is known that almost one third of prostate cancer occurs in men under the age of 65 during their prime work years, and at any age prostate cancer devastates families through loss of income, partnership and support; and

WHEREAS, prostate cancer leaves too many parents, women, children and other family members without a man they love, and African American families are disproportionately affected due to African American men having higher rates of prostate cancer diagnosis and death than men of other racial or ethnic groups in the United States; and

WHEREAS, research suggests that men could reduce their risk of prostate cancer mortality if they followed recommended prostate cancer screening guidelines, including examination by a health care provider and increased awareness and use of early detection practices.

NOW, THEREFORE, I, ROSS FERRARO, MAYOR OF THE VILLAGE OF CAROL STREAM, do proclaim September 2005 as Prostate Cancer Awareness Month in Carol Stream and urge all men in our community and throughout the country to become aware of their own risks of prostate cancer, talk to their health care providers about prostate cancer, and, whenever appropriate, get screened for the disease.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Office of the Mayor to be affixed this 6<sup>th</sup> day of September 2005.

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Ross Ferraro, Mayor



# PROCLAMATION

## DESIGNATING SEPTEMBER AS NATIONAL DRUG & ALCOHOL ADDICTION RECOVERY MONTH

WHEREAS, on behalf of the residents of Carol Stream, I am pleased to join participating substance abuse treatment centers in celebrating September 2005 as National Alcohol and Drug Addiction Recovery Month; and

WHEREAS, acknowledging September 2005 offers those involved in substance abuse treatment an opportunity to educate the public, community organizations, public officials, and civic leaders about the effectiveness of treatment, both societal and financial; and

WHEREAS, substance abuse and co-occurring mental disorders and co-existing physical illnesses are major public health problems that affect millions of Americans of all ages, races, and ethnic backgrounds and in all communities, and have huge medical, societal and economic cost; and

WHEREAS, people with co-occurring substance abuse and mental disorders can and do recover, and people with co-occurring substance abuse and mental disorders deserve access to the services they need to recover; and

WHEREAS, thousands of health care providers have dedicated their lives to the recovery process and to the education of the public about alcoholism, drug dependence, co-occurring disorders and treatment issues; and

WHEREAS, the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration's Center for Substance Abuse Treatment; and the Office of National Drug Control Policy invite all residents of Carol Stream to participate in National Alcohol and Drug Addiction Recovery Month.

NOW, THEREFORE, I, ROSS FERRARO, MAYOR OF THE VILLAGE OF CAROL STREAM do hereby proclaim September 2005 as **National Alcohol and Drug Addiction Recovery Month** in Carol Stream. I encourage all residents support this year's theme, "*Join the Voices for Recovery: Celebrating Health*" by supporting men, women and youth who are in drug and alcohol addiction treatment and recovery, and their families.

Dated this 6<sup>th</sup> Day of September 2005.

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Ross Ferraro, Mayor

## **PROCLAMATION**

### **DESIGNATING SEPTEMBER AS SAVE A LIFE MONTH**

WHEREAS, Save A Life Foundation's mission is training and developing people, starting with schoolchildren, to be active bystanders equipped with basic Life Supporting First Aid skills to aid during emergencies; and

WHEREAS, Save A Life Foundation, utilizes only Emergency Medical Service Professionals as Instructors to teach basic Life Supporting First Aid techniques, including Cardiopulmonary-Resuscitation (CPR), the Heimlich maneuver, and the use of an Automatic External Defibrillator (AED) to schoolchildren, grades K-12 and adults; and

WHEREAS, the U. S. Surgeon General recognizes Save A Life Foundation's life-supporting first aid training programs as a medical component to his "Year of the Healthy Child" initiative; and

WHEREAS, basic Life Supporting First Aid Techniques, such as CPR, Heimlich maneuver, and the use of an AED are essential in maintaining life prior to EMS arrival; and

WHEREAS, Save A Life Foundation works with local, state and federal government organizations and the private sector to highlight the importance of public emergency preparedness and effective emergency response; and

WHEREAS, Save a Life Foundation, an affiliate of the U.S. Department of Homeland Security, Citizens Corps, encourages all municipalities to recognize Save a Life Month in conjunction with Homeland Security's National Preparedness Month, a nationwide effort to encourage Americans to prepare for emergencies; and

WHEREAS, Save A Life Foundation will coordinate this year a national awareness campaign of activities for Save a Life Month to promote life supporting first aid training along with the Citizen Corps and Medical Reserve Corps; and

WHEREAS, the month of September 2005 has been designated as National Save A Life Month.

NOW, THEREFORE, BE IT PROCLAIMED THAT I, ROSS FERRARO, MAYOR OF THE VILLAGE OF CAROL STREAM, proclaim September 2005 as National Save A Life Month in Carol Stream and encourage all residents of proper age to be trained in basic first aid techniques.

Signed and Sealed this 6<sup>th</sup> Day of September 2005.

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Ross Ferraro, Mayor

## PROCLAMATION

### DESIGNATING SEPTEMBER 14, 2005 AS NATIONAL ANTHEM PROJECT DAY

WHEREAS, the study of American heritage through music inspired by important moments in our nation's history is basic to a complete education and the future of our country and its citizens; and

WHEREAS, school music education ensures that students learn to take pride in all for which our nation stands through the use of songs that teach the history and heritage of the United States; and

WHEREAS, the study of music provides increased opportunities for valuable educational experiences, engages students in individual and group activities, develops creativity, problem-solving, and critical thinking skills; and

WHEREAS, the Village of Carol Stream is concerned with maintaining and improving high quality school music programs for all students and teaching the importance of the historical events that created our great nation; and

WHEREAS, the Village of Carol Stream recognizes and commends local music teachers, the National Association for Music Education (MENC), and the National Anthem Project for their commitment to enhancing the quality of music education in schools and their efforts to restore American heritage and promote the significance of the national anthem.

NOW, THEREFORE, I, ROSS FERRARO, MAYOR OF THE VILLAGE OF CAROL STREAM, proclaim September 14, 2005 **National Anthem Project Day** in Carol Stream, endorses the National Anthem Project as an opportunity to support music education and promote American traditions, and encourages all residents to participate.

Signed and Sealed this 6<sup>th</sup> Day of September 2005.

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Ross Ferraro, Mayor

# Village of Carol Stream

## Interdepartmental Memo

**TO:** Joseph Breinig, Village Manager ✓  
**FROM:** Stan W. Helgerson, Finance Director *SWH*  
**DATE:** August 26, 2005  
**RE:** Investment Policy

Attached is an updated Village of Carol Stream Investment Policy. The current policy states, and it is also good practice, that the investment policy should be reviewed annually. I have continually reviewed the investment policy over the years and haven't found a need to make any changes. Recently, the GFOA revised their sample investment policy, so I have taken the opportunity to implement those changes into our policy along with one change. Following the format of the GFOA's Sample Investment Policy, I implemented their format along with some of their language. There was really no substantial changes. The one change that I did make and am recommending is that the performance benchmark be changed from the 90 day Treasury Bill to the 180 day Treasury Bill. The reason for this change is based on the Village's cash flow position. The 180 day Treasury Bill better matches up with our cash flow therefore becoming a more realistic benchmark. The Village Board should review this and formally adopt it.

Should you have any questions, please see me.



# VILLAGE OF CAROL STREAM

## INVESTMENT POLICY

### 1.0 **Policy:**

It is the policy of the Village of Carol Stream to invest public funds in a manner which will provide a competitive investment return with the maximum security while meeting the daily cash flow demands of the Village and conforming to all state statutes governing the investment of public funds.

### 2.0 **Scope:**

This investment policy applies to all financial assets of the Village of Carol Stream except for the Police Pension Fund which is subject to the order of the Board of Trustees of that particular fund. These funds are accounted for in the Village of Carol Stream's Comprehensive Annual Financial Report and include:

#### 2.1 **Funds:**

- 2.1.1 General Fund
- 2.1.2 Special Revenue Funds
- 2.1.3 Capital Project Funds
- 2.1.4 Enterprise Funds
- 2.1.5 Trust and Agency Funds
- 2.2.6 (Any new fund created by the Village Board, unless specifically exempt.)

#### 2.2 **Pooling of Funds**

Except for cash in certain restricted and special funds, the Village will consolidate cash and reserve balances from all funds to maximize investment

earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the proper funds based on their respective participation and in accordance with generally accepted accounting principles.

### 3.0 **General Objectives:**

The primary objectives, in priority order of the investment activities shall be safety, liquidity and yield:

#### 3.1 **Safety:**

Safety of principal is the foremost objective of the investment program. Investments of the Village of Carol Stream shall be undertaken in a manner that seeks the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

#### A. **Credit Risk:**

Credit Risk is the risk of loss due to the failure of the security issuer or backer. Credit risk may be mitigated by:

- Limiting investments to the safest types of securities listed in Section 7.0 of this Investment Policy.
- Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with which the Village

will do business in accordance with Section 5.0 and,

- Diversifying the investment portfolio so that the impact of potential losses from any one type of security or from any one individual issuer will be minimized.

#### **B. Interest Rate Risk:**

Interest rate risk is the risk that the market value of securities in the portfolio will fall due to changes in general interest rates. Interest rate risk may be mitigated by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity, and
- By investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools and limiting the average maturity of the portfolio in accordance with this policy (see Section 8.2).

#### **3.2 Liquidity:**

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). Alternatively, a

portion of the portfolio may be placed in money market mutual funds or local government investment pools which offer same-day liquidity for short-term funds.

#### **3.3 Return on Investments:**

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:

- 1) a declining credit security could be sold early to minimize loss of principal;
- 2) a security swap would improve the quality, yield, or target duration in the portfolio; or
- 3) liquidity needs of the portfolio require that the security be sold.

#### **4.0 Standards of Care**

Investments shall be made with judgment and care - under circumstances then prevailing - which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital, as well as the probable income to be derived.

#### 4.1 Prudence:

The standard of prudence to be used by investment officials shall be the “**prudent person**” standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

#### 4.2 Ethics and Conflicts of Interest:

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transaction with the same individual with whom business is conducted on behalf of their entity.

#### 4.3 Delegation of Authority:

Authority to manage the Village of Carol Stream’s investment program is derived from the following:

The establishment of investment policies is the responsibility of the Village Board. Management and administrative responsibility for the investment program is hereby delegated to the Finance Director who, under the direction of the Village Manager, shall establish written procedures for the operation of the investment program consistent with this investment policy. Procedures should include references to: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, collateral/depository agreements and banking service contracts. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Finance Director. The Finance Director shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials. The Finance Director may from time to time amend the written procedures in a manner not inconsistent with this policy or with state statutes.

The responsibility for investment activities of the Police Pension Fund rests with the Board of Trustees of the Police Pension Fund.

The Village Treasurer, appointed by the Mayor with advise of the Trustees, advises the Village Board on investment policy and is an ex-officio member of the Police Pension Fund.

**5.0 Authorized Financial Institutions, Depositories and Broker/Dealers:**

The Finance Director will maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness. These may include “primary” dealers or regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule). No public deposit shall be made except on qualified public depository as established by state statutes.

The Village Board authorizes the Finance Director to invest up to \$99,000.00 in any federally insured financial institution.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Finance Director with the following:

- Audited financial statements demonstrating compliance with state and federal capacity adequacy guidelines
- Proof of National Association of Securities Dealers (NASD) certification (not applicable to Certificates of Deposit counterparties)
- Proof of state registration
- Completed broker/dealer questionnaire
- Certification of having read the Village’s investment policy
- Depository contracts

An audited financial statement is required to be on file for each financial institution and broker/dealer in which the village invests.

**6.0 Safekeeping and Custody:**

All trades of marketable securities will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds.

Securities will be held by an independent third-party custodian selected by the Village as evidenced by safekeeping receipts in the Village’s name. The safekeeping institution shall annually provide a copy of their most recent report on internal controls (Statement of Auditing Standard No. 70, or SAS 70).

**6.1 Internal Controls:**

The finance director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the Village of Carol Stream are protected from loss, theft or misuse. Details of the internal controls system shall be documented in an investment procedures manual and shall be reviewed and updated annually. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of the control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits require estimates and judgments by management.

The internal controls structure shall address the following points:

- Control of collusion



- Separation of transaction authority from accounting and record keeping
- Custodial safekeeping
- Avoidance of physical delivery securities
- Clear delegation of authority to subordinate staff members.
- Written confirmation of telephone transactions for investments and wire transfers
- Dual authorization of wire transfers
- Development of a wire transfer agreement with the lead bank and third-party custodian

Accordingly, the Finance Director shall establish a process for annual independent review by an external auditor to assure compliance with policies and procedures.

## 7.0 **Suitable and Authorized Investments:**

The Village may invest in any type of security allowed for in Illinois statutes (30ILCS 235/2) regarding the investment of public funds. Approved investments include:

- Bonds, notes, certificates of indebtedness, treasury bills, or other securities now or hereafter issued, which are guaranteed by the full faith and credit of the United States of America as to principal and interest;
- Bonds, notes, debentures or other similar obligations of the United States of America or its agencies;
- Interest-bearing savings accounts, interest-bearing certificates of deposit or interest-bearing time deposits or any other investments constituting direct obligations of any bank as defined by the Illinois Banking Act; and is insured by

- the Federal Deposit Insurance Corporation;
- Short-term obligations of corporations organized in the United States with assets exceeding \$500,000,000 if (i) such obligations are rated at the time of purchase at one of the three highest classifications established by at least two standard rating services and which mature not later than 180 days from the date of purchase, (ii) such purchases do not exceed 10% of the corporation's outstanding obligations and (iii) no more than 25% of the Village's funds may be invested in short-term obligations of corporations;
- Illinois Public Treasurer's Investment Pool (Illinois Funds);
- Consistent with the GFOA Recommended Practice on Use of Derivatives by State and Local Governments (Attachment #1), extreme caution should be exercised in the use of derivative instruments.

## 7.1 **Collateralization:**

It is the policy of the Village of Carol Stream and in accordance with the GFOA's Recommended Practices on the Collateralization of Public Deposits (Attachment #2), the Village requires that funds on deposit in excess of FDIC limits be secured by some form of collateral. The Village will accept any of the following assets as collateral:

- Government Securities
- Obligations of Federal Agencies
- Obligations of Federal Instrumentalities
- Obligations of the State of Illinois

(The Village reserves the right to accept/reject any form of the above named securities.)

The Village also requires that all depositories that hold Village deposits in excess of the FDIC limit must agree to utilize the Village's Collateralization Agreement (Attachment #3).

The amount of collateral provided will not be less than 110% of the fair market value of the net amount of public funds secured. The ratio of fair market value of collateral to the amount of funds secured will be reviewed monthly, and additional collateral will be required when the ratio declines below the level required and collateral will be released if the fair market value exceeds the required level. Pledged collateral will be held in safekeeping, by an independent third party depository, or the Federal Reserve Bank of Boston, designated by the Village of Carol Stream and evidenced by a safekeeping agreement. Collateral agreements will preclude the release of the pledged assets without an authorized signature from the Village of Carol Stream. The Village of Carol Stream realizes that there is a cost factor involved with collateralization and the Village will pay any reasonable and customary fees related to collateralization.

## 8.0 **Investment Parameters:**

### 8.1 **Diversification:**

In order to reduce the risk of default, the investment portfolio of the Village of Carol Stream shall be diversified by:

- limiting investments to avoid over-concentration in securities from a specific issuer or business sector (excluding U.S. Treasury and Agency securities):
  - No financial institution shall hold more than 40% of the

Village's investment portfolio.

- Monies deposited at a financial institution shall not exceed 75% of the capital stock and surplus of that institution.
- Commercial paper shall not exceed 10% of the Village's investment portfolio.
- Brokered certificates of deposit shall not exceed 25% of the Village's investment portfolio.

