

Village of Carol Stream

BOARD MEETING

AGENDA

NOVEMBER 21, 2005

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

B. MINUTES: Approval of the Minutes of the November 7, 2005 Meeting.

C. AUDIENCE PARTICIPATION & PUBLIC HEARINGS:

1. Presentation by Rotary Club of Check for Christmas Sharing.

D. SELECTION OF CONSENT AGENDA:

E. BOARD AND COMMISSION REPORTS:

1. PLAN COMMISSION

F. OLD BUSINESS:

G. STAFF REPORTS & RECOMMENDATIONS:

1. Fair Oaks Road Improvement & Multi-Use Path Projects – Change Order No. 1.
This is a change order request to phase the project from Army Trail Road to Plum Grove Court.
2. Award of Phase III Engineering Contract for Lies Road Bikeway.
Staff recommends the referenced contract be awarded to TranSystems Corporation.
3. Local Agency Agreement for Federal Participation in the Lies Road Bikeway Project.
The Village is required to sign an agreement with IDOT to receive Federal funds for the referenced project.
4. Snow Removal Plan.
For receipt only. No action required.
5. Contractual Snow Removal Agreements.
The Public Works Department is requesting snow removal agreements be approved for the forthcoming winter to six (6) local area firms.

Village of Carol Stream

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6. Water Meter Reading.

Water Meter Reading agreement.

7. Town Center Use – 2006.

Staff review of policies for use of Town Center for private functions.

H. ORDINANCES & RESOLUTIONS:

1. Ordinance No. _____, Amending the Carol Stream Code to Require Bidding for Certain Contracts Above an Amount of \$20,000.

Change to the Village Code increasing the bid limit for purchases from \$10,000 to \$20,000 in keeping with a change in state law.

2. Resolution No. _____, Objecting to the Approval of a Conditional Use for a Religious Institution at 28W100 St. Charles Road.

A formal Village response with comments to DuPage County regarding the proposed development of the 5.66-acre property east of Benjamin School.

I. NEW BUSINESS:

1. Appointments to the Stormwater Advisory Committee (SWAC).

This item appoints members to the SWAC.

2. Consideration of a Request from Mr. Michael Weingrad of M & E Enterprises to grant an extension for executing Ordinances 2004-10-57 and 2004-10-58 for the property at 120 S. Gary Avenue.

A request from M&E Enterprises to extend the approvals for a proposed new car wash at 120 S. Gary Avenue.

3. Temporary Use - Outreach Community Ministries Furniture Sale.

Request for temporary approval to Allow Outreach Community Ministries to conduct a series of used furniture sale events over a two-month period at the Wheaton Christian Center property, 610 E. North Avenue.

J. PAYMENT OF BILLS:

1. Regular Bills:

Village of Carol Stream

BOARD MEETING

AGENDA

NOVEMBER 21, 2005

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

2. Addendum Warrant:

K. REPORT OF OFFICERS:

1. Mayor:
2. Trustees
3. Clerk:
4. Treasurer's Report: Revenue & Expenditure Statement and Balance Sheet, Month End, October 31, 2005.

L. EXECUTIVE SESSION:

1. Performance of One or More Specific Employees.

M. ADJOURNMENT:

LAST ORDINANCE: 2005-11-60

LAST RESOLUTION: 2161

NEXT ORDINANCE: 2005-11-61

NEXT RESOLUTION: 2162

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

November 7, 2005

Mayor Ross Ferraro called the Regular Meeting of the Board of Trustees to order at 8:00 p.m. and directed Village Clerk Jan Koester to call the roll.

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

Cub Scout Pack 190 led those in attendance in the Pledge of Allegiance.

MINUTES:

Trustee McCarthy moved and Trustee Saverino made the second to approve the Minutes of the Meeting of October 17, 2005 as presented. The results of the roll call vote were:

Ayes: 3 Trustees McCarthy, Gieser and Saverino
Nays: 0
Abstain: 1 Trustee Fenner
Absent: 2 Trustees Stubbs and Shanahan

The Minutes of Special Meetings for the Retreat were received.

AUDIENCE PARTICIPATION AND PUBLIC HEARINGS:

Presentation by American Legion: Del Miller and Sandy Lykens of American Legion Post 76 presented Mayor Ferraro with a check for \$490.00 which were the proceeds from the Bingo Games that were held at the four-day Festival at Town Center.

Presentation by Mayor Ferraro to the American Red Cross: Mayor Ferraro presented a check to the American Red Cross for \$2,320.06 from the residents of Carol Stream to aid the survivors of Hurricane Katrina.

CONSENT AGENDA:

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

Ayes: 4 Trustees McCarthy, Gieser, Saverino, and Fenner
Nays: 0
Absent: 2 Trustees Stubbs and Shanahan

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

Ayes: 4 Trustees McCarthy, Gieser, Saverino, and Fenner
Nays: 0
Absent: 2 Trustees Stubbs and Shanahan

1. No action required: Rezoning-pre-annexation-St. Charles Rd./Morton Road
2. Spec. Use-Restaurant/Bar/outdoor seating-1022 Fountain View-Ord. 2005-11-58

3. Rezoning- B-2 to B-3- Auto Zone ATR- Ord. 2005-11-59
4. Final PUD- Lot 14- Pasquinelli 2nd Resubdivision-Or. 2005-11-60
5. Approve purchase of Investigative vehicle
6. Award of Contract-Kuhn Rd Sanitary abandonment
7. Waive Bids-Award Contract-2005 Pipe Underdrain Project
8. Financial Assistance Request – CS Arts
9. Resolution 2160: Declare surplus property- computers
10. Request for approval of temporary gravel parking lot-400 Fullerton Ave.
11. Received: Annual Statement of Revenue & Expenditures/Change in Fund Balance
12. Regular Bills & Addendum Warrant of Bills

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

Ayes:	4	Trustees McCarthy, Gieser, Saverino, and Fenner
Nays:	0	
Absent:	2	Trustees Stubbs and Shanahan

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

Spec. Use-Restaurant/Bar/outdoor seating-1022 Fountain View-Ord. 2005-11-58:

At their meeting on October 24, 2005, the Combined Plan Commission/Zoning Board of Appeals recommended approval of a special use permit for a restaurant with bar and outdoor seating area at 1022 Fountain View Drive in accordance with staff recommendations. The Board concurred with the recommendation and adopted Ordinance 2005-11-58, AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A RESTAURANT WITH A BAR AND OUTDOOR SEATING IN THE B-2 DISTRICT – (1022 FOUNTAIN VIEW DRIVE).

Rezoning- B-2 to B-3- Auto Zone ATR- Ord. 2005-11-59:

Final PUD- Lot 14- Pasquinelli 2nd Resubdivision-Or. 2005-11-60:

At their meeting on October 24, 2005, the Combined Plan Commission/Zoning Board of Appeals recommended approval of the rezoning from B-2 to B-3 and the final Planned Unit Development with amendments to the conditions to include additional accents to building corners and to have roof top elements screened from view in all directions and to eliminate the four evergreen trees on the south side of the trash enclosure. The Board concurred with the recommendations and adopted Ordinance 2005-11-59, AN ORDINANCE REZONING PROPERTY FROM B-2 GENERAL RETAIL DISTRICT TO B-3 SERVICE DISTRICT – (LOT 14 PASQUINELLI'S 2ND RESUBDIVISION) and ORDINANCE 2005-11-60, AN ORDINANCE APPROVING A FINAL PLANNED UNIT DEVELOPMENT.

Approve purchase of Investigative vehicle:

The Board approved the purchase of a Dodge Grand Caravan SXT wit options for \$19,380.00 under the State of Illinois bid. The vendor is Bob Ridings, Inc. 931 Springfield Road, Taylorville, IL 62568.

Award of Contract-Kuhn Rd Sanitary abandonment:

The Board awarded a contract for the Kuhn Road Sanitary Sewer Abandonment to Interstate Road Contractors in the amount of \$5200.00. This project is a component of the 2004 Aztec Drive Sanitary Sewer Rehabilitation.