- investing in securities with varying maturities, and
- continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LGIP's), money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligation

### 8.2 **Maximum Maturities:**

To the extent possible, the Village of Carol Stream will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the Village will not directly invest in securities maturing more than three years from the date of purchase.

Reserve funds may be invested in securities exceeding three years if the maturity of such investments are made to coincide as nearly as practicable with the expected use of the funds. Any investment purchased with a maturity longer than four years must

be supported with written documentation explaining the reason for the purchase and must be specifically approved by the Board of Trustees.

## 9.0 **Reporting:**

The Finance Director shall prepare an investment report at least monthly, including a management summary that provides an analysis of the status of the current investment portfolio and the individual transactions executed over the last month. This management summary will be prepared in a manner which will allow the Village to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the Village Manager and the Village Board. The report will include the following:

- Listing of individual securities held, by fund, at the end of the reporting period.
- Average weighted yield to maturity of portfolio on investments as compared to applicable benchmarks.
- Listing of investments by maturity date.
- The purchase and safekeeping institutions.

### 9.1 **Performance Standards:**

The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. Portfolio performance should be compared to appropriate benchmarks on a regular basis. The benchmarks shall be reflective of the actual securities being purchased and risks undertaken, and the benchmark

shall have a similar weighted average maturity as the portfolio.

### 9.2 **Market Yield (Benchmark):**

The Village's investment strategy is passive. Given this strategy, the basis used by the Finance Director to determine whether market yields are being achieved shall be the six-month U.S. Treasury Bill.

### 9.3 **Marking to Market:**

The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued at least quarterly. This will ensure that review of the investment portfolio, in terms of value and price volatility, has been performed consistent with the GFOA Recommended Practices on "Mark-to-Market Practices for State and Local Government Investment Portfolios and Investment Pools" (Attachment #4). In defining market value, considerations should be given to the GASB Statement 31 pronouncement.

## 10.0 **Investment Policy Adoption:**

The Village of Carol Stream's investment policy shall be adopted by resolution of the Village Board of Trustees. This policy shall be reviewed on an annual basis by the Finance Director and any modifications made thereto must be approved by the Village Board of Trustees.

**GFOA Recommended Practice**  
**Use of Derivatives by State and Local Governments for Cash Operating and**  
**Reserve Portfolios (1994 and 2002)**

**Background.** Derivative products are financial instruments created from or whose value depends on (is derived from) the value of one or more underlying assets or indexes of asset values. Derivatives include instruments or features such as collateralized mortgage obligations (CMOs), interest-only (IOs) and principal-only (POs) securities, forwards, futures, currency and interest rate swaps, options, floaters/inverse floaters, and caps/floors/collars. It still remains the responsibility of each government to determine what constitutes a derivative product and what is allowable by policy and statute.

**Recommendation.** The Government Finance Officers Association (GFOA) urges state and local government finance officers to exercise extreme caution in the use of derivatives and to consider their use only when they have developed a sufficient understanding of the products and the expertise to manage them. Because new derivative products are increasingly complex, state and local governments should use these instruments only if they can evaluate the following factors, among others, to determine their appropriateness:

1. Governmental entities must observe the objectives of sound asset and liability management policies that ensure safety, liquidity, and yield within legally allowable investments. Because of the risks involved, the use of derivatives by governmental entities should receive particular scrutiny. Certain derivative products may not be appropriate for all governmental investors. Characteristics of such products can include high price volatility, illiquid markets, products that are not market-tested, highly leveraged products, products requiring a high degree of sophistication to manage, and products that are difficult to value.
2. Governmental entities should understand that state and local laws may not specifically address the use of derivatives and examine such considerations as
  - the constitutional and statutory authority of the governmental entity to execute derivative contracts,
  - the potential for violating constitutional or statutory provisions limiting the entity's authority to incur debt resulting from the transaction, and
  - the application of the governmental entity's procurement statutes to derivative transactions.
3. Governmental entities should be aware of all the risks associated with use of derivatives, including counterparty credit, custodial, market, settlement, and operating risk.
4. Governmental entities should establish internal controls for each type of derivative in use to ensure that these risks are adequately managed. For example,
  - the entity should provide a written statement of purpose and objectives for derivative use;

- written procedures should be established that provide for periodic monitoring of derivative instruments;
  - managers should receive periodic training and have sufficient expertise and technical resources to oversee derivative programs;
  - recordkeeping systems should be sufficiently detailed to allow governing bodies, auditors, and examiners to determine if the program is functioning in accordance with established objectives; managers should report regularly on the use of derivatives to their governing body and appropriate disclosure should be made in official statements and other disclosure documents; and
  - reporting on derivative use should be in accordance with generally accepted accounting principles, and because use of these instruments is a complex matter, early discussion with public accountants is essential to determine if specialized reporting may be required.
5. Governmental entities should be aware if their broker/dealer is merely acting as an agent or intermediary in a derivatives transaction or is taking a proprietary position. Possible conflicts of interest should be taken into consideration before entering into a transaction.
  6. Governmental entities should be aware that there may be little or no pricing information or standardization for some derivatives. Competitive price comparisons are recommended before entering into a transaction.
  7. Governmental entities should exercise caution in the selection of broker/dealers or investment managers and ensure that these agents are knowledgeable about, understand and provide disclosure regarding the use of derivatives, including benefits and risks. The entity should secure written acknowledgment from broker/dealers that they have received, read, and understood the entity's debt and investment policies, including whether derivatives are currently authorized under the entity's investment policy and that the broker/dealer or investment manager has ascertained that the recommended product is suitable for the governmental entity.
  8. Governmental entities are responsible for ensuring this same level of safeguards when derivative transactions are conducted by a third party acting on behalf of the governmental entities.
  9. Government Entities should analyze the materiality of a transaction closely to determine if it might affect a bond or other credit – related rating of such entity. Rating agencies should be notified at the appropriate time, before a transaction is completed.

### **References**

- *A Public Investor's Guide to Money Market Instruments, Second Edition*, edited by M. Corinne Larson, GFOA, 1994.
  - *An Elected Official's Guide to Investing*, M. Corinne Larson, GFOA, 1995.
- Approved by the Committee on Cash Management, June 15, 2002  
 Approved by the Executive Committee, October 25, 2002.

## **Collateralization of Public Deposits (1984, 1987, 1993, and 2000)**

**Background.** The safety of public funds should be the foremost objective in public fund management. Collateralization of public deposits through the pledging of appropriate securities or surety bonds by depositories is an important safeguard for such deposits. State programs pertaining to the collateralization of public deposits have generally proven to be beneficial for both the public sector and its depositories.

However, federal law imposes certain limitations on collateral agreements between financial institutions and public entities in order to secure public entity deposits. Under certain circumstances, the Federal Deposit Insurance Corporation (FDIC) may be able to avoid a perfected security interest and leave the public depositor with only the right to share with other creditors in the pro rata distribution of the assets of a failed institution.

**Recommendation.** The Government Finance Officers Association (GFOA) favors the use of pledging requirements as protection for state or local government's deposits. GFOA further favors and encourages state and local governments to establish adequate and efficient administrative systems to maintain such pledged collateral, including state or locally administered collateral pledging or collateral pools. To accomplish these goals, GFOA recommends the following:

1. Public entities should implement programs of prudent risk control. Such programs could include a formal depository risk policy, credit analysis, and use of fully secured investments. In the absence of an effective statewide collateralization program, local officials should establish and implement collateralization procedures.
2. State and local government depositors should take all possible actions to comply with federal requirements in order to ensure that their security interests in collateral pledged to secure deposits are enforceable against the receiver of a failed financial institution. Federal law provides that a depositor's security agreement, which tends to diminish or defeat the interest of the FDIC in an asset acquired by it as receiver of an insured depository, shall not be valid against the FDIC unless the agreement.
  - is in writing;
  - was approved by the board of directors of the depository or its loan committee; and
  - has been, continuously, from the time of its execution, an official record of the depository institution.
3. Public entities should have all pledged collateral held at an independent third-party institution, and evidenced by a written agreement in an effort to satisfy The Uniform Commercial Code (UCC) requirement for control. The UCC states that the depositor does not have a perfected interest in a security unless the depositor controls it. Control

means that swaps, sales, and transfers cannot occur without the depositor's written approval.

- The value of the pledged collateral should be marked to market monthly, or more frequently depending on the volatility of the collateral pledged. If state statute does not dictate a minimum margin level for collateral based on deposit levels (e.g., Georgia statute requires 110 percent), the margin levels should be at least 102 percent, depending on the volatility of the collateral pledged.
  - Substitutions of collateral should meet the requirements of the collateral agreement, be approved in writing prior to release, and the collateral should not be released until the replacement collateral has been received.
4. The pledge of collateral should comply with the investment policy or state statute, whichever is more restrictive.
  5. The use of surety bonds and other appropriate types of insurance in lieu of collateral could be reviewed as an alternative to collateralization. If a public entity agrees to the use of surety bonds and other types of insurance in lieu of collateral, only insurers of the highest credit quality as determined by a nationally recognized insurance rating agency should be used.

**Note:** As a result of the court case *North Arkansas Medical Center v. Barrett*, 963 F.2d 780 (8th Cir. 1992), the FDIC issued a policy statement in March 1993 indicating that it would not seek to void a security interest of a federal, state, or local government entity solely because the security agreement did not comply with the contemporaneous execution requirement set forth in Section 13(e) of the Federal Deposit Insurance Act 12 U.S.C. 1823(e). The policy statement was officially enacted by Section 317 of the Riegle Community Development and Regulatory Improvement Act of 1994 (Public Law 103-325). Because of this change, the bullet item "was executed by the depository institution and any person claiming an adverse interest, contemporaneously with the acquisition of the asset by the depository institution" that appeared in previous versions of this recommended practice has been removed from this version.

## **References**

- GFOA Sample Security Agreement, 1995.
- GFOA Sample Custodial Trust Agreement, 1995.
- *An Introduction to Collateralizing Public Deposits for State and Local Governments*, M. Corinne Larson, GFOA, 1996.
- *Investing Public Funds*, Second Edition, Girard Miller with M. Corinne Larson and W. Paul Zorn, GFOA, 1998.

Long Form

**SECURITY AGREEMENT**

This SECURITY AGREEMENT, dated \_\_\_\_\_, is between [name of bank] (the “Bank”), a [bank and trust company, national banking association, state banking corporation, savings bank or savings and loan association] having an address at \_\_\_\_\_, and [public depositor], having an address at \_\_\_\_\_ (the “Public Depositor”).

**WITNESSETH:**

WHEREAS, the Bank is a qualified public depository as defined in [state statute], (the “Act”); and

WHEREAS, Public Depositor from time to time makes deposits, as said term is defined in the Act, in the Bank (its “Public Deposits”), which Public Deposits shall from time to time aggregate in excess of One Hundred Thousand Dollars (\$100,000.00); and

WHEREAS, the Public Depositor desires to have its Public Deposits secured by collateral; and

WHEREAS, the Bank has agreed to secure the Public Depositor’s Public Deposits by granting to the Public Depositor a security interest in certain collateral (“Eligible Collateral”) owned by the Bank, as permitted by 12 U.S.C. § 90;

NOW THEREFORE, in consideration of the Public Depositor depositing its Public Deposits as herein described, and for other good and valuable consideration, hereby acknowledged as received, it is hereby agreed between the Public Depositor and the Bank as follows:

1. In order to secure the Public Depositor’s Public Deposits the Bank hereby pledges, assigns, transfers and grants to the Public Depositor a perfected first priority security interest in (a) such amounts of the Eligible Collateral to meet the collateral ratios and other requirements described in this Agreement, and (b) the Custody Account (as defined in Section 9 below) and any and all investment property and security entitlements from time to time held in, by, or for the benefit of the Custody Account (including without limitation the Eligible Collateral) and all proceeds thereof (collectively, the “Collateral”). If at any time the ratio of the market value of the Eligible Collateral to the Public Depositor’s Public Deposits, plus accrued interest, is less than required by this Agreement, the Bank shall immediately, within no more than 24 hours, make such additions to the Eligible Collateral in such amounts such that the ratio of the market value of the Eligible Collateral to the Public Depositor’s Public Deposits, plus accrued interest, shall be at least equal to that required by this Agreement. Such additions to the Eligible Collateral shall



constitute an assignment, transfer, pledge, and grant to the Public Depositor of a security interest in such additional Eligible Collateral pursuant to this Agreement and the Act.

2. The security interest granted herein (as described in Section 1 above) shall secure not only such Public Deposits and accrued interest of the Public Depositor as are held by the Bank at the time of this Agreement, but also any and all subsequent Public Deposits made by the Public Depositor in the Bank regardless of the accounts in which such funds may be held or identified by the Bank.
3. The pledge of Collateral by the Bank shall be in addition to, and shall in no way eliminate or diminish, any insurance coverage to which the Public Depositor may be entitled under the rules and regulations of the Federal Deposit Insurance Corporation (FDIC) or any private insurance carried by the Bank for the purpose of protecting the claims and rights of its depositors.
4. The Public Depositor is under no obligation to maintain its deposits with the Bank and may withdraw them at any time without notice. It is agreed that when the Bank shall have paid out and accounted for all or any portion of the Public Depositor's Public Deposits, any Collateral pledged under this Agreement to secure such paid out Public Deposits shall be released from the security interest created hereunder.
5. The Bank hereby represents that (i) it is a **[state banking corporation]** duly organized and validly existing under the laws of the **[State of [state]]**; (ii) it is a qualified public depository as defined by the Act; (iii) it has, or will have as of the time of delivery of any securities as Collateral under this Agreement, the right, power and authority to grant a security interest therein with priority over any other rights or interests therein; (iv) the execution and delivery of this Agreement and the pledge of securities as Collateral hereunder have been approved by resolution of the Bank's Board of Directors at its meeting of **[date]**, and the approval of the Board of Directors is reflected in the minutes of that meeting, copies of which resolution and relevant portion of the minutes of said meeting are attached hereto as Exhibit A and made a part hereof; (v) the execution and delivery of this Agreement and the pledge of securities as Collateral hereunder will not violate or be in conflict with the Articles of Incorporation or By-laws of the Bank, any agreement or instrument to which the Bank may be a party, any rule, regulation or order of any banking regulator applicable to the Bank, or any internal policy of the Bank adopted by its Board of Directors; and (vi) this Agreement shall be continuously maintained, from the time of its execution, as an official record of the Bank.
6. The Bank warrants that it is the true and legal owner of all Collateral pledged under this Agreement, that the Collateral is free and clear of all liens and claims, that no other person or entity has any right, title or interest therein, and that the Collateral has not been pledged or assigned for any other purpose. Should an adverse claim be placed on any pledged Collateral, the Bank shall immediately substitute

unencumbered Collateral of equivalent value that is free and clear of all adverse claims.

7. At any time that the Bank is not in default under this Agreement, the Bank may substitute Eligible Collateral, *provided* that (a) the total market value of Eligible Collateral held in the Custody Account shall meet the requirements of this Agreement, and (b) the Public Depositor shall have approved such actual substitution or substitution process and all documentation relating to such substitution before it becomes effective.
8. Any additional pledge of Collateral hereunder, substitution of Collateral, or release of Collateral shall be approved by an officer of the Bank duly authorized by resolution of the Board of Directors to approve such additional pledges, substitutions, or releases of Collateral under this Agreement.
9. The Bank agrees to place the Collateral with a Federal Reserve Bank, a trust department of a commercial bank, or with a trust company (the "*Custodian*") to hold in a custody account (the "*Custody Account*") for the benefit of the Public Depositor. Any such commercial bank or trust company shall be a securities intermediary that in the ordinary course of its business regularly maintains securities accounts for its customers. The Bank shall execute a custodial trust agreement with the Custodian ("*Custodial Trust Agreement*") for the custody of the Eligible Collateral consistent with the terms of this Agreement. The Custodial Trust Agreement shall contain the Custodian's agreement to hold all Collateral in the Custody Account for the benefit of the Public Depositor and subject to the Public Depositor's direction and control and to comply with entitlement orders originated by the Public Depositor without the Bank's further consent. The executed Custodial Trust Agreement is attached hereto as Exhibit B. The execution by the Bank of the Custodial Trust Agreement shall in no way relieve it of any of its duties or obligations hereunder.
10. Upon the initial transfer of Eligible Collateral under this Agreement and monthly thereafter, the Bank shall cause the Custodian to report to the Public Depositor specifying the type and market value of Eligible Collateral being held in the Custody Account for the benefit of the Public Depositor.
11. The Bank shall pledge and transfer to the Custody Account Eligible Collateral having a total market value of at least the total value of the Public Deposits, including accrued interest, of the Public Depositor, less amounts covered by insurance of the FDIC.
12. Eligible Collateral shall include only the following securities and shall have a minimum market value as expressed in the following collateral ratios:

FORM OF ELIGIBLE COLLATERAL PLEDGE	COLLATERAL RATIO* (MARKET VALUE DIVIDED BY DEPOSIT PLUS ACCRUED INTEREST)
A. United States treasury Bills, notes and bonds	
i. Maturing in less than one year.....	102%
ii. Maturing in one to five years.....	105%
iii. Maturing in more than five years.....	110%
B. Actively traded United States government agency securities	
i. Maturing in less than one year.....	103%
ii. Maturing in one to five years .....	107%
iii. Maturing in more than five years .....	115%
C. United States government agency variable rate securities	
D. <b>[State]</b> general obligation bonds	
i. Maturing in less than one year .....	102%
ii. Maturing in one to five years .....	107%
iii. Maturing in more than five years .....	110%

13. The Bank shall recalculate the market value of individual securities comprising Eligible Collateral at least monthly.
14. The Bank has heretofore or will immediately hereafter deliver to the Custodian for immediate deposit into the Custody Account Eligible Collateral of sufficient value to meet the terms of this Agreement. Said Eligible Collateral, or substitute collateral, as herein provided for, shall be retained by the Custodian in the Custody Account so long as the Bank holds deposits of the Public Depositor.

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\* The collateral ratios set forth below are merely suggested ratios and should be modified by the Public Depositor to reflect applicable statutory requirements and their investment policies.

15. In the event the Bank shall (a) fail to pay the Public Depositor any funds which the Public Depositor has on deposit, (b) fail to pay and satisfy when due any check, draft, or voucher lawfully drawn against any deposit of the Public Depositor, (c) fail or suspend active operations, (d) become insolvent, or (e) fail to maintain adequate Collateral as required by this Agreement, the Bank shall be in default, the Public Depositor's deposits in such Bank shall become due and payable immediately, the Public Depositor shall have the right to unilaterally direct the Custodian to liquidate the Collateral held in the Custody Account and pay the proceeds thereof to the Public Depositor and to exercise any and all other security entitlements with respect to the Custody Account and the other Collateral, to withdraw the Collateral, or any part thereof, from the Custody Account and deliver such Collateral to the Public Depositor or to transfer the Collateral or any part thereof into the name of the Public Depositor or into the name of the Public Depositor's nominee, and ownership of the Collateral shall transfer to the Public Depositor. The Bank authorizes the release, withdrawal and delivery of the Collateral to the Public Depositor upon default by the Bank, and authorizes the Custodian to rely without verification on the written statement of the Public Depositor as to the existence of a default and to comply with entitlement orders originated by the Public Depositor without further consent of that Bank.
16. In the event of default as described in Section 15, the Public Depositor shall also have the right to sell Collateral at any public or private sale at its option without advertising such sale, upon not less than three (3) days' notice to the Bank and the Custodian. In the event of such sale, the Public Depositor, after deducting all legal expenses and other costs, including reasonable attorney's fees, from the proceeds of such sale, shall apply the remainder on any one or more of the liabilities of the Bank to the Public Depositor, including accrued interest, and shall return the surplus, if any, to the Bank, or its receiver or conservator.
17. During the term of this Agreement, the Public Depositor will, through appropriate action of its governing board, designate the officer, or officers, who singly or jointly will be authorized to represent and act on behalf of the Public Depositor in any and all matters arising under this Agreement.
18. All parties to this Agreement agree to execute any additional documents that may be reasonably required to effectuate the terms, conditions and intent of this Agreement.
19. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
20. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.
21. This Agreement shall be governed by and construed in accordance with the laws of [state] and the laws of the United States, and it supersedes any and all prior

agreements, arrangements or understandings with respect to the subject matter hereof. In the event that any conflict of law issue(s) should arise in the interpretation of this Agreement, the parties agree that when **[state]** law is not preempted by laws of the United States, **[state]** law shall govern.

- 22. No provision of this Agreement may be waived except by a writing signed by the party to be bound thereby and any waiver of any nature shall not be construed to act as a waiver of subsequent acts.
- 23. In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Agreement, which shall be given effect without the conflicting provision. To this end the provisions of this Agreement are declared to be severable.
- 24. Unless applicable law requires a different method, any notice that must be given under this Agreement shall be given in writing and sent by certified mail, return receipt requested or third party overnight priority mail carrier to the address set forth herein or such other place as may be designated by written notice in the same manner from one party to the other.

**[public depository bank]**

**[public depositor]**

By:

By:

Its:

Its:

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

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

**GFOA Recommended Practice**  
**Mark-to-Market Practices for State and Local Government Investment**  
**Portfolios and Investment Pools (1995, 2000, and 2003)**

**Background.** As the investment portfolios of state and local governments are subjected to increased scrutiny, it is essential that reporting standards be enhanced so that investors, governing bodies, and the public remain informed of the current market value of the portfolio. Regular disclosure of the value of a governmental entity's investments is an important step to furthering taxpayer and market confidence in state and local government investment practices. The Governmental Accounting Standards Board (GASB) has also recognized in GASB Statement 31 the need to report investments at fair value at fiscal year end.

Government officials should be aware of state, local, accounting, and rating agency requirements regarding mark to market practices.

**Recommendation.** The Government Finance Officers Association (GFOA) recommends that state and local government officials responsible for investment portfolio reporting determine the market value of all securities in the portfolio on at least a quarterly basis. These values should be obtained from a reputable and independent source and disclosed to the governing body or other oversight body at least quarterly in a written report. It is recommended that the report include the market value, book value, and unrealized gain or loss of the securities in the portfolio.

Many state and local government officials are allowed to invest in various state and local government investment pools available in their state or region. GFOA recommends that pool administrators, on a daily basis, determine the market value of all securities in the pool and report this information to all pool participants on at least a monthly basis. These values should be obtained from a reputable and independent source. This information should be included in the report to the governing body prepared on at least a quarterly basis.

**References**

- *An Elected Official's Guide to Investing*, M. Corinne Larson, GFOA, 1996.
- *GASB Statement 31 and Implementation Guide*.
- *Investing Public Funds, Second Edition*, Girard Miller with M. Corinne Larson and W. Paul Zorn, GFOA, 1998.

**Recommended for Approval by the Committee on Cash Management, January 23, 2003.**

**Approved by the GFOA's Executive Committee, February 28, 2003.**

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

**TO:** Joseph Breinig, Village Manager  
**FROM:** Stan W. Helgerson, Finance Director  
**DATE:** August 17, 2005  
**RE:** 2005 Tax Levy Determination

The proposed tax levy for the Carol Stream Public Library is \$3,174,626.00. This is an increase of 4.6% over their 2004 levy/extension.

At the Board meeting on Tuesday night (September 6th), a motion will need to be made establishing \$3,174,626.00 as the amount needed to fund the Library for the 2007 fiscal year and to direct staff to publish a notice for a public hearing on the proposed tax levy to be held on October 3, 2005.

The notice will need to be published on September 24th and I have included a copy for your information.

If you have any questions, please give me a call.

cc: Ann Kennedy  
Carol Stream Public Library

**NOTICE OF PROPOSED PROPERTY TAX INCREASE FOR THE VILLAGE OF  
CAROL STREAM, DUPAGE COUNTY, ILLINOIS**

- I. A public hearing to approve a proposed property tax levy increase for the Village of Carol Stream (including the Carol Stream Public Library) for 2005 will be held on October 3, 2005 at 8:00 p.m. at the Carol Stream Village Hall, 500 North Gary Avenue, Carol Stream, Illinois.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Joseph Breinig, Village Manager, 500 North Gary Avenue, Carol Stream, IL 60188, 630/665-7050.

- II. The corporate and special purpose property taxes extended or abated for 2004 were \$3,035,014.11.

The proposed corporate and special purpose taxes to be levied for 2005 are \$3,174,626.00. This represents a 4.6% increase over the previous year.

- III. The property taxes extended for debt service and public building commission leases for 2004 were \$0.00.

The estimated property taxes to be levied for debt service and public building commission leases for 2005 are \$0.00. This represents a 0.00% increase over the previous year.

- IV. The total property taxes extended or abated for 2004 were \$3,035,014.11.

The estimated total property taxes to be levied for 2005 are \$3,174,626.00. This represents a 4.6% increase over the previous year.

Printed by Order of the Corporate Authorities  
of the Village of Carol Stream,  
DuPage County, Illinois

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**TO BE PRINTED ON SATURDAY, SEPTEMBER 24, 2005**

**Printer:** This must be printed on 1/8 of a page with the smallest type used being 12 point. The notice must be enclosed in a black border no less than 1/4 inch wide. The notice must not be placed in that portion of the newspaper where legal notices and classified advertisements appear.



**VILLAGE OF CAROL STREAM  
INTER-DEPARTMENTAL MEMO**

**TO:** Joe Breinig, Village Manager

**FROM:** Caryl Maurer, Employee Relations Director *Om*

**DATE:** August 22, 2005

**RE:** **Additional Language to Resignation Policy**

Pursuant to our recent conversation, attached is the recommended addition to Chapter 3J of the Village's Personnel Manual - "Resignation" which provides for the Village to rescind the direct depositing of any enrolled employee's paycheck upon notice of employment termination. As you will recall, the purpose of this change is to ensure that all uniforms and equipment provided by the Village are returned prior to receipt of a last paycheck.

Please contact me at ext. 6241 with any questions of concerns.

**3J. RESIGNATION:**

An employee may resign by filing his reasons with his immediate supervisor at least ten working days prior to his final workday. At least 15 working days notice (thirty days preferred) should be given prior to a final workday for Executive personnel.

A copy of the letter of resignation or a memo to that effect from the department head must be forwarded to the Employee Relations Director.

A resigning employee will be scheduled for an exit interview and must return the Village ID card, any keys issued as well as any other Village property that they had been issued or had acquired prior to receipt of their final paycheck.

**Upon notice of termination, all employees receiving pay through the direct deposit system will immediately be converted to a regular paycheck.**

An employee who has resigned from Village service and is subsequently re-employed will not be credited with prior service for the purpose of computing the accrual of vacation time, sick time or seniority.

# AGENDA ITEM

*Village of Carol Stream* G-4 9-6-05  
Interdepartmental Memo

TO: Joseph Breinig, Village Manager  
FROM: William N. Cleveland, Assistant Village Engineer *WB*  
DATE: September 1, 2005  
RE: 2005 Asphalt Rejuvenator Project – Request to Waive Bids  
and Award Contract

Engineering staff has been in the process of addressing concerns regarding cure time and messy conditions related to asphalt rejuvenation products. We feel that a new product tested this year in the Town Center and Concord Point Subdivision may have addressed these concerns.

The product is called "GSB-88" and combines an asphalt sealer with rejuvenator properties. This has the added benefit of waterproofing the asphalt and preventing photo degradation.

This product is proprietary at this time, so only one contractor would be able to bid on the project. Staff obtained a price quote based on the square yardage of streets to be treated and received the following prices:

100,000 sy, \$ .50/sy  
200,000 sy, \$ .45/sy  
300,000 sy, \$ .40/sy

This compares favorably to last year's project where bids ranged from \$ .34 to \$ .43 per square yard. Our project is anticipated to be around 375,000 square yards this year, so the project cost would be about \$150,000.00. The budget amount for the 2005 Asphalt Rejuvenator Project is \$194,000.00

Staff therefore recommends that the bid process be waived and the 2005 Asphalt Rejuvenator Project be awarded to Midwest Tar Sealer Company at the unit prices quoted. Midwest Tar is experienced with this application, having performed the 2003 and 2004 projects for the Village.

Cc: James T. Knudsen, Director of Engineering Services  
Al Turner, Director of Public Works  
Stan Helgerson, Finance Director

# AGENDA ITEM

G-5 9-6-05

## Village of Carol Stream

### Interdepartmental Memo

**DATE:** September 1, 2005

**TO:** Joseph E Breinig, Village Manager

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

**RE:** Proposal to Renew the Residential Solid Waste Franchise w/ Flood Bros.

At the August 1<sup>st</sup> workshop, the Village Board directed staff to work with Flood Brothers Disposal Co. to submit a proposal for residential solid waste collection services from January 1, 2006 through December 31, 2010. As was discussed and subsequently approved at the workshop by the Village Board, the 5-year proposal would include recycling toter service to begin January 1, 2006 with the cost of the 65-gallon recycling containers to be financed during all 60 months of the franchise through the rate charged the customers (see attached finance schedule).

Attached are 2 separate and distinct proposals for flat rate residential solid waste collection service to include 65-gallon recycling toter service. The first proposal (option 'A') includes no change to the current service area defined in the franchise agreement as all single-family homes as well as condominium developments no part of which was occupied prior to January 1, 1982 which comprises 25% (1224) of the multi-family dwelling units in the Village. The monthly rate for option 'A' is \$16.27 per month for collection year 2006 which is a .75¢ increase (+4.6%) from the 2005 monthly charge of \$15.52. Under option 'A' other services provided by Flood Brothers Disposal Co. to include yard waste collection, bulk-item pick up and special collection will increase 3% from the actual 2005 rate. The yearly rate increase from 2005 to 2005 will be at a higher percentage than the modest increase proposed for the 2007 collection year (+3%) and the succeeding 3 years of the proposed franchise renewal.

A second proposal (option 'B') being submitted by Flood Brothers Disposal Co. includes a redefined service area to include all single-family dwellings as well as all condominiums and apartment units regardless of their occupancy date which would total 4883 units (+3,569 units/+75%). As you know, we have discussed this option with Flood Brothers officials and informed them that this is strictly a policy decision to be considered by the Village Board. The monthly rate for option 'B' is \$15.87 per month for collection year 2006 which is a .35¢ increase (+2.2%) from the 2005 monthly charge of \$15.52. Under option 'B' other services provided by Flood Brothers Disposal Co. to include yard waste collection, bulk-item pick up and special collection will increase 3% from the actual 2005 rate charge.

One issue that looms large for Flood Brothers and the solid waste collection industry as a whole is a projected significant increase in fuel prices in the aftermath of hurricane Katrina and the resulting damage it caused the gulf refineries. The current franchise specifications for flat rate collection services includes a provision for calculating rates in the out years of a contract for increases in the major costs of services to

include labor rates, fuel charges, insurance and disposal (landfill/tipping fees). The wording of the provision is as follows:

***“Within the 5-year franchise extension agreement, adjustments to the combined general refuse/recycling and 90-gallon refuse toter rate will be made in years 3, 4, and 5.”***

While the impact of the hurricane remains to be seen, initial projections are that fuel cost will rise to between \$3.50 - \$4.00 a gallon which would most certainly impact collection rates with a franchise year (fuel surcharge on Flood invoice). The attached rate proposal does not factor in this impact of the hurricane disaster.