Waive Bids-Award Contract-2005 Pipe Underdrain Project:

The Board waived the bids for the 2005 Pipe Underdrain Project and awarded contracts to:
J&S Paving, Inc. – asphalt driveway work = \$650.00
Sarnelli Concrete – concrete sidewalk and driveways - \$3,271.68
AG VanGundy Landscape, Inc. – PVC pipe and restoration work - \$19,711.90

Financial Assistance Request – CS Arts:

The Board approved a one-time funding request to Carol Stream Arts. These funds will be supplies form unencumbered money in the Legislative Board budget.

Resolution 2160: Declare surplus property- computers:

The Board approved Resolution 2160, A RESOLUTION DECLARING SURPLUS PROPERTY OWNED BY THE VILLAGE OF CAROL STREAM. This electronic equipment will be given to Computers for Schools Organization.

Request for approval of temporary gravel parking lot-400 Fullerton Ave.:

The Board approved a request for a temporary gravel parking lot at 400 Fullerton Avenue in accordance with the conditions noted in the staff report by Village Planner Donald Bastian on November 1, 2005.

Regular Bills & Addendum Warrant of Bills:

The Board approved the payment of the Regular Bills in the amount of \$336,100.80.
The Board approved the payment of the Addendum Warrant of Bills in the amount of \$805,002.02.

REGULAR MEETING:

A Resolution supporting the formation of a local youth council:

Trustee Matt McCarthy introduced Ashley Elizabeth Crocello, Mallory Darlene Redinger, Sean Marcucci and Eric Booth as the inaugural members of the Carol Stream Youth Council. Each member gave a brief introductory statement and thanked the Village Board for allowing their participation.

Trustee McCarthy moved and Trustee Gieser made the second to adopt Resolution 2161, A RESOLUTION SUPPORTING THE FORMATION OF A LOCAL YOUTH COUNCIL.

Request for relief from use restrictions on Lot 10, Pasquinelli's Central Park:

William Shiner appeared before the Board and spoke on the original annexation agreement in regard to the commercial development of this property. He explained that amount of land that could be developed is less than any of the "big box" requirements. Mr. Shiner said that what he is proposing on the current development, if the restriction waiver is approved, is a total of 60,000 sq. ft. of building which is only 8,000 sq. ft. less than the original concept plan. He noted that as retail shopping centers evolve and change, it is shown that the non-retail tax generators still generate traffic to the sales tax generating stores. Mr. Shiner said that he is asking for the relief and he will live with the agreement as it is, but he is here at the request of a tenant who would like to occupy that building and is a sales tax generating operation. He said that he has told this

prospective tenant that he cannot build additional retail without getting some relief because it makes no sense with the vacancies now standing.

Trustee McCarthy asked why build more when there are current vacancies and Mr. Shiner said that because if there was not a restriction there would not be vacancies. Under the current restrictions he is not willing to take the risk of another commercial building.

Trustee Fenner commented that she understands the intent of what the Board was trying to do and she understands that the Board is aware that the Village needs revenue and if the restriction for only sales tax generating businesses would bring additional revenues to the Village and delay the imposition of a property tax. As a businesswoman, she said that she sees how this is stifling the developer's growth and noted that every strip mall/ shopping center has some type of non-sales tax generating use. Trustee Fenner said that her inclination is to be lenient on this, and she is willing to listen and to look at a proposal for use.

Mayor Ferraro asked how many sales tax generators there are and Mr. Shiner said that there is about 20,000 sq. ft. and there would be most of the 30,000 sq. ft. proposed building would be sales tax generating. He noted that the relief would be for future tenants as well current users.

Trustee Gieser asked if 50 % of that proposed building would be sales tax generators and Mr. Shiner said that it would be at least that and possibly more. Trustee Gieser said that he would agree with Trustee Fenner since it does make sense.

Mayor Ferraro commented that the Village has continued to give breaks for different reasons that have continuously taken away from the promised sales tax generation and he is upset that this development will not provide that 90% of the commercial development for sales tax generation.

Trustee Fenner moved and Trustee Gieser made the second to direct staff to prepare an ordinance amending the Planned Unit Development for Lot 10 of Pasquelli's Central Park Subdivision to allow non-tax revenue uses. The results of the roll call vote were:

Ayes:	3	Trustees McCarthy, Gieser and Fenner
Nays:	1	Trustee Saverino
Absent:	2	Trustees Stubbs and Shanahan

DuPage County ZBA Case #5164-05: Petition for Conditional Use for Religious Institution:

Mr. Breinig said that this is the piece of property on St. Charles Road, just west of the creek near Benjamin School. There is a house that has a drive out onto St. Charles Road. The Village received a notice late last week that there is a petition that will go before the County Zoning Board of Appeals to consider a Special Use for a Religious Institution. The position that the Village will take is consistent with what was done for Wheaton Bible Church. The propose use is inconsistent with our Future Land Use Plan and more importantly, they are proposing a conditional use, but nothing has been nothing received from the County in terms of what the site plan , how the site is intended to be used. There is a tremendous concern about traffic and things related to an institutional use that is being proposed. How is traffic proposed to generate, how will the traffic leave the site and get back onto the main streets, North Avenue, or Fair Oaks Road, etc. The hearing date is set for November 17, 2005 and they want comments from the Village by the 16th, so staff will follow-up with a Resolution to ratify that position at the next Board Meeting, but will present our objections and concerns to the County. The only document that has been presented is only a site plan of the existing property with nothing to explain how the site would be redeveloped. Bob Grees, Community Development Director said that he has tried to contact Benjamin School to see whether they had any comments they want to pass along to us for inclusion to our response.

Trustee Fenner asked if this is the parcel directly east of Benjamin School and was told that it is. She then commented that this would place it directly across from the existing Church, and

agreed that this would be a little further east of that existing church. Trustee Fenner said that she was told that the existing church has an average attendance of 800 people at their services and if this other church that is being proposed is as big, or close, there is the potential of 800 cars on St. Charles Road at the same time. In addition, when it is completely there will be the traffic generated by Wheaton Bible Church. Mr. Breinig said that the village is not opposed to the use in concept, there needs to be more information given. Trustee Fenner agreed, stating that everything has to be considered from service times to road improvements and what will be needed to accommodate the area.

Trustee Gieser said that the main objective here is that more information is needed, there is no opposition at this point, but there is a lot of information that needs to be brought forward.

Mr. Breinig stated that the objection would be based on the lack of information available for the Special Use request.

Mr. Glees said that he will advise the County of the objection noted, that there will be a formal resolution forthcoming and ask if there are any plans available for reviewing.

REPORT OF OFFICERS:

Mayor Ferraro said that next Tuesday he will be in Washington DC for the Homeland Security Task Force meeting. He thanked Trustee McCarthy for his work in establishing the Youth Council as well as thanking the students that are willing to participate and do the work.

Trustee McCarthy thanked the Mayor and fellow Trustees for the support that they have given him in working on this Youth Council. He thanked teacher Erica Bright-Parker for all of her help and the students for taking on this responsibility.

Trustee Saverino thanked Trustee McCarthy for bringing this about and working with these young people.

Trustee Fenner thanked the Cub Scouts for their participation as well as the students with the Youth Council and said that she is looking forward to working with all of them. She said that there are two more Trustees that are attempting to work with the electronic agenda, and even though this week's agenda was messed up, we are still one step closer to having a paperless agenda.

Trustee Gieser said that he is in favor of a paperless agenda. He thanked Trustee McCarthy for his work with the Youth Council and he thanked the Board for recognizing the Carol Stream Arts and making a financial contribution to keep it going. He recognized Carole Ellermeier, Rose Calkins, Joy Doll, and Suzanne Hlotke for their work. Trustee Gieser said that he wanted to commend Sue Hlotke for all of her volunteer work over the past 4 to 6 weeks in Houston with the survivors of Hurricane Katrina.

Mr. Breinig said that he and staff look forward to working with the Youth Council. He noted that the first meeting of the Stormwater Advisory Committee is Tuesday, November 8th at 7 p.m. There are a group of volunteers who will work with the Village to try to identify the needs of the Community for stormwater and how to prioritize those needs and fund them. Mr. Breinig said that the Christmas Sharing Program will be recognized with the Governor's Home Town Award for that project. He noted that the Police Honor Guard participated in a competition this week and placed very well. Chief Willing commented that the guard placed first in the event on retiring the colors and fell just short of receiving the Commander's Cup for the competition. He noted that our honor guard has put in a lot of hard work and effort and it showed in this competition.

Village Clerk Jan Koester thanked all of the parents for their support of the cub scouts and the Youth Council members.

Many parents of students from Jay Stream School were in attendance to make the Board aware of the Katrina relief dinner and talent show that raised \$4,400 for the victims of the hurricane.

Board and staff applauded the student's efforts.

Suzanne Hlotke said that the funds that were raised and given helped so much to give back to people who had lost everything were so appreciated by the people she worked with in Houston, TX. Money and donations gave these people the basics of everyday life and a reason to believe that things would get better. She said that she is proud of what the residents of Carol Stream have done and are doing to help these folks.


Mayor Ferraro and the Board said that they were proud and thank full that Suzanne took time out of her life to help with what needed to be done.

Trustee Gieser moved and Trustee Saverino made the second to move to Executive Session to discuss Collective Negotiating Matters and to adjourn directly from that session without taking further action. The results of the roll call vote were:

Ayes:	4	Trustees McCarthy, Gieser, Saverino, and Fenner
Nays:	0	
Absent:	2	Trustees Stubbs and Shanahan

FOR THE BOARD OF TRUSTEES

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: James T. Knudsen, Director of Engineering Services 
DATE: November 16, 2005
RE: Fair Oaks Road and Multi-Use Path Projects

The Village entered into an agreement with Earth Tech on April 25, 2005 to prepare contract plans and specifications for the above referenced project. At that time the project limits were established from Army Trail Road to North Avenue anticipating both the Village and the Wayne Township Road District (WTRD) would financially participate in the reconstruction of Fair Oaks Road and the installation of a multi-use path. The Village has requested WTRD to provide confirmation they would commit to the improvement of Fair Oaks Road. As of this writing they have not responded.

Presently, the northern section of Fair Oaks Road from Army Trail to Plum Grove Court is in bad condition and must be repaired soon. We've experienced previous delays with the DuPage Water Commission's proposed Trunk Line and can no longer afford more delays without negatively affecting the roadway condition and experiencing large maintenance cost. Combined with the fact that the WTRD has been unable to financially commit to the project, Engineering requested a supplemental agreement/change order to phase the project. Our consultant, Earth Tech provided us with a list of supplemental engineering services and an estimated fee of \$53,800. See attached. The existing contract rates and terms will remain in effect. Adequate funds exist in the CIP budget to cover these costs. Therefore, Staff recommends the approval of Change Order No. 1 in the amount of \$53,800.00 to Earth Tech for supplement engineering services to the Fair Oaks Road Improvement and Multi-Use Path Projects.

Cc: Stan Helgerson, Finance Director
William N. Cleveland, Assistant Village Engineer

CHANGE ORDER NO. 1

PROJECT: Fair Oaks Road Improvement

DATE OF ISSUANCE:

OWNER: Village of Carol Stream

CONTRACTOR: Earth Tech, Inc.

You are directed to make the following changes in the Contract Documents:

Description: Prepare a separate set of plans, specifications, and cost estimate for the 1st phase of the Fair Oaks Road improvement which will be from Army Trail Road to Plum Grove Court.

Purpose of Change Order: A separate construction contract will be initiated for the northern portion of the project, since construction funding is not available for the portions of the project that lie within Wayne Township.

Attachments:

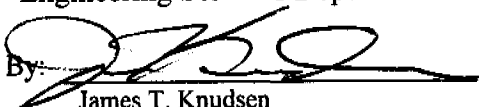
CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:	
Original Contract Price:	\$ 374,097	Original Contract Time:	Project completion Jan. 2006
Previous Change Orders: None	\$	Change from previous Change Orders:	Additional 2 months to prepare plans for additional contract.
Current Contract Price:	\$ 374,097	Current Contract Time:	Project completion March 2006
Net increase/(decrease) of this Change Order:	\$ 53,800	Net increase/(decrease) of this Change Order:	2 months
Contract Price with this Change Order:	\$ 427,897	Contract Time with this Change Order:	

Pursuant to Public Act 85-1295, the circumstances which necessitate this Change Order were not reasonably foreseeable at the time the Contract was signed, were not within the contemplation of the Contract as signed, and are in the best interest of the Village.


RECOMMENDED:
Engineering Services Dept.

APPROVED:
Village of Carol Stream

ACCEPTED:

By: 
James T. Knudsen
Director of Engineering Services

By: _____
Joseph Breinig
Village Manager

By: 
Preston W. Keefe
Earth Tech, Inc.
Dir. of Operations - IL
Transportation
Title

CHANGE ORDER NUMBER 1

November 9, 2005
Date

Earth Tech Project Number: 85753

Client Contract Number:

Project Title: Fair Oaks Road Improvement - Phase II Engineering

Client Name: Village of Carol Stream

Phone #: (630) 871-6220

Address: 500 N. Gary Avenue

Fax #: (630) 665-1064

City: Carol Stream

State: IL

Zip: 60188

CHANGE ORDER DESCRIPTION: See Appendix A for supplemental scope of services.

CONTRACT TIME:

Contract completion date prior to this Change Order:

Jan. 2006

Schedule Increase/Decrease by this Change Order:

2 months

Revised completion date including this Change Order:

March 2006

CONTRACT COST:

Contract Price prior to this Change Order:

\$ 374,097

Sum of all previous approved Change Orders

\$

Estimated Cost Increase/Decrease by this Change Order:

\$ 53,800

Revised Estimated Contract Price including this Change Order:

\$ 427,897

In all other respects, the Agreement remains the same.

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT

By:

Name (print): James Knudsen

Title: Village Engineer

Date: 11/16/05

By:

Name (print): Preston W. Keefe

Title: Director of Operations - Illinois
Transportation

Date: 11/9/05

APPENDIX A

SUPPLEMENTAL AGREEMENT

SCOPE OF SERVICES
FAIR OAKS ROAD IMPROVEMENT
ARMY TRAIL ROAD TO PLUM GROVE COURT
PHASE II ENGINEERING
VILLAGE OF CAROL STREAM

Under this supplemental agreement, engineering services will be provided to revise the project limits of the proposed Fair Oaks Road improvement. The original project scope and project limits were established under an engineering agreement between Earth Tech and the Village of Carol Stream dated April 25, 2005. Under this supplemental agreement, the contract plans and specifications will be modified to reflect the new improvement limits, which will be from Army Trail Road to Plum Grove Court. Two separate sets of construction documents will still be prepared for this project; one for the multi-use path only, and one for the remainder of the proposed Fair Oaks Road improvements.

A breakdown of the man-hours and fees associated with these supplemental engineering services is as follows:

<u>Task</u>	<u>Man-hours</u>	<u>Fee</u>
Revise plans & specifications	160	\$ 20,400
Revise drainage system and revise and re-submit storm water permits (2 permits – roadway and bike path)	230	\$ 25,200
Revise quantities and cost estimate	40	\$ 4,100
Revise bike path plans	<u>24</u>	<u>\$ 4,100</u>
<i>Total</i>	454 hours	\$ 53,800

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: William N. Cleveland, Assistant Village Engineer *WB*
DATE: November 16, 2005
RE: Award of Consultant Contract - Phase III Construction Services for Lies Road Bikeway

Engineering Services has received a proposal from TranSystems Corporation to provide construction management services for the referenced project. The construction costs of the bikeway are being funded by Surface Transportation Program monies, therefore special procedures and documentation is required beyond the expertise of Village staff.