If chosen by the Village Board, option ‘B’, which is .40¢/month (-2.5%) cheaper than option ‘A’, would need to be handled carefully as the 3,659 units currently excluded from the franchise service area are all under contract by a hauler of record chosen by the condo, town home board or apartment property manager. It is customary when making changes to a solid waste collection service area, to allow the current year of the contract to expire at the close of the year. Also, property management companies oversee a portfolio of complexes, and in doing so are able to negotiate a preferred contract price for their properties which may be more affordable than the established monthly rate for single-family dwellings and the cubic yard rate for multi-family units.

A summary of the annual costs to a single-family customer for both options is detailed below:

<u>Year</u>	<u>Weekly Cost</u>	<u>Monthly Rate</u>	<u>4-Month Invoice</u>	<u>Annual Cost</u>
(2005) Current Yr.	\$ 3.60	\$ 15.52	\$ 62.08	\$ 186.24
(2006) Option A	\$ 3.78	\$ 16.27	\$ 65.08	\$ 195.24
(2006) Option B	\$ 3.69	\$ 15.7	\$ 63.48	\$ 190.44

Please include this matter on the September 6<sup>th</sup> regular agenda for the Village Board’s consideration. The proposal to be considered by the Village Board at their September 6<sup>th</sup> meeting has several elements that the Board must decide on. The elements include the selection of the hauler, the length of the franchise renewal, the improvements to the collection service, the proposed 5-year rate schedule (Yr. 1-2 Fixed / Yrs. 3-5 CPI-U) the yearly amount of the 5 year subsidy for financing the purchase of approximately 9,500 65-gallon recycling toters. Also, I have asked both Bob and Bill Flood to be present at the meeting to discuss any details of the two proposals to be considered that the Mayor and Village Board might have. Should you have any questions regarding this matter, contact me at your earliest convenience.

attachments (3)

## Summary of Multi-Family Development - 1963-2005

DEVELOPMENT	EXCLUDED from FRANCHISE	YEAR ACCEPTED	# of UNITS
Belmont Village		2002	156
Carol Stream Apartments	X	1970	144
Carolwood	X	1977	144
Carolshire Condos	X	1977	216
Chateau Village	X	1972	210
Colony Park	X	1971	284
Covered Bridges	X	1973	362
Forest Glen		2003	60
French Quarters	X	1968	240
Greenway	X	1973	324
Klein Creek Condos	X	1978	198
Lakehaven Apartments		1984	504
Legends		1993	196
President Street Condos		1986	48
St. Charles Square	X	1968	352
TEAM Apartments	X	1965	84
Timber Ridge Condos	X	1972	144
Villagebrook	X	1970	189
Village Park	X	1971	285
Wellington Place	X	1978	102
Westhaven	X	1972	88
Windsor Park Dementia Homes		2003	32
Windsor Park Manor		1985	228
Yorktree	X	1970	<u>293</u>
		<b>TOTAL</b>	<b>4883</b>



**Flood Brothers\***

DISPOSAL / RECYCLING SERVICES

17 W. 697 BUTTERFIELD RD., SUITE E OAKBROOK TERRACE, IL 60181  
630.261.0400 773.626.5800 FAX: 630.261.0575

September 1, 2005,

Mr. Chris Oakley, Assistant Village Manager  
Village of Carol Stream  
500 N. Gary Ave.  
Carol Stream, Illinois 60188

Re: Flat Rate Sheet Collection Services  
2006 – 2007

Dear Chris,

Enclosed is an updated Flat Rate Sheet for Refuse, Recycling and Yard Waste Collection for the years 2006 & 2007 per our discussion today. We wish to present 2 Options to the Carol Stream Village Board.

The first option is for the Collection of Refuse with the new 65 gallon recycling toter to be delivered to each homeowner as requested by the Village of Carol Stream beginning January 1<sup>st</sup>, 2006.

The second option is for the Collection of Refuse with the new 65 gallon recycling toter to be delivered to each homeowner as requested by the Village of Carol Stream beginning January 1<sup>st</sup>, 2006 and would be Inclusive and allowing for Flood Bros Disposal Co. to collect weekly all refuse and recycling from all the Multi Family Units within the Village of Carol Stream boundaries. This option further lessens the cost to the homeowner.

We wish to further thank the Village of Carol Stream and all of the Village Board Members for allowing us another opportunity to remain as the Refuse Collection Provider and wish them well in the decision making process.

Respectfully submitted,

William K. Flood Jr.  
Flood Bros Disposal Co.

*“Our Endeavors For The Glory of God”*

♻️ Recycled

*Family Owned & Operated*

**Option #1**  
**General Price Quotation Sheet**  
**Flat Rate Collection Services**

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

	<b>Contract Year</b>				
	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
<b>Refuse Costs Per Household Per Month</b>			<b>To Be Determined</b>		
Collection, Administration & Profit:	\$ 10.83	\$ 10.99			
Disposal/Tipping Costs:	\$ 5.44	\$ 5.60			
<b>Total Refuse Collection</b>	<u>\$ 16.27</u>	<u>\$ 16.59</u>			
(Includes 65 gallon recycling toter collection).					
<b>Yard Waste Disposal Stickers</b>					
Collection, Administration & Profit:	\$ 1.12	\$ 1.15			
Disposal/Composting Costs:	\$ .58	\$ 0.60			
<b>Total Cost of Yard Waste Stickers:</b>	<u>\$ 1.70</u>	<u>\$ 1.75</u>			
<b>Fall Leaf Stickers</b>	\$ .72	\$ .74			
<b>Bulk Items Exceeding 50 pounds:</b>	\$ 1.68	\$ 1.73			
<b>Special Collections:</b>					
Minimum Cubic Yards:	2	2			
Collection Charge:	\$ 15.70	\$ 16.16			
<b>Total Charge Per Cubic Yard:</b>	<u>\$ 7.85</u>	<u>\$ 8.08</u>			
<b>White Goods:</b>					
Containing Hazardous Components:	No Charge	No Charge			
Containing Non-Hazardous Components:	No Charge	No Charge			
<b>90 Gallon Refuse Toter Option</b>					
Monthly Toter Rental Fee:	\$ 1.92	\$ 1.96			
Collection, Administration & Profit:	\$ 10.83	\$ 10.99			
Disposal/Tipping Costs:	\$ 6.15	\$ 6.33			
<b>Total Monthly Cost:</b>	<u>\$ 18.90</u>	<u>\$ 19.28</u>			
<b>90 Gallon Yard Waste Toter Option</b>					
Monthly Total Rental Fee:	\$ 1.92	\$ 1.96			
Collection, Administration & Profit:	\$ 5.44	\$ 5.50			
Disposal/Composting Costs:	\$ 11.54	\$ 11.82			
<b>Total Monthly Cost: *</b>	<u>\$ 18.90</u>	<u>\$ 19.28</u>			

\*Note: The total cost for yard waste collection, administration and profit plus the disposal/composting cost shall not exceed the cost of three (3) refuse disposal stickers per toter.



**Option #2**  
**Inclusive For The Collection of All Multi-Family Units Within the Village of Carol Stream**  
**General Price Quotation Sheet**  
**Flat Rate Collection Services**

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

	<b>Contract Year</b>				
	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
<b>Refuse Costs Per Household Per Month</b>			<b>To Be Determined</b>		
Collection, Administration & Profit:	\$ 10.43	\$ 10.74			
Disposal/Tipping Costs:	\$ 5.44	\$ 5.60			
<b>Total Refuse Collection</b>	<u>\$ 15.87</u>	<u>\$ 16.34</u>			
(Includes 65 gallon recycling toter collection).					
<b>Yard Waste Disposal Stickers</b>					
Collection, Administration & Profit:	\$ 1.12	\$ 1.15			
Disposal/Composting Costs:	\$ .58	\$ 0.60			
<b>Total Cost of Yard Waste Stickers:</b>	<u>\$ 1.70</u>	<u>\$ 1.75</u>			
<b>Fall Leaf Stickers</b>	\$ .72	\$ .74			
<b>Bulk Items Exceeding 50 pounds:</b>	\$ 1.68	\$ 1.73			
<b>Special Collections:</b>					
Minimum Cubic Yards:	2	2			
Collection Charge:	\$ 15.70	\$ 16.16			
<b>Total Charge Per Cubic Yard:</b>	<u>\$ 7.85</u>	<u>\$ 8.08</u>			
<b>White Goods:</b>					
Containing Hazardous Components:	No Charge	No Charge			
Containing Non-Hazardous Components:	No Charge	No Charge			
<b>90 Gallon Refuse Toter Option</b>					
Monthly Toter Rental Fee:	\$ 1.92	\$ 1.96			
Collection, Administration & Profit:	\$ 10.43	\$ 10.74			
Disposal/Tipping Costs:	\$ 6.15	\$ 6.33			
<b>Total Monthly Cost:</b>	<u>\$ 18.50</u>	<u>\$ 19.03</u>			
<b>90 Gallon Yard Waste Toter Option</b>					
Monthly Total Rental Fee:	\$ 1.92	\$ 1.96			
Collection, Administration & Profit:	\$ 5.04	\$ 5.19			
Disposal/Composting Costs:	\$ 11.54	\$ 11.88			
<b>Total Monthly Cost: *</b>	<u>\$ 18.50</u>	<u>\$ 19.03</u>			

\*Note: The total cost for yard waste collection, administration and profit plus the disposal/composting cost shall not exceed the cost of three (3) refuse disposal stickers per toter.

## 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>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
			<b>To Be Determined</b>		
Monthly Refuse Costs (per cubic yard) Collection, Administration & Profit	<u>\$ 5.03</u>	<u>\$ 5.18</u>			
Disposal/Tipping Cost	<u>\$ 2.59</u>	<u>\$ 2.67</u>			
Monthly Recycling Costs (per cubic yard)	<u>INC.</u>	<u>INC.</u>			
Total Cost for Refuse/Recycling Collection per cubic yard	<u>\$ 7.62</u>	<u>\$ 7.85</u>	↓	↓	↓

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

# 65-GAL. Toter Debt Schedule 2006 - 2010

FLOOD BROTHERS DISPOSAL CO.  
CAROL STREAM Toter PROGRAM  
FIVE YEAR CASH FLOW (CONSTANT DOLLARS)  
OTTO 68 GALLON CONTAINER  
MAY 23 2005

		2006 YEAR 1	2007 YEAR 2	2008 YEAR 3	2009 YEAR 4	2010 YEAR 5	TOTAL
CONTAINER COST	\$361,000.00						
HOT STAMP DIE	\$150.00						
6.25% USE TAX	\$22,571.88						
FREIGHT (17 TRUCK LOADS)	\$17,850.00						
<b>TOTAL CONTAINER COST</b>	<b>\$401,571.88</b>						
# OF REVENUE TOTERS	8,788						
MONTHLY Toter CHARGE	\$0.92						
REVENUE		\$97,019.52	\$97,019.52	\$97,019.52	\$97,019.52	\$97,019.52	\$485,097.60
LESS:							
CONTAINER DEPRECIATION	9,500	\$80,314.38	\$80,314.38	\$80,314.38	\$80,314.38	\$80,314.38	\$401,571.88
INTEREST 7.5 % FIVE YRS		\$27,785.68	\$22,446.53	\$16,692.91	\$10,492.62	\$3,811.18	\$81,228.92
PRE-TAX INCOME		(\$11,080.54)	(\$5,741.39)	\$12.24	\$6,212.53	\$12,893.97	\$2,296.81
MARGINAL INCOME TAX 41.5%		(\$4,598.42)	(\$2,382.67)	\$5.08	\$2,578.20	\$5,351.00	\$953.17
AFTER TAX INCOME		(\$6,482.11)	(\$3,358.71)	\$7.16	\$3,634.33	\$7,542.97	\$1,343.63
ADD BACK DEPRECIATION		\$80,314.38	\$80,314.38	\$80,314.38	\$80,314.38	\$80,314.38	\$401,571.88
LOAN REPAYMENT 5 YEARS		\$68,774.48	\$74,113.63	\$79,867.25	\$86,067.54	\$92,748.98	\$401,571.88
<b>NET CASH FLOW</b>		<b>\$5,057.78</b>	<b>\$2,842.03</b>	<b>\$454.28</b>	<b>(\$2,118.84)</b>	<b>(\$4,891.64)</b>	<b>\$1,343.63</b>

# AGENDA ITEM

H-1 9-6-05

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

## **A RESOLUTION AUTHORIZING A NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN THE VILLAGE OF CAROL STREAM AND T-MOBILE**

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to enter into an Agreement with T-Mobile in the form of an Agreement attached hereto as Exhibit "A", and by this reference incorporated herein.

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

SECTION 1: That the Mayor and Village Clerk of the Village of Carol Stream be and the same are hereby authorized to execute the agreement, in the appropriate form, attached hereto as Exhibit "A" and as approved by the Village Attorney.

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

PASSED AND APPROVED THIS 6<sup>TH</sup> DAY OF SEPTEMBER 2005.

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
Ross Ferraro, Mayor

ATTEST:

\_\_\_\_\_  
Janice Koester, Village Clerk

## **NON-EXCLUSIVE LICENSE AGREEMENT**

This Agreement ("Agreement") is made as of the \_\_\_ day of \_\_\_\_\_, 2005, by and between the VILLAGE OF CAROL STREAM, an Illinois home rule municipal corporation ("Licensor") and VoiceStream GSM I Operating Company, LLC., a Delaware limited liability company ("Licensee").

### **RECITALS**

WHEREAS, Licensor owns a water tower located in the Village of Carol Stream, County of DuPage, State of Illinois, in the area described in Exhibit "A", which is incorporated into this Agreement by this reference, commonly known as the Fullerton Avenue Water Tower (the "Tower");

WHEREAS, Licensee desires to lease a portion of the Tower for the purpose of the construction, operation and maintenance of radio communications facilities around the base of the Tower, and to install and operate certain transmit and receive antennas attached to certain portions of the exterior of the Tower;

NOW, THEREFORE, in consideration of the terms, conditions and rent hereinafter set forth and other good and valuable consideration, the adequacy of which is hereby acknowledged, Licensor and Licensee agree as follows:

1. Licensor hereby grants a license to Licensee to utilize an area of up to approximately five hundred (500) square feet around the base of the Tower, as shown in the Site Description in Exhibit "B" which is attached hereto and incorporated herein by this reference, and space on the Tower, as shown in the Site Description in Exhibit "C" which is attached hereto and incorporated herein by this reference, for the purpose of installing up to twelve antennas and, maintaining, operating and replacing its radio communications facilities (hereinafter the "Facilities"). Such area and space, collectively, are hereinafter referred to as the "Licensed Premises." As used herein, "Facilities" include utility lines, electronic equipment up to radio transmitting and receiving antennas and support structures thereto.

2. a. Provided Licensee is not in default under this Agreement beyond any period allowed hereby for cure, Licensee shall have the non-exclusive right, during the Term to conduct tests and to install, maintain, operate, replace or remove any of its Facilities in or upon the Licensed Premises (as defined in paragraph 1 above) all of which shall belong to and be removable by Licensee in accordance with paragraph 9 of this Agreement. Licensor agrees that Licensee shall have access to the Licensed Premises, exclusive of space inside tower, 24 hours a day, seven days a week as may be reasonably necessary to conduct tests and to install, maintain, operate, replace or remove the Facilities subject to any conditions contained in this Agreement. Licensee shall ensure that only duly authorized personnel of the Licensee are allowed access to Licensed Premises to ensure proper security of Licensed Premises and shall provide to Licensor a complete and current list of the names,

telephone numbers, addresses and photocopies of driver's licenses of all individuals authorized by Licensee to access Licensee's equipment on the Licensed Premises.

b. Licensee shall provide at its expense an evaluation of the effect of the construction and operation of facilities on the structural integrity of the Tower. Such evaluation shall be conducted by an individual or company properly licensed and accredited to perform said evaluation acceptable to Licensor. If in Licensor's judgment the evaluation shall find that there would be a deleterious effect, then this Agreement shall terminate. In addition, Licensee shall supply in writing frequency information for each of its antennas, the Effective Radiated Power (ERP) for each antenna, and the area around each antenna which is considered unsafe for personnel to be near.