TranSystems Corporation has been involved with the project since it's inception, by obtaining the funding, and preparing preliminary and final engineering plans. The cost estimate for consultant services is \$109,674.37, which is about 12% of the estimated cost of construction, typical for construction engineering. It is also within the budget established for these services of \$121,000 (\$20,000 for FY05-06 and \$101,000 for FY06-07).

Engineering staff therefore recommends that the Phase III Construction consultant contract be awarded to TranSystems Corporation for \$109,674.37. If you have any questions, please call me.

Cc: James T. Knudsen, Director of Engineering Services
Stan Helgerson, Finance Director

**AGREEMENT BETWEEN
VILLAGE OF CAROL STREAM and
TRANSYSTEMS CORPORATION
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made this _____ day of _____, 2005, by and between the VILLAGE OF CAROL STREAM (hereafter referred to as "CLIENT") and TRANSYSTEMS CORPORATION (hereafter referred to as "TRANSYSTEMS").

Whereas CLIENT intends to design and construct the following described project:

Lies Road Bike Path Improvement from Fair Oaks Road to Gary Avenue in the Village of Carol Stream, DuPage County, Illinois, as detailed in Exhibit A.

Whereas CLIENT desires to engage TRANSYSTEMS to provided and perform certain professional services in connection with the Project and TRANSYSTEMS desires to provide and perform said professional services, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and their mutual covenants hereinafter set forth, CLIENT and TRANSYSTEMS agree as follows:

**SECTION 1
BASIC SERVICES OF TRANSYSTEMS**

Section 1.1 Basic Services. In connection with the Project, TRANSYSTEMS shall provide for CLIENT the professional services and perform, furnish or obtain from others the work and services expressly described in, referred to and limited to those set forth in Exhibit A, attached hereto and incorporated herein by reference (collectively the "Basic Services"). TRANSYSTEMS shall provide the Basic Services for CLIENT in all phases of the Project to which this Agreement applies, all as more particularly set forth in Exhibit A.

Section 1.2 TRANSYSTEMS' Duties. In addition to the general duties, obligations and responsibilities set forth elsewhere in this Agreement, the specific duties and responsibilities of TRANSYSTEMS in performing the Basic Services under this Agreement are set forth in Exhibit A. In addition to the specific duties and responsibilities of TranSystems in performing the basic services under this Agreement as set forth in Exhibit A, the following specific provisions shall apply to TranSystems' duties.

SECTION 2
ADDITIONAL SERVICES OF TRANSYSTEMS

Section 2.1. Additional Services. In connection with the Project, TRANSYSTEMS may be called on to perform, provide, furnish or obtain from others services or work which are not part of, or are in addition to, the Basic Services ("Additional Services"). If authorized in writing by CLIENT and agreed to by TRANSYSTEMS, TRANSYSTEMS shall perform, provide, furnish or obtain from others the agreed upon Additional Services. TRANSYSTEMS shall not be obligated to perform, provide, furnish or obtain any Additional Services without the prior written authorization of CLIENT. Except to the extent expressly provided otherwise in Exhibit A or as otherwise agreed in writing by the parties hereto, compensation to TRANSYSTEMS for Additional Services will be paid for by CLIENT as indicated in Section 5.

Additional Services may be any service or work not included as part of the Basic Services and may include, but are not limited to, services or work in connection with environmental or funding assistance, investigations not specifically required herein, services resulting from changes in the scope, extent or character of the project providing renderings or computer models, services to develop alternate bids or sequencing of work, outside CONSULTANT services not specifically required herein, out-of-town travel, and preparing to serve or serving as a CONSULTANT or witness in any litigation, arbitration or other legal or administrative proceeding. "Basic Services" and "Additional Services" are sometimes collectively referred to herein as "Services".

Section 2.2 Changes in the Services.

Section 2.2.1 Agreed Upon Changes in the Services. It is the desire of the parties to keep changes in the Scope of Services at a minimum, but the parties recognize that such changes may become necessary and agree that CLIENT may initiate deletions, modifications or changes to the Services by advising TRANSYSTEMS in writing of the change believed to be necessary. As soon thereafter as practicable, TRANSYSTEMS shall prepare a cost estimate of the change and shall inform CLIENT of the adjustment in the compensation due TRANSYSTEMS under Section 5 hereof ("TRANSYSTEMS' Compensation") and/or the Completion Date set forth in Section 4 hereof, if any, applicable to such requested change. CLIENT shall then advise TRANSYSTEMS in writing of its approval or disapproval of the change. If CLIENT approves the change, a written contract amendment shall be executed by both parties and TRANSYSTEMS shall perform the Services as changed and the adjustment in TRANSYSTEMS' Compensation and/or the Completion Date set forth in the executed contract amendment shall become effective. TRANSYSTEMS may initiate changes in the Services by advising CLIENT in writing that in its opinion a change is necessary. If CLIENT approves, it shall so advise TRANSYSTEMS and, thereafter, the change shall be handled as if initiated by CLIENT. If a change is not approved, or if a written contract amendment is not executed, by both CLIENT and TRANSYSTEMS, the change shall not become effective and TRANSYSTEMS shall not be obligated to perform the change.

Section 2.2.2 Constructive Changes and Other Additional Costs. In the event of

(1) the CLIENT's addition to, modification or change of or deletion from the Services to be performed by TRANSYSTEMS (other than additions, modifications, changes or deletions handled through the provisions of Section 2.1 or Section 2.2.1 above); (2) a request for or approval from CLIENT of performance of Services in excess of TRANSYSTEMS' standard work day or work week or such shorter times as are provided by applicable collective bargaining agreements, or on a holiday customarily observed by TRANSYSTEMS; (3) the discovery of any subsurface or other conditions, which differ materially from those shown in or reasonably inferable from the documents or other information on which this Agreement is based and/or those ordinarily encountered and generally recognized as inherent in the locality of the Project; (4) a modification of applicable law by which TRANSYSTEMS is required to pay increased or additional taxes, government-regulated transportation costs, insurance or other amounts which are not required as of the date of this Agreement; (5) delay, suspension of, acceleration of or interference with, TRANSYSTEMS' performance of the Services by CLIENT or by any other person or entity including, but not limited to national, state or local governments; (6) wage, benefit or payroll tax increases due to governmental action or area agreements; (7) modification to or delay in furnishing design criteria or other information supplied by any person or entity, other than TRANSYSTEMS, if TRANSYSTEMS' performance of the Services under this Agreement depends upon such criteria or information; and/or (8) any other increase in TRANSYSTEMS' costs, or the time required for completion of the Services due to "Force Majeure Event" as set forth in Section 4 hereof, a change in applicable law or any other cause beyond TRANSYSTEMS' reasonable control, then the TRANSYSTEMS' Compensation and/or the Completion Date, if any, shall be equitably adjusted and TRANSYSTEMS shall be paid, and TRANSYSTEMS' Compensation shall be adjusted by, an amount equal to the additional costs to TRANSYSTEMS resulting therefrom.

SECTION 3 CLIENT'S RESPONSIBILITIES

Client shall do the following in a timely manner so as not to delay the performance of the Services by TRANSYSTEMS:

Section 3.1 Client Representative. Designate a person to act as Client's representative with respect to the Services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define CLIENT'S policies and decisions with respect to TRANSYSTEMS' Services for the Project.

Section 3.2 Project Information. Provide all criteria, all available information pertinent to the Project, and full information as to CLIENT'S requirements for the Project. CLIENT agrees that TRANSYSTEMS shall be entitled to rely upon the accuracy and completeness of all such information.

Section 3.3 Project Access. Arrange for access to and make all provisions for TRANSYSTEMS to enter upon public and private property as required for TRANSYSTEMS to perform services under this Agreement. All such access shall be provided without condition or restriction unacceptable to TRANSYSTEMS nor shall TRANSYSTEMS be required to indemnify or insure any third party as a condition to such access.

Section 3.4 Client Participation. Examine all studies, reports, sketches, drawings, specification, proposals, and other documents presented by TRANSYSTEMS, obtain advice of an attorney, insurance counselor and other CONSULTANT as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of TRANSYSTEMS.

Section 3.5 Notices. Give prompt written notice to TRANSYSTEMS whenever CLIENT observes or other wise becomes aware of any development that affects the scope or timing of TRANSYSTEMS' Services, or any defect or non-conformance in the Services by TRANSYSTEMS (or its independent professional associates or CONSULTANTS) or in the work of any contractor or other party performing or providing work or services in connection with the Project.

Section 3.6 Additional Services. When CLIENT deems it necessary or appropriate for Additional Services to be performed in connection with any phase of the Project, CLIENT shall furnish or direct TRANSYSTEMS to provide, Additional Services as stipulated in Section 2 of this Agreement or other services as required.

Section 3.7 Licenses, Permits, etc. Provide TRANSYSTEMS with any necessary governmental allocations or priorities, obtain all permits and licenses required to be taken out in the name of CLIENT which are necessary for the performance of the Services and, except where such permits, processes or licenses are by the terms of Exhibit A the responsibility of TRANSYSTEMS, obtain any permits, processes and other licenses which are required for the Project or the Services.

Section 3.8 Other Duties. Perform any other duties, obligations or responsibilities of the CLIENT set forth elsewhere in this Agreement, including, but not limited to, the obligation to make the payments called for under Section 5 hereof and perform any responsibilities and duties of the Client which may identified on Exhibit B, if any.

Section 3.14 Costs. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4
PERIODS OF SERVICE, COMPLETION DATE, FORCE MAJEURE

Section 4.1 Period of Service. The provisions of this Section 4 and the various rates of compensation for TRANSYSTEMS' Services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. TRANSYSTEMS' obligation to render Basic Services hereunder will extend for a period which may reasonably be required for the Project including any Additional Services, extra or changed work and required extensions thereto.

Section 4.2 Completion Date. TRANSYSTEMS Agrees to complete the Basic Services for the Phase III Engineering Services by August 11, 2006, (the "Completion Date"), based on a January 20, 2006, Notice to Proceed. If the Completion Date is exceeded through no fault of TRANSYSTEMS, all rates, measures and compensation provided herein shall be subject to equitable adjustment. The Completion Date (and TRANSYSTEMS' obligation to complete the Basic Services by such date) is subject to reasonable extensions for the performance of Additional Services, Constructive Changes or other extra work and is subject to reasonable extensions for a Force Majeure Event.

Section 4.3 Timeliness of Performance. The Client and TRANSYSTEMS are aware that many factors outside TRANSYSTEMS' control may affect TRANSYSTEMS' ability to complete the services to be provided under this Agreement. TRANSYSTEMS will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Section 4.4 Notice of Delay. If TRANSYSTEMS becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the Client, TRANSYSTEMS or any other cause beyond the control of TRANSYSTEMS, which will result in the schedule for performance of TRANSYSTEMS' services not being met, TRANSYSTEMS shall promptly notify the Client. If the Client becomes aware of any delays or other causes that will affect TRANSYSTEMS' schedule, the Client shall promptly notify TRANSYSTEMS. In either event, TRANSYSTEMS' schedule for performance of its services shall be equitably adjusted.

Section 4.5 Force Majeure. For purposes hereof, a "Force Majeure Event" shall mean the occurrence of a failure or delay due to circumstances beyond TRANSYSTEMS' control including, without limitation, acts of God, acts of a public enemy, fires, floods, earthquakes, wars, civil disturbances, sabotage, accidents, insurrection, blockages, embargoes, storms, explosions, catastrophes, epidemics, damage to the Project, lack of access to Project, unavailable utilities and power, water, labor disputes, CLIENT's failure to timely perform its obligations under this Agreement or other causes beyond TRANSYSTEMS' control.

SECTION 5 TRANSYSTEMS' COMPENSATION

Section 5.1 Compensation for Services and Expenses of TRANSYSTEMS in connection with Basic Services

Section 5.1.1 For Basic Services. As compensation for the performance of the Basic Services rendered by TRANSYSTEMS under Section 1, CLIENT shall pay TRANSYSTEMS, in accordance with the provisions of Section 5.4, as follows:

Cost Plus Fixed Fee Basis with a maximum Upper Limit of \$109,674.37 for Phase III Engineering Services, as detailed in Exhibit B.

Section 5.1.2 For Reimbursable Expenses in connection with Basic Services. In addition to payments provided for in paragraph 5.1.1, CLIENT shall pay TRANSYSTEMS for all "Reimbursable Expenses" incurred by TRANSYSTEMS in connection with the Basic Services at the rates or in amounts set forth on TRANSYSTEMS' Schedule of Rates and Expenses which is then in effect. For purposes of this Agreement, "Reimbursable Expenses" are those costs and expenses incurred by TRANSYSTEMS in connection with the performance of the Services under this Agreement, including, but not limited to, the costs and expenses incurred by TRANSYSTEMS for travel, reproduction, mailing costs, computer time, supplies and materials, taxes, transportation, telephone or communications, independent professional associates, CONSULTANTS, SUBCONSULTANTS and any other expense items which are described on TRANSYSTEMS' Schedule of Rates and Expenses which is then in effect.

Section 5.2 Compensation for Services and Expenses of TRANSYSTEMS in connection with Additional Services

Section 5.2.1 For Additional Services. As compensation for the performance of the Additional Services rendered by TRANSYSTEMS under Section 2, CLIENT shall pay TRANSYSTEMS, in accordance with the provisions of Section 5.4, as follows:

Additional Services of TRANSYSTEMS principals and employees engaged directly on the Project and rendered pursuant to Section 2, on the basis of TRANSYSTEMS' Schedule of Rates and Expenses then in effect.

Section 5.2.2 For Reimbursable Expenses in connection with Additional Services. In addition to payments provided for in paragraph 5.2.1., CLIENT shall pay TRANSYSTEMS for all Reimbursable Expenses incurred in connection with all Additional Services at the rates or in amounts set forth on TRANSYSTEMS' Schedule of Rates and Expenses in effect at the time such Additional Services are performed. For purposes hereof, "Reimbursable Expenses" are those costs and expenses incurred by TRANSYSTEMS in connection with the performance of the Services under this Agreement, including, but not limited to, the costs and expenses incurred by TRANSYSTEMS for travel, reproduction, mailing costs, computer time, supplies and materials, taxes, transportation, telephone or communications, independent professional associates, CONSULTANTS, SUBCONSULTANTS and any other expense items which are described on TRANSYSTEMS' then current Schedule of Rates and Expenses.

Section 5.3 TranSystems' Schedule of Rates and Expenses. TRANSYSTEMS' initial Schedule of Rates and Expenses as set forth in Exhibit B. The rates and expense provisions set forth on this initial Schedule of Rates and Expenses shall be the rates and expense provisions in effect from the date of this Agreement until March 31, 2007. TRANSYSTEMS will revise the Schedule of Rates and Expenses annually and will submit the revised Schedule of Rates and Expenses to CLIENT in March of each year that this Agreement is in effect and such revised Schedule of Rates and Expenses shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on April 1st of the next calendar year.

Section 5.4 Monthly Invoices. TRANSYSTEMS shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon the amount of time spent and costs and expenses incurred by TRANSYSTEMS during the period covered by each such statement. CLIENT shall make prompt monthly payments in response to TRANSYSTEMS' monthly statements.

Section 5.5 Other Provisions Concerning Payments.

Section 5.5.1 Interest, Suspension of Services. If CLIENT fails to make any payment due TRANSYSTEMS for services and expenses within thirty (30) days after receipt of TRANSYSTEMS' statement therefor, TRANSYSTEMS shall be entitled interest on the unpaid amounts due TRANSYSTEMS at the lesser of: i) 1.5 % per month; or, ii) the highest rate of interest allowed under applicable law. The entire unpaid balance due TRANSYSTEMS shall bear said rate of interest from the thirtieth day after CLIENT's receipt of TRANSYSTEMS' statement, until the entire unpaid balance has been paid to TRANSYSTEMS. In addition to being entitled to interest, TRANSYSTEMS may, after giving seven (7) days written notice to CLIENT, suspend services under this Agreement until TRANSYSTEMS has been paid in full all amounts due for Services, expenses, and charges.