A site plan, site survey, elevations and/or other documents related to the construction of the development are hereby attached as Exhibit "B". Construction shall be in substantial conformance with said attached documents. In addition, Licensee agrees that any coaxial cables used on the exterior of the Tower, in conjunction with the installation of the Facilities, shall be painted to match the color of the Tower.

c. Prior to commencing construction, Licensee shall submit to Licensor a complete set of Licensee's plans for construction on the site and pay such reasonable fees and costs associated with reviewing said plans as required by Licensor. Licensor shall review such plans promptly and, if the plans comply with all applicable federal, state and local codes, rules and regulations, including the National Electric Safety Code, National Electric Code of the National Board of Fire Underwriters, and B.O.C.A., and Licensor Building Official determines that said proposed Facilities will not endanger any person or property or affect the structural integrity of the Tower, then Licensor shall promptly issue a building permit. Prior to the receipt of such building permit and payment of all required fees, Licensee will not begin construction on the Licensed Premises.

d. (1) Notwithstanding any other provision of this Agreement, Licensee shall not make any alterations, additions, installations, substitutes or improvements (hereinafter collectively called "alterations"), which Licensor has not approved pursuant to paragraph 2b above, in and to the Licensed Premises without first obtaining Licensor's written consent. Licensor shall not unreasonably withhold or delay its consent; provided, however, that Licensor shall have no obligation to consent to alterations that in Licensor's opinion fail to comply with the requirements of paragraph 2b above. Licensee shall pay Licensor's reasonable costs for reviewing or inspecting any proposed alterations.

(2) All work shall be done at reasonable times in compliance with hours allowed for construction under Licensor Building Code in a "first class" workmanlike manner, by contractors that are in compliance with the Licensor Building Code, according to plans and specifications previously approved by Licensor, which consent shall not be unreasonably withheld or delayed. All work shall be done in compliance with all applicable laws, regulations and rules of any government agency with jurisdiction, and with all regulations of the board of Fire Underwriters, Factory Mutual Engineering, or any other similar insurance body or bodies. Licensee shall be solely responsible for the

effect of any alterations performed by Licensee of the Tower's structure or systems, notwithstanding that Licensor has consented to the work, and shall reimburse Licensor on demand for actual costs incurred by Licensor by reason of any faulty work or damage to the Tower caused by Licensee or its contractors. Upon completion of any alterations, Licensee shall provide Licensor with a complete set of "as built" plans.

(3) Licensee shall keep the Licensed Premises and Licensee's interest herein free of any liens or claims of liens, and shall discharge any such liens within ten days of their filing. Before commencement of any work, Licensee's contractor shall provide any payment, performance and lien indemnity bond required by Licensor. To the fullest extent permitted by law, Licensee shall indemnify, defend and hold Licensor harmless from and against any and all liens or claims for liens for material or labor by reason of any work done and/or material furnished by or to Licensee in connection with any construction, installation, maintenance, repair or other work undertaken at any time by Licensee in or upon the Licensed Premises.

(4) Licensee shall not conduct tests, install, maintain, operate, replace or remove any Facilities so as to disrupt, disturb or otherwise interfere with the activities of Licensor without first obtaining the prior permission of Licensor, except in time of emergency.

3. a. The Term (the "Term") of this Agreement shall be ten (10) years, and shall commence (the "Commencement Date") upon issuance of a building permit and any and all other necessary permits and payments required to commence construction, provided that Licensee is not then in default under this Agreement beyond any period allowed hereby for cure. Thereafter, if Licensee is not in default and if this Agreement has not been terminated, Licensee may renew this Agreement for up to three (3) additional terms of five (5) years each (the "Extended Terms") as described in paragraph 3.d. herein. This Agreement shall automatically renew for each successive Extended Term unless Licensee notifies Licensor, in writing, of Licensee's intention not to renew this Agreement, at least ninety (90) days prior to the expiration of the then current term. During the initial and Extended Terms of this Agreement, either party may terminate the Agreement only in accordance with the provisions of paragraph 15, paragraph 27 or paragraph 28. The word "Term" as used herein shall be deemed to include the Extended Terms when the Extended Terms commence unless sooner terminated under the terms hereof.

b. (1) On the Commencement Date and on the first day of each month thereafter during the Initial Term, Licensee shall pay Licensor rent in equal monthly installments of One Thousand, Nine Hundred Seventy-Five Dollars (\$1,975.00) ("Rent"). A license fee for any fractional month at the beginning or at the end of the Term or Extended Term shall be prorated. The license fee shall be payable to Licensor at 500 N. Gary Avenue, Carol Stream, IL 60188; Attention: Village Treasurer.

(2) As additional consideration, Licensee, on the Commencement Date shall pay to Licensor a one time maintenance payment of Twenty Six Thousand 00/100 Dollars (\$26,000.00) The Term shall not commence without the payment of the first month's Rent and one-time maintenance payment.

c. On each annual anniversary of the Commencement Date, Lessee shall pay the then current monthly Rent, increased by a percentage equal to four percent (4%).

d. Intentionally Omitted.

4. Licensor shall grant to Licensee any rights of use as may be required in order for Licensee to obtain the electrical and telephone utility services required for the operation, maintenance, replacement or installation of the Facilities at Licensee's sole cost and expenses. Licensee shall pay the entire cost of any utility service utilized by Licensee unless otherwise agreed to in writing.

5. Licensee shall pay Licensor the additional cost of painting the Tower, due to the installation and location of Licensee's equipment, not to exceed the actual pro-rated cost amongst all Licensees, incurred by Licensor to remove, relocate or work around Licensee's equipment. Licensee will be required to eliminate ERP for each antenna during the painting operation or when work is being done in close proximity to the antenna. This may entail deactivation of the existing antennae mounted on the water tower and erection of temporary mobile antennae on the water tower site at Licensee's expense.

6. It is understood and agreed that Licensee's ability to use the Licensed Premises and the effectiveness of this Agreement is contingent upon Licensee's obtaining before the Commencement Date any and all certificates, permits and other approvals that may be required by any federal, state or local governmental authorities and all electric and telephone utility connections to Licensee's Facilities that may be required for operation of the Facilities (collectively, the "Approvals"). If Licensee is unable to obtain all of such Approvals by the Commencement Date, upon written request by Licensee, Licensor shall extend the Commencement Date for such period of time as may be required for Licensee to obtain the Approvals. However, the Commencement Date shall not be extended beyond September 30, 2005. In the event Licensee is unable to obtain said Approvals by September 30, 2005, this Agreement shall be rendered null and void with no further duty or obligation upon either party by virtue hereof.

7. Licensor represents to Licensee that Licensor has the authority to grant the license and rights being provided to Licensee under this Agreement. Licensor acknowledges that Licensee is relying upon the foregoing representation in entering into this Agreement and in expending monies in connection therewith. Notwithstanding the foregoing, in the event the use of the Licensed Premises is prevented by law, ordinance, government regulation, injunction or court order. Licensee's sole and exclusive remedy shall be limited to the termination of this Agreement, and in such event, Licensor shall not be liable for any damages incurred by Licensee as a result of the termination of this Agreement as to the Licensed Premises. Licensee represents to Licensor that it has the full right to enter into and perform this Agreement and to install, operate and maintain the Facilities and that the operation and maintenance of the Facilities shall not infringe on the legal rights of any other licensed telecommunications providers.



8. To the fullest extent permitted by law, Licensee, at its expense, shall defend, indemnify and hold harmless Licensor and its officials, officers, agents, employees, invitees, licensees, lessees, and contractors (with counsel reasonably satisfactory to Licensor) from and against any cost, claim, action, liability or damage of any kind arising from (i) Licensee's use and occupancy of the Licensed Premises or any activity done or permitted by Licensee in, on or about the Licensed Premises or any activity done or permitted by Licensee of its obligations under this Agreement; (ii) any negligent, tortuous or illegal act or omission of Licensee, its agents, employees, invitees, licensees or contractors except where caused by the intentional acts of Licensor, its employees, agents or contractors. Licensor shall not be liable to Licensee or any other person or entity for any damages arising from any act or omission of any other licensee of lessee.

9. Within thirty (30) days after the expiration or termination of this Agreement, Licensee shall remove all of its Facilities from the Licensed Premises and restore the Licensed Premises to, and yield up the Licensed Premises in at least as good condition as existed prior to the Commencement Date, ordinary wear and tear excepted.

10. Except to the extent of Licensor's obligation pursuant to this Agreement, Licensee shall keep the Licensed Premises in good condition and repair in accordance with and shall otherwise comply in all respects with applicable state, federal and municipal laws.

11. In the event the site or a portion of the site on which the Licensed Premises is located is sold or otherwise conveyed by Licensor, or in the event Licensor determines that the Licensed Premises should be used by Licensor for purposes inconsistent with the continued use of the Licensed Premises as the location for the installation, operation, maintenance and repair of the Facilities, Licensor may require Licensee to relocate the Facilities at Licensor's cost, to another location designated by Licensor, provided that Licensee shall not be required to relocate the Facilities to such alternate site unless such alternate site is acceptable to Licensee. If Licensor and Licensee cannot agree on an alternative site, the Licensee shall have the right to terminate this Agreement. Licensor shall give Licensee not less than one hundred eighty (180) days written notice before Licensee will be required to relocate the Facilities pursuant to this paragraph. Licensor agrees not to require Licensee to relocate the Facilities to an alternative site pursuant to this paragraph until at least five (5) years after the Commencement Date.

12. Licensee shall maintain such insurance on the Facilities covering the loss or damage to the Facilities as it may deem reasonable and necessary. Licensor shall have no liability for damage, loss or destruction to the Facilities, unless such damage, loss or destruction is due to an intentional or willful or reckless act of Licensor.

13. Assignment and Subletting. Licensee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Licensed Premises without the prior written consent of Licensor provided however that Licensee may assign its interest to its parent company, any subsidiaries or affiliates or to any successor in interest or entity acquiring fifty one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Agreement as set forth in paragraph 14 below. s.. Licensor may

assign this Agreement upon written notice to Licensee, subject to the assignee assuming all of Licensor's obligations herein, including but not limited to, those set forth in paragraph 14 below. Licensee may sublet or license all or any portion of the Licensed Premises to one or more entities for telecommunications uses only, without Licensor's consent. Notwithstanding anything to the contrary contained in this Agreement, Licensee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Licensee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

14. a. Licensor waives any lien rights it may have concerning the Licensee's Facilities which are deemed Licensee's personal property and not fixtures, and Licensee has the right to remove the same at any time without Licensor's consent.

b. Licensor acknowledges that Licensee may have entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Licensee Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Licensor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

15. a. If (1) Licensee shall be in default of the payment of the rent, and such default shall continue for ten (10) days after written notice thereof is given to Licensee; or (2) Licensee shall default in the performance of any other of Licensee's material obligations contained in this Agreement and such default shall continue for thirty (30) days after written notice thereof is given to Licensee, then, in addition to any other remedies which may be available to Licensor at law or in equity, after five (5) days written notice to Licensee, Licensor may, if Licensor elects, but not otherwise, terminate this Agreement, and Licensee's rights under the license granted to Licensee pursuant to this Agreement.

b. In the event that Licensor shall be in default of the performance of any of its material obligations under this Agreement or takes any action in violation of the terms and conditions of this Agreement which impairs Licensee's exercise of its rights under this Agreement or Licensee's use of the Licensed Premises in accordance with this Agreement, and such default or action shall continue in effect for thirty (30) days after written notice thereof is received by Licensor, then in addition to any other remedies at law or inequity which may be available to Licensee, Licensee may, upon thirty (30) days prior written notice to Licensor, if it so elects, terminate this Agreement.

c. A party may terminate this Agreement by giving written notice to the other party (1) if bankruptcy, composition, reorganization, insolvency or liquidation proceedings are

instituted by or against the other party and such proceedings are not dismissed within sixty (60) days after the date they were instituted, (2) if the other party makes an assignment for the benefit of creditors, or (3) if a trustee, receiver or similar officer of any court is appointed for the other party, whether with or without the consent of the other party.

16. Licensee shall conduct its operations at the Licensed Premises and control its agents, employees, contractors and invitees in such a manner so as not to create any nuisance or interfere with, annoy or disturb any use of the Licensed Premises or other property owned adjacent to the Tower by Licensor or any other permitted user, occupant or invitee of Licensor at the Tower. Licensee shall comply with any and all applicable rules, regulations and ordinances of Licensor pertaining to the Licensed Premises as adopted from time to time.

17. Licensee shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Licensed Premises by Licensee, except that Licensee shall be permitted to use batteries for emergency power for Licensee's Facilities. If the presence of Hazardous Substances brought upon, kept, stored or used in or about the Licensed Premises by Licensee, its officers, employees, agents, or independent contractors, in violation of this paragraph and/or said batteries used for emergency power, result in contamination of the Licensed Premises, or other property owned, leased or controlled by Licensor, Licensee shall pay for all actual costs of clean up and shall indemnify, hold harmless and at Licensor's option, defend Licensor, and its employees, affiliates, agents, volunteers, officers, and officials from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean up, remediation, removal or restoration work required by any federal, state, or local governmental authority because of the presence of any such Hazardous Substances on or about the Licensed Premises or other property owned, leased or controlled by Licensor, due to Licensee's fault or the fault of any of Licensee's officers, employees, agents, or independent contractors; provided, however, that this indemnification shall not apply to the extent Licensor, its agents, contractors or employees cause any such environmental occurrence.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances", "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances", "materials", or "wastes" under any Federal law or the law of the state in which the Premises are located; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Licensee's activities or the activities of any of Licensee's officers, employees, agents, or independent contractors violate or create a risk of violation of any Environmental Laws, Licensee shall cease such activities immediately upon notice from Licensor. Licensee shall immediately notify Licensor both by telephone

and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

Licensee represents, to the best of its knowledge, to Licensor that Licensee's use of the Licensed Premises does not require Licensee to obtain any permits or licenses from any governmental body responsible for monitoring or otherwise overseeing compliance with Environmental Laws. Licensee further covenants to Licensor that if any such permits or licenses for Licensee's Permitted Uses are required in the future, Licensee shall notify Licensor immediately, obtain such permit or license within such time limits allowed by law, and provide Licensor with copies of the same within five (5) days of receipt of issuance.

18. Licensee shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with Licensee's operation and use of the Licensed Premises. The cost of such insurance shall be borne by Licensee, and shall be in the following coverage and amounts:

a. Commercial General Liability Coverage covering Comprehensive General Liability and Insurance Services covering Broad Form Comprehensive General Liability, or the most recent revision thereof, covering Licensee and insuring Licensor and its officers, officials, employees, volunteers and agents, as additional insured's as respects liability arising out of the Licensed Premises and the Facilities, and/or arising out of activities performed by or on behalf of Licensee. The said insurance coverage shall contain no special limitations (except for certain deductibles and self-insured retention amounts declared to and approved by Licensor) on the scope of coverage afforded Licensor, its officers, officials, employees, volunteers and agents. Said insurance coverage shall be primary as respects Licensor, its officers, officials, employees, volunteers and agents and shall state that it shall apply separately to each insured against whom claim is made or suit is brought (except with respect to the insurer's liability). Any insurance maintained by Licensor, its officers, officials, employees, volunteers and agents shall be in excess of Licensee's insurance and shall not contribute with it. Licensee shall maintain limits of not less than Three Million and 00/100 Dollars (\$3,000,000.00) combined single limit for any one occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate is used, either the general aggregate limit shall apply separately to this location using endorsement CG 25 03 11 85 or the general aggregate limit shall be no less than Five Million and 00/100 Dollars (\$5,000,000.00) or Licensee shall furnish a Certificate of the Owner's and Contractor's Protective Policy Liability policy ("OCP") meeting the terms and conditions herein, including, without limitation, regarding coverage, minimum amounts and types of coverage, acceptability of insurance, additional insured's, cancellation and modification. All insurance shall be from any insurance company or companies licensed to do business in Illinois with a policy holder's rating of at least an "A" and a financial rating of at least "IX" in the latest edition of the Best Insurance Guide. Licensee may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Licensee may maintain.

b. **Worker's Compensation and Employers' Liability:** Workers compensation limits as required by statute, and Employers' Liability limits of One Million and 00/100 Dollars (\$1,000,000.00) per accident and One Million and 00/100 Dollars (\$1,000,000.00) per disease.

c. Licensee shall, prior to the Commencement Date and prior to the installation of any of its Facilities, and from time to time at Licensor's request during the Term, furnish to Licensor certificates evidencing such coverage, which certificates shall state that such insurance coverage may not be changed or canceled without at least thirty (30) days prior written notice to Licensor.