Section 5.5.2 Payments after Termination by Client. In the event of termination by CLIENT under paragraph 7.1 upon the completion of any phase of the Basic Services, payments due TRANSYSTEMS for all Services rendered and expenses incurred through such phase shall constitute total payment for such Basic Services. In the event of such termination by CLIENT during any phase of the Basic Services, TRANSYSTEMS will be paid for Services rendered and expenses incurred during that phase through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses. In the event of any such termination (whether at the completion of a phase or otherwise), TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and CONSULTANTS employed by TRANSYSTEMS to render Basic Services or Additional Services and all reasonable demobilization costs incurred by TRANSYSTEMS, including any cancellation charges by independent professional associates, CONSULTANTS and others performing or furnishing Services on the Project through TRANSYSTEMS, and TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

Section 5.5.3 Payments after Termination by TranSystems. In the event of termination by TRANSYSTEMS under paragraph 7.1, TRANSYSTEMS will be paid for all Services rendered and expenses incurred during that phase through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses. In addition, TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and CONSULTANTS employed by TRANSYSTEMS to render Basic Services or Additional Services and all reasonable demobilization costs incurred by TRANSYSTEMS, including any cancellation charges by independent professional associates, CONSULTANTS and others performing or furnishing Services on the Project through TRANSYSTEMS, and TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

Section 5.5.4 Records. Records of TRANSYSTEMS' salary costs pertinent to TRANSYSTEMS' compensation under this Agreement will be kept in accordance with generally accepted accounting practices. If Client desires to have copies of such records, copies will be made available to CLIENT upon Client's request prior to final payment for TRANSYSTEMS' services. TRANSYSTEMS shall be reimbursed the cost of any such copies by CLIENT.

Section 5.5.5 Cost Factors. Whenever a factor is applied to salary costs or other expenses in determining compensation payable to TRANSYSTEMS that factor will be adjusted periodically and equitably to reflect changes in the various elements that comprise such factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by TRANSYSTEMS and consistent with TRANSYSTEMS' overall compensation practices and procedures.

SECTION 6 OPINIONS OF COST AND SCHEDULE

Section 6.1 Opinions of Cost and Schedule. Since TRANSYSTEMS has no control over the cost of labor, materials, equipment or services furnished by others, or over the resources provided by others to meet construction or other Project schedules, or over the methods of others in determining prices, or over competitive bidding or market conditions, TRANSYSTEMS' opinions of probable costs (including probable Total Project Costs and Construction Cost) and of Project schedules shall be made on the basis of TRANSYSTEMS' experience and qualifications and represent TRANSYSTEMS' best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but TRANSYSTEMS cannot and does not guarantee that proposals, bids or actual Project costs (including Total Project Costs or Construction Costs) will not vary from opinions of probable cost prepared by TRANSYSTEMS or that actual schedules will not vary from the projected schedules prepared by TRANSYSTEMS. TRANSYSTEMS makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from TransSystems' opinion of probable construction cost.

SECTION 7 GENERAL CONSIDERATIONS

Section 7.1 Termination. The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Section 7.1.1 Replacement of TranSystems. If TRANSYSTEMS for any reason is not allowed to complete all the services called for by this Agreement, TRANSYSTEMS shall not be held responsible for the accuracy, completeness or constructability of the construction documents prepared by TRANSYSTEMS if used, changed or completed by the Client or by another party. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS, its officers, directors, employees and subconsultants (collectively, TRANSYSTEMS) from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from such use, change or completion by any other party of any construction documents prepared by TRANSYSTEMS.

Section 7.2 Reuse of Documents. All documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and CONSULTANTS) pursuant to this Agreement, including, but not limited to Drawings and Specifications, are instruments of service in respect of the Project and TRANSYSTEMS shall retain an ownership and property interest therein whether or not the Project is completed. Provided, however, that such documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by TRANSYSTEMS for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to TRANSYSTEMS, or to TRANSYSTEMS' independent professional associates or CONSULTANTS, and CLIENT does hereby, to the fullest extent permitted by law, indemnify and hold harmless TRANSYSTEMS, TRANSYSTEMS' officers, employees and agents and TRANSYSTEMS' independent professional associates and CONSULTANTS from all claims, suits, demands, damages, liabilities, losses, expenses and costs, including but not limited to reasonable attorney's fees and other costs of defense, arising out of or resulting therefrom. The provisions of this Section 7.2 shall survive the termination of this Agreement.

Section 7.3 Delivery of Electronic Files. In the event that Client requests any electronic deliverables under this agreement, TRANSYSTEMS and Client shall execute a separate CADD agreement. Otherwise, in accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by TRANSYSTEMS, the Client agrees that all such electronic files are instruments of service of TRANSYSTEMS, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of TRANSYSTEMS. The Client further agrees to waive all claims against TRANSYSTEMS resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than TRANSYSTEMS.

Electronic files furnished by either party shall be subject to an acceptance period of sixty (60) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by TRANSYSTEMS and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS, its officers, directors, employees and subconsultants (collectively, TRANSYSTEMS) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than TRANSYSTEMS or from any reuse of the electronic files without the prior written consent of TRANSYSTEMS.

Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by TRANSYSTEMS, and TRANSYSTEMS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall TRANSYSTEMS be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

Section 7.4 Standard of Practice, Warranties. Services performed by the TRANSYSTEMS under this Agreement will be conducted in a manner consistent with the level of care, diligence and skill ordinarily possessed and exercised by members of the profession currently practicing in the same locality under similar conditions. Except as expressly set forth above, no other representations, expressed or implied, and no warranty or guarantee, express or implied, is included in this Agreement, or in any document, drawing, sketch, study, analysis, schedule, estimate, report, opinion, specification and other item prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and TRANSYSTEMSs) pursuant to this Agreement.

Section 7.5 Limitation of Responsibility, Job Site Safety/Techniques. Neither the professional activities of TRANSYSTEMS, nor the presence of TRANSYSTEMS or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. TRANSYSTEMS and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, TRANSYSTEMS and the TRANSYSTEMS' subconsultants shall be indemnified by the General Contractor and shall be made

additional insureds under the General Contractor's policies of general liability insurance. In addition, TranSystems shall not be responsible for (i) the failure of any other project party to fulfill their respective contractual responsibilities and obligations to client or to comply with Federal, State or local laws, rules, regulations or codes; (ii) for the schedules of any of the other project parties or the failure of any of the other project parties to carry out their work in accordance with their respective agreements. TranSystems shall not have control over or charge of and shall not be responsible for acts or omissions of the other project parties, or their agents or employees, or of any other persons performing portions of the work on the project.

Section 7.6 Insurance.

Section 7.6.1 TranSystems Insurance. TRANSYSTEMS shall maintain throughout the duration of this Agreement insurance in the following amounts and will, upon request of the CLIENT furnish a copy of certification thereof:

- (a) Worker's Compensation and Employer's Liability
Worker's Compensation Statutory
Employer's Liability
\$500,000/\$500,000/\$500,000
- (b) Comprehensive Automobile Liability
\$1,000,000 combined single limit Bodily Injury and Property Damage
- (c) Comprehensive General Liability
\$1,000,000 - per occurrence
\$2,000,000 - annual aggregate
\$2,000,000 - product / completed operations per occurrence
\$1,000,000 - personal injury / advertising liability
- (d) Umbrella/Excess Liability
\$1,000,000 - per occurrence
\$1,000,000 - annual aggregate
- (e) Professional Liability Insurance in an amount of \$1,000,000 per claim and annual aggregate.