19. Licensee shall not use or permit the Licensed Premises to be used in any manner which would render the Licensor's insurance thereon void or the insurance risks more hazardous; provided, however, that if Licensee's use of the Licensed Premises does make the insurance risks more hazardous, then without prejudice to any other remedy of Licensor for such breach, Licensee shall pay to Licensor on demand the amount by which Licensor's insurance premiums are increased as a result of such use. Licensee shall not use or occupy the Licensed Premises, or permit the Licensed Premises to be used or occupied contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto, or in any manner which would cause structural injury to the Tower or which would constitute a public or private nuisance or waste.

20. In any case where the approval or consent of Licensor is required, requested or otherwise to be given under this Agreement, such approval or consent shall be given in writing by Licensor's Manager, and Licensee may rely upon any such approval or consent. In any case where the approval or consent of a party is required under this Agreement, the party shall not unreasonably delay or withhold its approval or consent.

21. The parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the parties. The parties shall each be solely responsible for the conduct of their respective officers, employees and agents in connection with the performance of their obligations hereunder.

22. Licensor represents to Licensee that the Tower currently complies with all marking and lighting requirements of the Federal Aviation Administration and FCC. Licensor agrees to correct any deficiencies of such current requirements if cited by either agency. If either agency requires different or additional markings or lighting because of Licensee's use of the Tower, such compliance shall be at the sole expense of Licensee.

23. Licensee acknowledges that the Licensed Premises are currently exempt from all taxes, including, but not limited to, real estate taxes. In the event (a) this License Agreement or the rights granted under this Agreement results in the full or partial loss of such exemption, or (b) the Licensed Premises and/or the non-licensed portion of the Tower become subject to the assessment of real estate taxes as a result of this Agreement, then Licensee agrees to pay Licensor the amount of any such tax directly attributable to

this Agreement or Licensee's Facilities, but reserves the right to appeal such assessment, prior to the due date therefore for each year this Agreement remains in effect, including any and all extensions. In the event other non-municipal users install equipment on the property or Tower resulting in any such tax assessment, the amount of any such tax shall be prorated between such users.

24. a. Licensee shall operate the Licensed Premises in a manner that will not cause interference to Licensor and other licensees on the Licensee's Premises, provided that their installations predate the execution of this Agreement. All operations by Licensee shall be in compliance with all Federal Communications ("FCC") requirements, including the operation of all equipment.

b. Subsequent to the installation of the Facilities, Licensor shall not permit itself its lessees or licensees to install new equipment on the Licensed Premises if such equipment is likely to cause interference with Licensee's operations. Licensee shall deem such interference a material breach. In the event interference occurs, Licensor agrees to take all reasonable steps necessary to eliminate such interference, in a reasonable time period. Notwithstanding, Licensor shall have the right to install equipment that is in compliance with all FCC standards and regulations.

c. Should Licensor claim interference due to Licensee's Facilities, Licensee shall cooperate with Licensor to determine whether or not Licensee's Facilities are the source of such claimed interference. Such cooperation shall include, but not be limited to, intermodulation studies. Should it be determined by such studies that such interference is directly attributable to the operations of Licensee's Facilities, Licensee, at its sole cost and expense, shall take all reasonable measures to modify the Facilities in order to mitigate such interference to Licensor's reasonable satisfaction.

25. If Licensee fails to perform any obligations hereunder beyond any period allowed hereby for cure, Licensor may enter the Licensed Premises and perform it on Licensee's behalf. In so doing, Licensor may, but shall not be required to, make any payment of money or perform any other act. All sums paid by Licensor, and all incidental costs and expenses, shall be considered additional license fees under this Agreement and shall be payable to Licensor immediately on demand, together with interest from the date of demand to the date of payment at the "Interest Rate". For purposes of this Agreement, the Interest Rate shall mean four (4) percentage points above the prime rate announced from time to time by Harris Trust & Savings Bank of Chicago, Illinois, if Harris Trust is not in existence, then by a Bank of comparable size, it being understood that in no event shall such Interest Rate exceed the maximum interest rate permitted by state law.

26. If either party institutes any action to enforce the provisions of this Agreement or to seek a declaration of rights hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs as part of any award. Licensee hereby reserves the option to either waive trial by jury, or election of a jury trial, in any action, proceeding or counterclaim in respect to any matter whatsoever arising out of or in any way connected with this Agreement, the relationship of Licensor and Licensee hereunder,

Licensee's use or occupancy of the Licensed Premises, and/or claim of injury or damage. All lawsuits shall be filed, if jurisdiction can there lie, in the Circuit Court of DuPage County, Illinois.

27. Notwithstanding any other provision of this Agreement, in the event Licensor determines that it is in its best interests to raze the Tower after the initial Term of this Agreement, Licensor shall give one hundred eighty (180) days prior written notice to Licensee of its intention to raze the Tower, in which event this Agreement shall be terminated not less than one hundred eighty (180) days from the date of said notice, whereupon Licensee shall remove its personal property from the Licensed Premises and neither party shall have any liability to the other.

28. This Agreement may be terminated without further liability: (i) in accordance with paragraphs 3 and/or 15 of this Agreement; or (ii) by Licensee for any reason or for no reason, provided Licensee delivers written notice of early termination to Licensor no later than thirty (30) days prior to the Commencement Date; or (iii) by Licensee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of the Facilities, provided that Licensee shall use its best efforts to obtain and maintain said licenses, permits and other necessary approvals; or (iv) by Licensee if Licensee is unable to occupy and utilize the Licensed Premises due to an action of the FCC, including, without limitation, a take back of channels or change in frequencies; or (v) by Licensee if Licensee determines that the Licensed Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference, provided that if Licensee terminates this Agreement under provision (v) above for economic reasons, it shall pay Licensor an amount equal to what Licensee's Rent would have been according to the terms of paragraph 3.b.(1) of this Agreement for the immediately succeeding twelve (12) month period had Licensee not terminated the Agreement. Nothing in this paragraph shall be construed as relieving Licensee of its obligation to remove its Facilities from the Licensed Premises in accordance with paragraph 8 of this Agreement. Notwithstanding anything to the contrary contained herein, termination under section (iii), (iv) and (v) shall require thirty (30) days' prior written notice.

29. a. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served:

(1) When delivered by Federal Express or similar express mail service to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time, Monday through Friday excluding Federal holidays; or

(2) When mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid.

b. Notice shall be given to the following:

If to Licensee:

VoiceStream GSM I Operating Company, LLC  
c/o T-Mobile USA, Inc.  
12920 SE 38th Street  
Bellevue, WA 98006  
Attn: PCS Lease Administrator  
With a copy to: Attn: Legal Dept.

With copies to:

VoiceStream GSM I Operating Company, LLC  
c/o T-Mobile USA, Inc.  
8550 W. Bryn Mawr  
Chicago, IL 60631  
Attn: Market Director

and

VoiceStream GSM I Operating Company, LLC  
c/o T-Mobile USA, Inc.  
8550 W. Bryn Mawr Avenue  
Chicago, Illinois, 60631  
Attn: Lease Administration Manager

If to Licensor:

Village of Carol Stream  
500 N. Gary Avenue  
Carol Stream, IL 60188  
Attention: Joseph Breinig, Village Manager

With a copy to:

Ancel, Glink, Diamond, Bush, DiCianni, & Roleck, P.C.  
140 S. Dearborn - 6th Floor  
Chicago, IL 60603  
Attention: Stewart Diamond

c. Either party hereto may change the place or notice to it by sending written notice to the other party.

30. Upon execution and delivery of this Agreement, Licensee shall cause within thirty (30) days upon execution of this Agreement, the Guarantor to execute the Guaranty in the form of Exhibit "D" attached hereto and incorporated herein by this reference. Guarantor



shall provide Licensor with a certified copy of the corporate Resolution, which authorizes the signatory of said Guaranty to bind the Guarantor to all guaranties, duties, and obligations required under said Guaranty.

31. Notwithstanding any other provision of this Agreement, any license, privilege or right to occupy any public way within the corporate limits of Licensor is non-exclusive.

32. a. This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties with respect to the subject matter hereof.

b. This Agreement may be executed in any number of counterparts, and by Licensor and Licensee on different counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same agreement.

c. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

d. This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois.

e. In construing this Agreement, section headings shall be disregarded.

f. Any recitals herein or exhibits attached hereto are hereby incorporated into this Agreement by reference.

g. Time is of the essence of this Agreement and every provision contained herein.

h. The parties acknowledge that both parties, each of whom was represented by counsel, freely negotiated this Agreement; accordingly, this Agreement shall be construed according to the fair meaning of its terms, and not against either party.

i. If any clause, phrase, provision or portion of this Agreement or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

j. Licensee will not pursue against the Village of Carol Stream any litigation regarding the validity of telecommunications fee required by this Agreement relating to Licensee's utilization of municipal lands or other infrastructure and acknowledges the reasonableness and validity of such fees or taxes.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

LICENSOR:

VILLAGE OF CAROL STREAM,

By:

Joseph E. Breinig

Date:

Title: Village Manager

Tax ID#: 36-2510906

LICENSEE:

VoiceStream GSM I Operating Company, LLC, a Delaware limited liability company,

By:

Name:

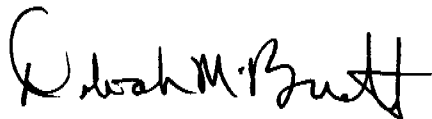


Title:

Greg Cisewski  
Vice President  
Engineering & Operations-Midwest

Date:

WITNESS:



## EXHIBIT A

### DESCRIPTION OF LAND

to the Agreement dated , by and between the VILLAGE OF CAROL STREAM, as Licensor, and , VoiceStream GSM I Operating Company, LLC, a Delaware limited liability company as Licensee.

The Land is described and/or depicted as follows:

That part of the North half of the South half of the Southwest quarter of Section 28, Township 40 North, Range 10, East of the Third Principal Meridian described by commencing at the Southwest corner of said North half of the South half of the Southwest quarter of Section 28 and running thence East along the South line thereof, 411.20 feet for a place of beginning; thence North at right angles with the last described course, 335.0 feet; thence East parallel with the South line of the North half of the South half of the Southwest quarter of Section 28, 148.0 feet; thence South at right angles with the last described course, 335.0 feet to a point in the South line of the North half of the South half of the Southwest quarter of Section 28, thence West, along the South line thereof, 148.0 feet to the place of beginning except therefrom the South 40.0 feet thereof, in DuPage County, Illinois.

and commonly known as: Water Tower No. 3, located at 333 Fullerton Avenue, Carol Stream, IL 60188

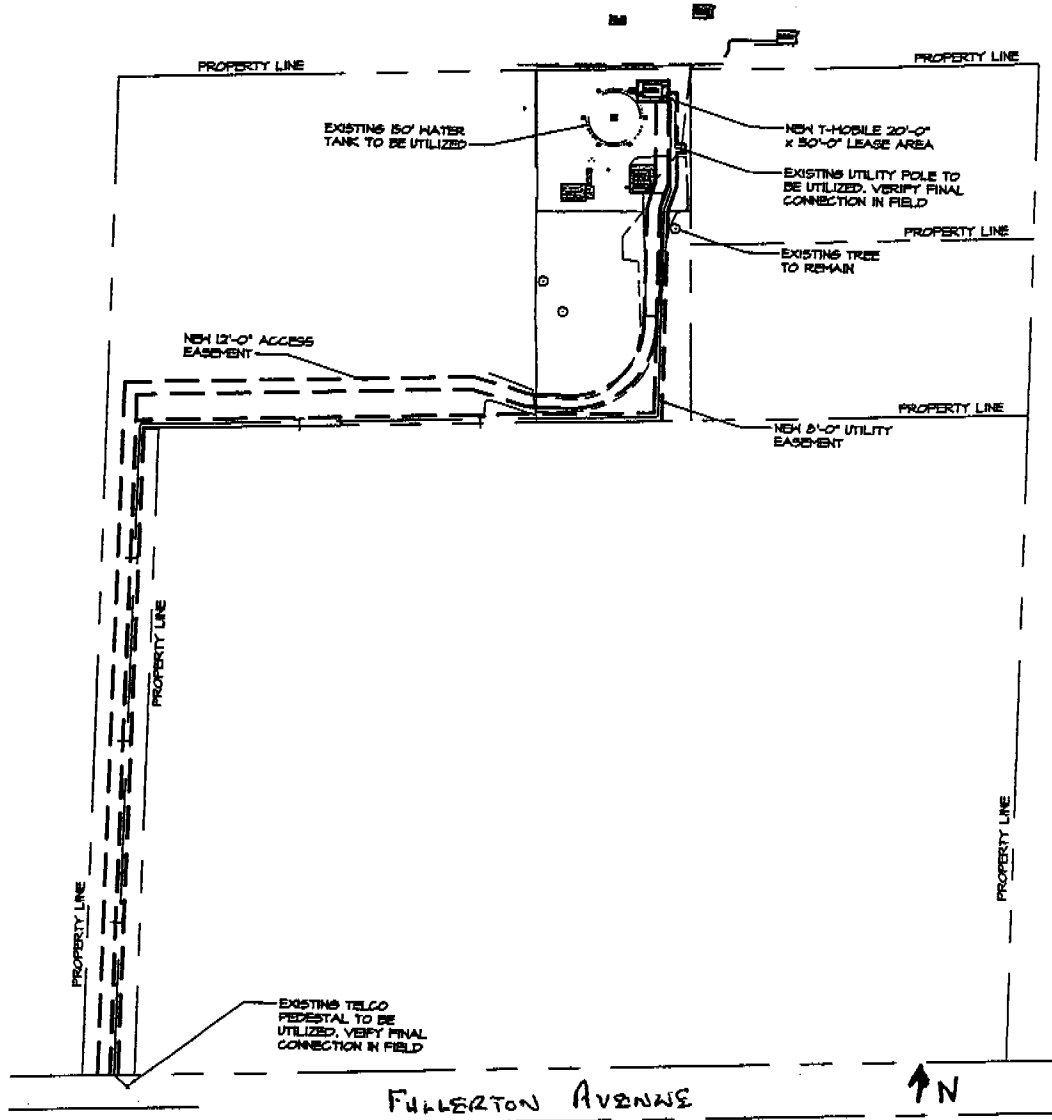
P.I.N.: 02-28-300-012-0000

## EXHIBIT B

### DESCRIPTION OF PREMISES

to the Agreement dated by and between the VILLAGE OF CAROL STREAM, as Licensor, and VoiceStream GSM I Operating Company, LLC, a Delaware limited liability company, as Licensee.

The Premises are described and/or depicted as follows:



#### Notes:

1. This Exhibit may be replaced by a land survey of the Premises once Licensee receives it.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.