Section 7.6.2 Client Insurance. If, pursuant to the provisions of Exhibit B, CLIENT is required to obtain certain insurance coverages, CLIENT agrees to obtain and maintain throughout the duration of this Agreement (or, as applicable, cause its contractors to obtain and maintain) such insurance in the coverages and the amounts specified on Exhibit B. CLIENT will furnish TRANSYSTEMS with a copy of certification of such insurance. TRANSYSTEMS' interests shall be covered under any such insurance coverage.

Section 7.7 Liability and Indemnification.

Section 7.7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and TRANSYSTEMS' Compensation for the performance of the Services, and in consideration of the promises contained in this Agreement, CLIENT and TRANSYSTEMS agree to allocate and limit such liabilities in accordance with the provisions of this Section 7.7.

Section 7.7.2 TranSystems Indemnification.

TRANSYSTEMS agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by TRANSYSTEMS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom TRANSYSTEMS is legally liable. TRANSYSTEMS is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

Section 7.7.3 Client Indemnification. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold TRANSYSTEMS harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors or omissions and those of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable, and arising from the project that is the subject of this Agreement. The CLIENT is not obligated to indemnify TRANSYSTEMS in any manner whatsoever for TRANSYSTEMS' own negligence.

Section 7.7.4 Contractors Indemnification. CLIENT agrees to cause each of its other contractors on the Project to include an indemnification provision in CLIENT'S contract with each such contractor that indemnifies and holds harmless TRANSYSTEMS and any of its officers or employees from all loss, damage, cost or expense to the extent caused by such contractors (or its employees or subcontractors) negligence or willful misconduct.

Section 7.7.5 Employee Claims. TRANSYSTEMS shall indemnify CLIENT against any loss, damage, cost or expense arising out of claims by TRANSYSTEMS' employees (unless such claim arises out of or as a result of the negligence of CLIENT, its employees, agents or contractors). CLIENT shall indemnify TRANSYSTEMS against any loss, damage, cost or expense arising out of claims by CLIENT'S employees (unless such claim arises out of or as a result of the negligence of TRANSYSTEMS, its employees, agents or subcontractors).

Section 7.7.6 Consequential Damages. To the fullest extent permitted by law, TRANSYSTEMS shall not, in any event, be liable to CLIENT for any special, indirect, incidental or consequential damages, including, but not limited to, damages from delay, distribution, loss of product, loss of use, loss of profits or revenue or increased cost of operation, the cost of capital or the cost of purchased or replacement equipment, systems or power.

Section 7.7.7 Limitation of Liability. To the fullest extent permitted by law, TRANSYSTEMS' total liability to CLIENT for all claims, losses, damages and expenses resulting or arising in any way from the performance of the Services (including TRANSYSTEMS' indemnity obligations hereunder) shall not exceed the total compensation received by TRANSYSTEMS under this Agreement or the limits of any professional liability requirements set forth in Section 7.6.1(e) whichever is less.

Section 7.7.8 Survival. The terms and conditions of this Section 7.7 shall survive the termination of this Agreement and/or the completion of the Services.

Section 7.7.9 Betterment. If, due to TRANSYSTEMS's negligence, a required item or component of the Project is omitted from TRANSYSTEMS's construction documents, TRANSYSTEMS shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will TRANSYSTEMS be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Section 7.7.10 Protection From Supplanting Consultant. In consideration of the risks and rewards involved in this Project, the Client agrees, to the maximum extent permitted by law, to indemnify and hold harmless TRANSYSTEMS from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from any negligent acts, errors or omissions by any prior consultants employed by the Client on this project and from any claims of copyright or patent infringement by TRANSYSTEMS arising from the use of any documents prepared or provided by the Client or any prior consultants of the Client. The Client warrants that any documents provided to TRANSYSTEMS by the Client or by the prior consultants may be relied upon as to their accuracy and completeness without independent investigation by the supplanting consultant and that the Client has the right to provide such documents to the supplanting consultant free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property.

SECTION 8 SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

Section 8.1 Special Provisions. This Agreement is subject to no special provisions or [Add applicable sections from "Additional/Alternate contract terms"]

Section 8.2 Contract Documents. This Agreement consists of this contract document and the following Exhibits and Schedules, which are attached to and made a part of this Agreement:

- Exhibit A – Scope of Services
- Exhibit B – Cost Estimate of Consultant Services
- Exhibit C – Project Schedule

Section 8.3 Entire Agreement. This Agreement together with the Exhibits and Schedules identified above constitute the entire agreement between CLIENT and TRANSYSTEMS and supersede all prior written or oral understandings. This Agreement and said Exhibits and Schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or TRANSYSTEMS. TRANSYSTEMS' services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against TRANSYSTEMS because of this Agreement or the performance or nonperformance of services hereunder. The Client and TRANSYSTEMS agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the Consultant's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

Section 8.4 Hazardous Materials. Unless otherwise provided in this Agreement, TRANSYSTEMS shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site. However, TRANSYSTEMS shall report to CLIENT the presence and location of any hazardous material which it notices or which an engineer of similar skill and experience should have noticed.

Section 8.5 Attorneys Fees. In the event that either party hereto employs an attorney to enforce any provision of this Agreement or to collect damages for default or breach of this Agreement, or pursue claims in litigation or arbitration, the prevailing party in any such action shall be entitled to recover from the other such attorneys' fees and costs of collection as the prevailing party may expend or incur with respect thereto. In the event that a settlement is reached between the parties before a final decision in any such litigation or arbitration, then neither party shall be entitled to recover its attorneys fees or costs from the other and neither party shall be responsible for the other party's attorney's fees or costs, unless otherwise agreed by the parties.

Section 8.6 Disputes. In the event a dispute arises between TRANSYSTEMS and CLIENT regarding the application or interpretation of any provision of this Agreement, or quality of Services by TRANSYSTEMS, the aggrieved party shall promptly notify the other party to this Agreement of the dispute, but in no event more than 20 days after such dispute arises. If the parties fail to resolve the dispute within 20 days after receipt of such notice, each party shall, within five days thereafter, proceed to non-binding mediation, with each party to bear its own costs and attorneys' fees (except as otherwise provided in Section 8,5 above) and the parties shall share equally in the cost of the mediator. In the event that the mediation is unsuccessful, the aggrieved party may elect to litigate its dispute with the other party. All disputes shall be governed by the laws of the State of Missouri and the jurisdiction and venue for litigation between the parties shall be solely and exclusively in Jackson County, Missouri, or the United States District Court for the Western District of Missouri.

It is intended by the parties to this Agreement that TRANSYSTEMS' services in connection with the Project shall not subject TRANSYSTEMS' individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against TRANSYSTEMS, an interstate corporation, and not against any of TRANSYSTEMS' individual employees, officers or directors.

Section 8.7 Independent Contractor. TRANSYSTEMS shall be an independent contractor with respect to the Services to be performed hereunder. Neither TRANSYSTEMS, nor its independent professional associates, CONSULTANTS or subcontractors, nor the employees of any of the foregoing, shall be deemed to be the servants, employees or agents of CLIENT.

Section 8.8 Representations and Remedies. TRANSYSTEMS makes no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth herein. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. The parties' rights, liabilities, responsibilities and remedies with respect to the Services, whether in contract or otherwise, shall be exclusively those expressly set forth in this Agreement.

Section 8.9 Assignment, Subcontractors. This Agreement shall not be assignable by either party without the prior written consent of the other party hereto, except that it may be assigned without such consent to the successor of either party, or to a person, firm or corporation acquiring all or substantially all of the business assets of such party or to a wholly owned subsidiary of either party, but such assignment shall not relieve the assigning party of any of its obligations under this Agreement. No assignment of this Agreement shall be valid until this Agreement shall have been assumed by the assignee. This Agreement shall be binding upon and shall inure to the benefit of the TRANSYSTEMS' and CLIENT's respective successors and assigns. Nothing in this Section 8.9 shall prevent or be deemed to prevent TRANSYSTEMS from employing, contracting with or engaging independent professional associates, CONSULTANTS and other subcontractors to perform or assist in the performance of the Services.