## EXHIBIT C

### DESCRIPTION OF SITE FACILITIES

to the Agreement dated , by and between the VILLAGE OF CAROL STREAM, as Licensor, and VoiceStream GSM I Operating Company, LLC, = a Delaware limited liability company, as Licensee.

The Facilities are described and/or depicted as follows:

#### PROPOSED LEASE AREA DESCRIPTION

THAT PART OF THE EAST 148.00 FEET ON THE WEST 559.20 FEET OF THE SOUTH 335.19 FEET OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHEAST CORNER OF LOT 4 IN CAROLINE THOMAS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ON THE NORTH LINE OF SAID LOT 4 EXTENDED EASTERLY, 96.99 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 45 SECONDS WEST, 10.92 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 42 MINUTES 15 SECONDS EAST, 30.00 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 45 SECONDS WEST, 20.00 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 15 SECONDS WEST, 30.00 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 45 SECONDS EAST, 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 600.00 SQUARE FEET, ALL IN DUPAGE COUNTY, ILLINOIS.

#### PROPOSED UTILITY EASEMENT #1 DESCRIPTION

THAT PART OF THE EAST 148.00 FEET ON THE WEST 559.20 FEET OF THE SOUTH 335.19 FEET OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHEAST CORNER OF LOT 4 IN CAROLINE THOMAS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ON THE NORTH LINE OF SAID LOT 4 EXTENDED EASTERLY, 96.99 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 45 SECONDS WEST, 10.92 FEET TO THE NORTHWEST CORNER OF THE HEREON DESCRIBED LEASE AREA; THENCE SOUTH 89 DEGREES 42 MINUTES 15 SECONDS EAST, 30.00 FEET ON THE NORTH LINE OF SAID LEASE AREA TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00 DEGREES 17 MINUTES 45 SECONDS WEST, 12.00 FEET ON THE EAST LINE OF SAID LEASE AREA TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 42 MINUTES 15 SECONDS EAST, 8.03 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 33 SECONDS WEST, 48.86 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 27 SECONDS EAST, 8.00 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 33 SECONDS WEST, 8.00 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 27 SECONDS WEST, 8.00 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 33 SECONDS WEST, 31.39 FEET; THENCE SOUTH 18 DEGREES 50 MINUTES 16 SECONDS WEST, 25.43 FEET; THENCE SOUTH 01 DEGREES 42 MINUTES 17 SECONDS WEST, 199.68 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 119.99 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 8.00 FEET ON THE EAST LINE OF SAID LOT 4; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 112.99 FEET; THENCE NORTH 01 DEGREES 42 MINUTES 17 SECONDS EAST, 193.11 FEET; THENCE NORTH 18 DEGREES 50 MINUTES 16 SECONDS EAST, 25.34 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 33 SECONDS EAST, 78.93 FEET TO THE SOUTHEAST CORNER OF SAID LEASE AREA; THENCE NORTH 00 DEGREES 17 MINUTES 45 SECONDS EAST, 8.00 FEET ON THE EAST LINE OF SAID LEASE AREA TO THE POINT OF BEGINNING, CONTAINING 3467.71 SQUARE FEET, ALL IN DUPAGE COUNTY, ILLINOIS.

#### PROPOSED UTILITY EASEMENT #2 DESCRIPTION

THAT PART OF THE EAST 148.00 FEET ON THE WEST 559.20 FEET OF THE SOUTH 335.19 FEET OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHEAST CORNER OF LOT 4 IN CAROLINE THOMAS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ON THE NORTH LINE OF SAID LOT 4 EXTENDED EASTERLY, 96.99 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 45 SECONDS WEST, 18.92 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST LINE OF THE HEREON DESCRIBED LEASE AREA; THENCE CONTINUING SOUTH 00 DEGREES 17 MINUTES 45 SECONDS WEST, 4.00 FEET ON SAID WEST LINE; THENCE NORTH 89 DEGREES 42 MINUTES 15 SECONDS WEST, 6.25 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 45 SECONDS EAST, 4.00 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 15 SECONDS EAST, 6.25 FEET TO A POINT ON THE EAST LINE OF SAID LEASE AREA, SAID POINT ALSO BEING THE POINT OF BEGINNING, CONTAINING 25.00 SQUARE FEET, ALL IN DUPAGE COUNTY, ILLINOIS.

#### PROPOSED ACCESS EASEMENT DESCRIPTION

THAT PART OF THE EAST 148.00 FEET ON THE WEST 559.20 FEET OF THE SOUTH 335.19 FEET OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF LOT 4 IN CAROLINE THOMAS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SAID SECTION 28; TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE NORTH 02 DEGREES 12 MINUTES 05 SECONDS EAST, 50.10 FEET ON THE WEST LINE OF SAID LOT 4 EXTENDED SOUTHERLY TO THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH 89 DEGREES 55 MINUTES 03 SECONDS EAST, 20.02 FEET ON THE SOUTH LINE OF SAID LOT 4 TO THE POINT OF BEGINNING OF AN ACCESS EASEMENT LYING 6 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE NORTH 02 DEGREES 23 MINUTES 19 SECONDS EAST, 852.92 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 340.85 FEET; THENCE SOUTH 71 DEGREES 53 MINUTES 34 SECONDS EAST, 40.87 FEET; THENCE SOUTH 86 DEGREES 58 MINUTES 35 SECONDS EAST, 38.85 FEET; THENCE NORTHEASTERLY 118.17 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 74.12 FEET (CHORD BEARS NORTH 47 DEGREES 22 MINUTES 51 SECONDS EAST, 106.05 FEET); THENCE NORTH 01 DEGREES 42 MINUTES 17 SECONDS EAST, 111.12 FEET; THENCE NORTH 18 DEGREES 50 MINUTES 16 SECONDS EAST, 25.28 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 33 SECONDS EAST, 77.92 FEET TO A POINT ON THE SOUTH LINE OF THE HEREON DESCRIBED LEASE AREA, SAID POINT ALSO BEING THE POINT OF TERMINATION, CONTAINING 16,872.03 SQUARE FEET, ALL IN DUPAGE COUNTY, ILLINOIS.

**EXHIBIT D**

**GUARANTY OF**

**VoiceStream GSM I Operating Company, LLC**

Attached to and forming a part of the Non-Exclusive License Agreement between the VILLAGE OF CAROL STREAM, an Illinois home rule municipal corporation ("Licensor") and VoiceStream GSM I Operating Company, LLC, a Delaware limited liability company, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, VoiceStream GSM I Operating Company, LLC ("Guarantor") does hereby guaranty, unconditionally, the payment, when due, of all sums and the performance of all obligations which may be required by Licensor under the Agreement.

This Guaranty shall extend to and cover every extension or renewal of the Agreement, and every obligation accepted in substitution for any obligation guaranteed hereby. The Guarantor shall be bound by the terms of this Guaranty irrespective of the existence, value or condition of any security Licensor may at any time hold.

IN WITNESS WHEREOF, the Guarantor has duly executed and delivered this Guaranty this day of, 20\_\_\_. VoiceStream GSM I Operating Company, LLC By:

Name:

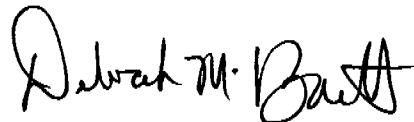


Title:

Greg Cisewski  
Vice President  
Engineering & Operations-Midwest

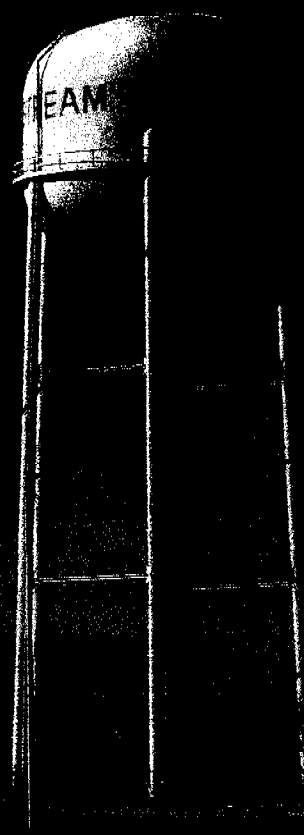
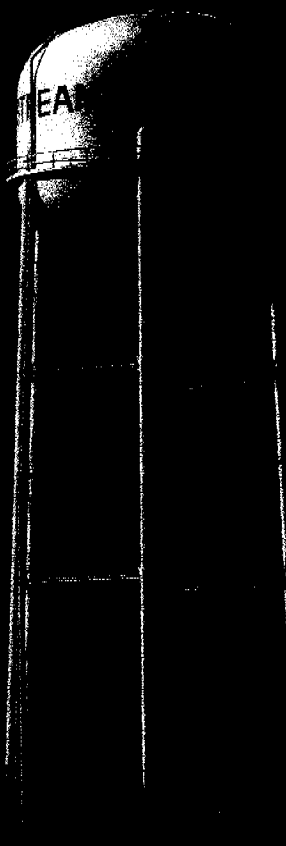
Date:

WITNESS:



COMMUNICATIONS  
CORPORATION  
COLUMBIA TRISTAR  
TELEVISION NETWORK  
CABLE TELEVISION  
SERVICES

**T-Mobile**



**WFT**

# Village of Carol Stream

## Interdepartmental Memo

TO: Joseph Breinig, Village Manager  
FROM: James T. Knudsen, Director of Engineering Services  
DATE: August 31, 2005  
RE: Element Qualifications Criteria for Project Inclusion



In 1993 the Village Board adopted a policy that identified the criteria by which Village Staff used for qualifying individual infrastructure elements for inclusion into a project. Only those elements that met the criteria could be considered for inclusion.

This policy has served the Village very well, but Staff felt it needed some updating and clarifications in certain areas. Once approved by the Village Board this policy will be incorporated into the CIP Budget document. Attached is the original policy with legal formatting to identify the proposed changes. The following explains the major revisions:

1. The Policy title was changed to indicate infrastructure elements (sidewalk, curb and gutter, aprons, subsurface drainage) are being qualified, not projects.
2. Item 3 for Sidewalk Elements and item 2 for Curb and Gutter Elements were revised to clarify that Public Works projects require 50% damage whereas street maintenance projects require only 25% damage. A lower threshold for street maintenance projects is justified because Staff doesn't want to replace items where a project was recently completed.
3. The Village no longer has a Curb Depression Program and therefore item 5 under Curb and Gutter Elements was eliminated.
4. Under Item 4, for Curb and Gutter Elements it was necessary to clarify the extent of apron removals necessitated by rehabilitation of the curb and gutter. It was felt an 18-inch minimum width replacement is better suited for reconstruction of asphalt driveways. Concrete aprons will be replaced to the next closest joint or sawn edge. Due to the complexity and cost of replacement only broom finished concrete and bituminous aprons or ribbons will be replaced. The homeowner will be responsible for the replacement of all other types of aprons including but not limited to stamped or colored concrete and asphalt, brick pavers, exposed aggregate and California style finishes. The Village will remove the brick pavers and place them to the side but will not be responsible for damage or loss of any bricks.

Cc: Al Turner, Director of Public Works  
Mike Scaramella, Streets Superintendent  
William N. Cleveland, Assistant Village Engineer  
Matt Streicher, Civil Engineer  
Fred Ceranek, Engineering Inspector  
Jesse Bahraini, Engineering Inspector  
Jim Ludman, Engineering Inspector



PROJECT QUALIFICATION CRITERIA  
**ELEMENT QUALIFICATION CRITERIA FOR PROJECT INCLUSION**

The following criteria are to be used for ~~measuring~~ qualifying each ~~project~~ **infrastructure element** for possible **inclusion into a project**. Only those that meet the criteria, are not correctable by alternative means rather than reconstruction or rehabilitation, may be considered for inclusion.

Drainage Projects Elements

1. Ponding of water or icing four feet or more into the pavement as measured from the pavement edge for a minimum length of five feet twenty-four hours after a significant rainfall event or snow melt.
2. Ponding of water or icing at a **sidewalk**, crosswalk, bus stop, gang mailboxes or other pedestrian paths with a minimum depth of one-half inch **or a distance of 5' or greater** twenty-four hours after a significant rainfall event or snow melt.
3. ~~Ponding or icing of a sidewalk for a distance of five feet or greater.~~
4. Significant water draining across a sidewalk, drive or street, which continue beyond forty-eight hours after a significant rainfall.
5. Overland flow routes that do not function properly.

Sidewalk Projects Elements

1. Joint differential of one inch or more.
2. Those adjacent to curbs requiring depressions.
3. **For individual Public works projects any sidewalk** spalled (pitted with aggregate showing) cracked or otherwise damaged sidewalk over 50' of the panel. ~~Except~~ Those adjacent to a street maintenance project will only require 25% of the panel.
4. Generally, any sidewalk humped, dipped or deflected with a change in grade greater than  $\pm 10\%$  unless specifically designed for a purpose, i.e. overland flow route drainage.
5. Those sidewalks meeting the drainage requirements **as identified above**.

Curb and Gutter Projects Elements

1. Those requiring depressions.
2. **For individual Public Works project any curb and gutter** spalled (pitted with aggregate showing), cracked or otherwise damaged over 50% of the section. ~~except~~ Those adjacent to a street maintenance project will only require 25% of the section.
3. Generally, any curb and gutter humped, dipped or deflected with a change in grade greater than  $\pm 10\%$  unless specifically designed for a purpose, i.e. drainage.
4. ~~Joint differential of more than two inches at the curb/apron interface that is evident for at least 50% of its length.~~

5. ~~Curb and gutter depressions incorrectly installed or as part of the Village's Curb Depression Program.~~
6. Curb and gutter sections being rehabilitated that are adjacent to aprons may also require apron removal and replacements. ~~However, if replacement of the apron only will remediate the problem, then only the apron shall be replaced not both.~~ In those instances where apron removal is necessary, the apron shall be removed and replaced to the next closest joint or sawn edge for concrete aprons and a ~~two feet~~ **an eighteen inch** minimum width required for reconstruction of bituminous aprons. **Only broom finished concrete and bituminous aprons or ribbons will be replaced by the Village. All aprons or ribbons constructed with other materials including but not limited to stamped concrete, colored concrete, stamped asphalt, colored asphalt, brick pavers, exposed aggregate or California style finishes are the responsibility of the homeowner. The Village will remove brick pavers and place them to the side of the driveway and are not responsible for damage or loss of any brick pavers.**

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
AMER FIRST AID SERVICES	FIRST AID-AUGUST	197.05	OPERATING SUPPLIES	01.465.317		541108	460470	P 350 00014
ANCEL, GLINK, DIAMOND, BUSH	LEGAL SERVS FOR JULY 05	2,425.31	LEGAL FEES	01.457.238		3049957F	460438	P 350 00005
ANDERSON COURIER-TRANSPR	COURIER SERV-ENGR	27.00	OPERATING SUPPLIES	01.462.317		5-G31 C1087		350 00025
ANDREW PIERI-PLANS EXAMI	TRNG CLASS-B GRADY	85.00	TRAINING	01.464.223		SEPT 12, 2005		351 00002
ARROW ROAD CONSTRUCTION	ASPHALT	246.82	MATERIALS	06.432.340		2050MB		350 00004
B & F TECHNICAL CODE SER	PLUMB INSP'S 8/3-8/15	660.00	CONSULTANT	01.464.253		22119	463194	P 350 00006
B & H INDUSTRIES	MAINT AGR-AUGUST	34.30	OFFICE EQUIPMENT MAINTEN	01.462.226		654793	462232	P 350 00015
B & H PHOTO	CAMERA/TRIPOD-POLICE	1,422.19	SMALL EQUIPMENT EXPENSE	01.466.350		141462130	466462	P 350 00042
BAXTER & WOODMAN INC	CHARGER CT-CONST SERV'S	2,095.14	CONSTRUCTION	04.410.480		102601	467137	P 350 00085
BELL FUELS	FUEL - GAS-PWKS	18,810.32	GAS PURCHASED	01.469.356		81215	467257	P 350 00099
BEST QUALITY CLEANING IN	CLEANING SRV-AUGUST/05	2,621.25	JANITORIAL SERVICES	01.468.276		19063	460377	P 350 00048
	CLEANING SRV-AUGUST/05	873.75	JANITORIAL SUPPLIES	01.467.276		19063	460377	P 350 00049
		3,495.00	*VENDOR TOTAL					

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM INVOICE	PO#	F/P ID LINE
BOB SHURILLA & ASSOCIATE	VALVE EXERCISER	16,205.00	OTHER EQUIPMENT	04.420.412	12141	467265	P 350 00008
C S FIRE PROTECTION DIST	DONATIONS-JUNE & JUL/05	8,000.00	DEPOSIT-FIRE DISTRICT PE	01.2416	JUN & JUL/05		350 00026
C S PUBLIC LIBRARY	PPRT-JUL & AUG 2005	23,419.90	PERSONAL PROPERTY REPLAC	01.310.102	JUL/AUG 2005		350 00029
CAROL STREAM ROTARY CLUB	2005 TOWN CTR EVENT	7,882.24	FEES/ADMISSIONS	07.320.211	2005/06	461420	P 350 00058
CLASSIC LANDSCAPE, LTD	WEED CUTTINGS-BOW STRNG	150.00	WEED MOWING	01.464.260	19320		350 00001
COMMONWEALTH EDISON CO	SERV FOR 7/22-8/20	98.32	ELECTRICITY	06.432.248	0030086009		350 00072
	SERV FOR 7/22-8/22	52.82	ELECTRICITY	06.432.248	0492166006		350 00074
	SERV FOR 7/19-8/18	531.42	ELECTRICITY	04.410.248	0793651000		350 00076
	SERV FOR 7/19-8/18	4,578.41	ELECTRICITY	04.420.248	0793651000		350 00077
	ISSUED DATE AUG 19	0.90	ELECTRICITY	04.410.248	0793651000		350 00079
	SERV FOR 7/22-8/20	140.25	ELECTRICITY	01.467.248	0803155026		350 00067
	SERV FOR 7/9-8/10	32.89	ELECTRICITY	06.432.248	1083101009		350 00018
	SERV FOR 7/22-8/20	103.11	ELECTRICITY	06.432.248	1353117013		350 00071
	SERV FOR 7/22-8/20	152.56	ELECTRICITY	01.467.248	1865134015		350 00073
	SERV FOR 7/22-8/20	86.77	ELECTRICITY	06.432.248	3153036011		350 00070
	SERV FOR 7/22-8/22	175.75	ELECTRICITY	01.467.248	4483019016		350 00066
	SERV FOR 7/21-8/19	2,838.57	ELECTRICITY	06.432.248	4863004008		350 00078
	SERV FOR 7/23-8/20	164.98	ELECTRICITY	01.467.248	5838596003		350 00069
	SERV FOR 7/21-8/19	76.05	ELECTRICITY	01.467.248	6337409002		350 00075
	SERV FOR 7/22-8/20	90.23	ELECTRICITY	06.432.248	6597112015		350 00068
	SERV 7/22 - 8/22	164.09	ELECTRICITY	01.468.248	6675448009		350 00091
	SERV FOR 7/9-8/10	125.05	ELECTRICITY	01.467.248	6827721000		350 00019
	SRV FOR 7/27-8/25	186.66	ELECTRICITY	06.432.248	7139030002		350 00064

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
COMMONWEALTH EDISON CO	SERV FOR 7/22-8/22	13.60	ELECTRICITY	01.467.248		9523145010		350 00065
		9,612.43	*VENDOR TOTAL					
COUNTY COURT REPORTERS I	MTG - AUG 8, 2005	125.00	COURT RECORDER FEES	01.453.241		086242		350 00009
CREATIVE CARE MANAGEMENT	SERV FOR 9/1-11/30	1,125.00	EMPLOYEE SERVICES	01.459.273		05HQ82	459136 P	350 00016
CUSTOM SERVICE HEAT-COOL	REPAIR A/C UNIT-P/WKS	401.91	MAINTENANCE & REPAIR	01.467.244		08/26/05		350 00080
DU-KANE ASHPALT CO	PRIME & ASPHALT	331.23	MATERIALS	06.432.340		16113		350 00007
	ASPHALT	513.00	MATERIALS	06.432.340		16137		350 00100
		844.23	*VENDOR TOTAL					
DUPAGE COUNTY	DATA PROCESS-JULY,POLICE	250.00	DATA PROCESSING	01.466.247		0742		350 00044
	GIS FLAT FEE-JULY/05	225.00	GIS SYSTEM	01.462.257		0783		350 00027
	GIS FLAT FEE-JULY/05	225.00	GIS SYSTEM	01.463.257		0783		350 00028
		700.00	*VENDOR TOTAL					
DUPAGE FEDERATION OF HUM	TRNG-M THOMAS,K MCNAMARA	100.00	TRAINING	01.466.223		9/14,11/08		350 00050
E J EQUIPMENT INC	05 TYMCO SWEEPER-PWKS	108,380.00	VEHICLES	01.467.415		SM1041A	467229 P	350 00092
EARTH TECH INC	FAIR OAKS RD CONSTRUCT	69,412.04	ROADWAY CAPITAL IMPROVEM	11.474.486		356643	462237 P	350 00095
ENTERCEPT CORPORATION	SCREEN/MOVIE-TWN CTR	1,700.00	MUNICIPAL PROMOTION	07.433.286		8/27/05	460487 P	351 00003

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
FEDEX								
	INV SUMMARY AUG 03,2005	37.57	POSTAGE	01.465.229		5-511-45737	460436 P	350 00011
	INV SUMM AUG 10,2005	107.17	POSTAGE	01.465.229		5-522-99499	460436 P	350 00012
	INV SUMMARY AUG 17,2005	131.35	POSTAGE	01.465.229		5-535-40016	460436 P	350 00041
	INV SUMMARY AUG 24	96.13	POSTAGE	01.465.229		5-549-46926	460436 P	350 00094
		372.22	*VENDOR TOTAL					
FULTON CONTRACTING CO								
	TOWN CENTER LIGHTING	8,780.00	OTHER EQUIPMENT	01.468.412		0200-0010	467258 P	350 00098
GALLAGHER BENEFIT ADMINI								
	FLEX PLAN-AUGUST/05	191.40	EMPLOYEE SERVICES	01.459.273		0029992-IN		350 00022
IL POLICE INSTRUCTOR TRA								
	BUCHOLZ, ZOCHERT MEMBERSHIP	70.00	DUES & SUBSCRIPTIONS	01.466.234		05 MEMBERSHP		350 00003
IL SECRETARY OF STATE								
	TITLE/PLATES UNIT 313	75.00	AUTO MAINTENANCE & REPAI	01.462.212		UNIT#313	467273 P	350 00023
	TITLE/PLATES-UNIT #34	75.00	AUTO MAINTENANCE & REPAI	01.467.212		UNIT#34	467280 P	350 00020
		150.00	*VENDOR TOTAL					
ILL LIQUOR CONTROL COMMI								
	RENWL STATE LIC-GARZA	250.00	DUES & SUBSCRIPTIONS	01.466.234		RICH GARZA		350 00002
ILLINOIS CENTURY NETWORK								
	PORT/BANDWIDTH-JUL/05	430.00	DUES & SUBSCRIPTIONS	01.465.234		0013436-IN	460132 P	350 00013
ILLINOIS MUNICIPAL LEAGU								
	CONF-SEPT 22-25,BREINIG	160.00	MEETINGS	01.460.222		CHICAGO		350 00086
	CONF SEPT 22-25-FENNER	160.00	MEETINGS	01.452.222		CHICAGO		350 00087
		320.00	*VENDOR TOTAL					
ILLINOIS STATE POLICE								
	LIVESCAN ACCOUNT	1,000.00	OPERATING SUPPLIES	01.466.317		LIVESCAN		351 00001

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
ITALIAN AMERICAN EXECUTI	AD	100.00	PUBLIC NOTICES/INFORMATI	01.452.240		FULL PAGE	460489	P 350 00090
JUNGERS/JOHN	TRAINING-SPRINGFIELD	186.00	TRAINING	01.466.223		9/15-21,2005		350 00034
KANSAS STATE BANK	LEASE AGR-OCT/2005	253.00	OFFICE EQUIPMENT MAINTEN	01.466.226		3338459	466400	P 350 00043
LUCAS/JAMES	TRAINING-SPRINGFIELD, IL	93.00	TRAINING	01.466.223		9/15-18,2005		350 00036
MONSTER MURAL LLC/THE	MONSTER MURAL-05 CULTRL	1,099.00	MUNICIPAL PROMOTION	07.433.286		2509	460488	P 350 00093
MORONI & HANDLEY PTNSHP	LEGAL SERV -JULY/2005	2,565.00	LEGAL FEES-PROSECUTION	01.457.235		08/22/05	460464	P 350 00054
NAVISTAR FINANCIAL CORPO	06 DUMP TRK/SALT PLOW	82,498.00	VEHICLES	01.467.415		050680-670	467239	P 350 00089
OAK BROOK BANK	DEPOSIT TICKETS	59.16	PRINTED MATERIALS	01.461.315		8/16/05		350 00010
ONESTI ENTERTAINMENT COR	CREDIT BALANCE-GRAMM	160.95CR	MUNICIPAL PROMOTION	07.433.286		5041	460469	P 350 00040
	BAL-SUMMR FEST-JULY 4TH	2,270.00	MUNICIPAL PROMOTION	07.433.286		5044	460469	P 350 00081
	SUMMR CONCERT-JULY 14	1,900.00	MUNICIPAL PROMOTION	07.433.286		5045	460469	P 350 00082
	SUMMR FEST-JULY 21ST	1,900.00	MUNICIPAL PROMOTION	07.433.286		5046	460469	P 350 00083
	SUMMR FEST -JULY 28	1,500.00	MUNICIPAL PROMOTION	07.433.286		5047	460469	P 350 00084
	CONCERT SER-AUG 4,2005	1,000.00	MUNICIPAL PROMOTION	07.433.286		5077	460469	P 350 00039
	BAL FOR AUG 11,2005	1,700.00	MUNICIPAL PROMOTION	07.433.286		5078	460469	P 350 00057
		10,109.05	*VENDOR TOTAL					

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
POPE/DANNAE	FUEL REIMB-PTI,MAY-JULY	198.02	TRAINING	01.466.223		FUEL REIMB		350 00017
S K C CONSTRUCTION INC	2005 CRACKFILL	984.06	STREET RESURFACING	06.432.470		6094	462240	P 350 00096
SBC	SERV FOR JUL 17-AUG 16	47.87	TELEPHONE	01.468.230		630R06136308		350 00051
	SERV FOR JUL 17-AUG 16	47.87	TELEPHONE	04.420.230		630Z86102908		350 00063
	SERV FOR JUL 17-AUG 16	47.87	MAINTENANCE & REPAIR	01.468.244		630Z99656408		350 00052
	SERV FOR JUL 17-AUG 16	243.12	TELEPHONE	01.465.230		630Z99671908		350 00053
	SERV JUL 17-AUG 16	161.78	TELEPHONE	01.456.230		630540111208		350 00033
	SERV FOR JUL 17-AUG 16	112.71	TELEPHONE	04.410.230		708Z06300608		350 00062
	SERV FOR JUL 17-AUG 16	47.87	TELEPHONE	04.410.230		708Z86001308		350 00061
	SERV FOR JUL 17-AUG 16	47.87	TELEPHONE	04.410.230		708Z86121208		350 00060
	SERV FOR JUL 17-AUG 16	1,241.74	TELEPHONE	04.420.230		708Z86529808		350 00059
		1,998.70	*VENDOR TOTAL					
SIKICH GARDNER & CO LLP	AUDIT FOR FY 2005	6,662.50	AUDIT FEES	04.410.237		73930	461418	P 350 00030
	AUDIT FOR FY 2005	2,962.50	AUDIT FEES	04.420.237		73930	461418	P 350 00031
	AUDIT FOR FY 2005	1,375.00	AUDIT FEES	01.452.237		73930	461418	P 350 00032
		11,000.00	*VENDOR TOTAL					
SMITH/SUZANNE	SIDEWALK REPLACEMENT	100.00	PROPERTY MAINTENANCE	01.467.272		SIDEWALK RPLMN	467279	P 350 00021
STEVENS TITLE SERVICE IN	TITLE/PLTS-CIVIC, PROTEGE	140.00	AUTO MAINTENANCE & REPAIR	01.466.212		CIVIC, PROTEGE		350 00047
THEODORE POLYGRAPH SERVI	POLYGRAGHS-POLICE OFFRS	625.00	PERSONNEL HIRING	01.451.228		15025		350 00055
THOMAS SANDBLASTING CO	REPAINT FIRE HYDRANTS	5,075.00	MAINTENANCE & REPAIR	04.420.244	002006	8249800	467211	P 350 00088



Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
U S PAVING	RPR-KIMBERLY DRIVE	2,490.00	PROPERTY MAINTENANCE	01.467.272		05-1315	467276	P 350 00097
UNIVERSITY OF ILLINOIS	ACADEMY-POPE, FRY	7,682.54	TRAINING	01.466.223		UPIN0026	466469	P 350 00045
	POL SPANISH-POPE, FRY	140.00	TRAINING	01.466.223		UPIN0066	466469	P 350 00046
		7,822.54	*VENDOR TOTAL					
WHITE/ROBERT	8WKS TRNG-NUCPS	1,640.00	TRAINING	01.466.223		SEPT-NOV/05	466455	P 350 00038

BRC/ISD FINANCIAL SYSTEM  
09/01/2005 10:30:37

Schedule of Bills

VILLAGE OF CAROL STREAM  
GL540R-V06.70 PAGE 8

VENDOR NAME							
DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
REPORT TOTALS:	418,155.03						

RECORDS PRINTED - 000099

BRC/ISD FINANCIAL SYSTEM  
09/01/2005 10:30:37

Schedule of Bills

VILLAGE OF CAROL STREAM  
GL060S-V06.70 RECAPPAGE  
GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
01	GENERAL CORPORATE FUND	282,779.29
04	WATER & SEWER O/M FUND	39,608.93
06	MOTOR FUEL TAX FUND	5,564.48
07	CIVIC ENHANCEMENT FUND	20,790.29
11	CAPITAL IMPROVEMENT FUND	69,412.04
TOTAL ALL FUNDS		418,155.03

BANK RECAP:

BANK	NAME	DISBURSEMENTS
OBB	OAK BROOK BANK	418,155.03
TOTAL ALL BANKS		418,155.03

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

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

.....

.....

The preceding list of bills payable was reviewed and approved for payment.

**Approved by:**

  
\_\_\_\_\_  
Joseph E Breinig – Village Manager

**Date:** 9/1/05

**Authorized by:**

\_\_\_\_\_  
Ross Ferraro – Mayor

\_\_\_\_\_  
Janice Koester, Village Clerk

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

**ADDENDUM WARRANTS**  
**August 16, 2005 - September 6, 2005**

Fund	Account	Vendor	Description	Amount
General	A C H	Oak Brook Bank	Payroll Aug 1,2005- August 14, 2005	422,311.91
Water & Sewer	A C H	Oak Brook Bank	Payroll Aug 1,2005- August 14, 2005	34,888.37
Water & Sewer	A C H	Oak Brook Bank	Dupage Water Commission - July 2005	237,411.48
General	A C H	Ill Funds	I P B C for August, 2005	143,629.91
Water & Sewer	A C H	Ill Funds	I P B C for August, 2005	<u>11,917.93</u>
				850,159.60

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2005

By: \_\_\_\_\_  
 Ross Ferraro - Mayor

\_\_\_\_\_  
 Janice Koester, Village Clerk