Section 8.10 Notices. All notices or communications pertaining to this Agreement shall be in writing and shall be sufficient when mailed or delivered to the address specified below:

If to CLIENT:

Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL 60188-1899

Attention: Mr. James T. Knudsen, Director of Engineering Services

If to TRANSYSTEMS:

TranSystems Corporation
1051 Perimeter Drive, Suite 1025
Schaumburg, IL 60173-5058

Attention: Mr. Todd S. Bright, Vice President

Nothing in this Section 8.10 shall be construed to restrict the transmission of routine

communications between representatives of CLIENT and TRANSYSTEMS.

Section 8.11 Interpretation.

(a) This Agreement shall be governed by and interpreted in accordance with the laws of Missouri.

(b) Headings and titles of sections, paragraphs and other subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this Agreement must be in writing and executed by duly authorized representatives of each party.

(c) Unless specifically stated to the contrary therein, indemnities against, releases from and limitations on liability expressed in this Agreement shall apply even in the event of the fault, negligence or strict liability of the party indemnified or released or whose liability is limited and shall extend to the officers, directors, employees, agents, licensors and related entities of such party.

(d) In the event that any portion or all of this Agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to reach an equitable agreement which shall effect the intent of the parties as set forth in this Agreement.

Section 8.12 Certificates, Guarantees And Warranties. TRANSYSTEMS shall not be required to sign any documents, no matter by whom requested, that would result in TRANSYSTEMS having to certify, guarantee or warrant the existence of conditions whose existence TRANSYSTEMS cannot ascertain. The Client also agrees not to make resolution of any dispute with TRANSYSTEMS or payment of any amount due to TRANSYSTEMS in any way contingent upon TRANSYSTEMS signing any such certification.

As used herein, the word "certify" shall mean an expression of TRANSYSTEMS' professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by TRANSYSTEMS.

Section 8.13 Execution of Documents. TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the TRANSYSTEMS' risk or the availability or cost of its professional or general liability insurance.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of
the _____ day of _____ 2005.

VILLAGE OF CAROL STREAM

By: _____
Printed Name: _____
Title: _____

ATTEST:

By: _____
Printed Name: _____
Title: _____

TRANSYSTEMS CORPORATION

By: Todd S. Bright
Printed Name: Todd S. Bright
Title: Vice President

By: Robert L. Peters
Printed Name: Robert L. Peters
Title: Assistant Vice President

EXHIBIT A

Scope of Services

SCOPE OF CONSTRUCTION ENGINEERING SERVICES

Lies Road Bike Path Improvement Project

TranSystems Corporation (TS) and S.T.A.T.E. Testing, L.L.C. (S.T.A.T.E.) will provide Construction Engineering services for the Lies Road Bike Path Improvement Project. The scope of services and responsible party are identified below:

Phase III Engineering

- A. Daily construction observation and material testing services meeting Village and Illinois Department of Transportation (IDOT) procedures and standards. (TS & S.T.A.T.E.)
- B. Provide coordination between the Village of Carol Stream, IDOT, and the contractor throughout the project, including holding weekly meetings, as required. (TS)
- C. Review shop drawings and catalog cuts for conformance with Contract documents.
- D. Observation of all materials when observation is not provided at the sources and submit observation reports to the Village. (S.T.A.T.E. & TS)
- E. Observe, document, and inform the Village of the opinion of the adequacy of the establishment and maintenance of the traffic control including pedestrian activity. (TS)
- F. Geometric control including all construction staking and layouts, when not provided for in the construction contract. (TS)
- G. Quality control in the construction work in progress and the enforcement of the contract provisions in accordance with the IDOT Construction Manual. (TS)
- H. Measurement and computation of pay items. (TS)
- I. Maintain a daily and weekly record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work. (TS)
- J. Preparation and submission to the Village in the required form and number of copies, all partial and final payment estimates, changes orders, records, documentation, and reports required by the Village. (TS)
- K. Coordinate a final inspection and prepare the recommendation for final acceptance of the project.
- L. Quarter size "Red Line" revision of contract drawings to reflect record conditions. (TS).

SCOPE OF CONSTRUCTION ENGINEERING SERVICES

Lies Road Bike Path Improvement Project

- M. Provide Construction Manager to provide guidance to field personnel as to Contract requirements and daily documentation. (TS)

EXHIBIT B

Cost Estimate of Consultant Services

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME TranSystems Corporation
PRIME/SUPPLEMENT Prime

DATE 11/02/05
PTB NO. _____

CONTRACT TERM _____ MONTHS
START DATE 1/20/2006
RAISE DATE 4/1/2006

OVERHEAD RATE 156.93%
COMPLEXITY FACTOR 0
% OF RAISE 5.00%

ESCALATION PER YEAR

1/20/2006 - 4/1/2006

4/2/2006 - 10/1/2006

2
8

6
8

= 25.00%
= 1.0375

78.75%

3.75%

The total escalation for this project would be:

DIRECT COST SUMMARY

ROUTE: F.A.U. Route 1375 (Lies Road)
 SECTION: 04-00046-00-BT
 PROJECT: Lies Road Bicycle Path Improvement
 COUNTY: DuPage
 JOB NO.: _____

Firm: TranSystems Corporation
 Date: November 2, 2005

	In-House	Outside Direct Cost
1. <u>Construction Observation</u>		
Vehicle		
113 days @ \$36.00 / Day	\$ 4,068.00	\$ -
Blueline Reproductions - 24"x36"		
117 sheets @ \$0.80 /sheet	\$ -	\$ 94
Photocopies - 8"x10"		
sheets @ \$0.10 /sheet	\$ -	\$ -
Photocopies - 11"x17"		
0 sheets @ \$0.15 /sheet	\$ -	\$ -
Mylar Reproductions - 24"x36"		
39 sheets @ \$9.00 /sheet	\$ -	\$ 351
SUBTOTAL	\$ 4,068	\$ 445
2. <u>Admin. & Management</u>		
Photocopies - 8"x10"		
0 sheets @ \$0.10 /sheet	\$ -	\$ -
SUBTOTAL	\$ -	\$ -
TOTAL DIRECT COSTS	\$ 4,068	\$ 445

SERVICES BY OTHERS SUMMARY

ROUTE: F.A.U. Route 1375 (Lies Road)
SECTION: 04-00046-00-BT
PROJECT: Lies Road Bicycle Path Improvement
COUNTY: DuPage
JOB NO.: _____

Firm: TranSystems Corporation

Date: November 2, 2005

1. Construction Observation

S.T.A.T.E. Testing, L.L.C.
(Material Inspection)

\$ 3,634.00

SUBTOTAL \$ 3,634.00

2. Admin. & Management

SUBTOTAL \$ -

TOTAL SERVICES BY OTHERS COSTS \$ 3,634.00



S.T.A.T.E. Testing, L.L.C.
 Proposal for:

Village of Carol Stream
 Fair Oaks Road to Veteran's Park
 Bicycle Path Improvement

Direct Labor - HMA

Item	Technician	Days ¹	Rate	Total
Surface Low ESAL	Level I	2	\$75.00	\$1,200
Subgrade/Base Compaction	Level I	1	\$75.00	\$600

Note 1. Based on 8-hour workday, unless otherwise noted.

Direct Cost - HMA

Item	Unit	Cost	Total
Core	8	\$41.00	\$328.00
Vehicle	3	\$38.00	\$114.00

Direct Labor - PCC and Aggregate

Item	Technician	Hours	Rate	Total
Curb Sidewalk/Ramps- PCC	PCC I	12	\$75.00	\$900

Direct Cost - PCC and Aggregate

Item	Unit	Cost	Total
Cylinders	12	\$15.00	\$180.00
Standard Proctor	1	\$175.00	\$175.00
Gradations	1	\$99.00	\$99.00
Vehicle	3	\$38.00	\$114.00

Total all Testing = \$3,634.00

Based on Closed-Shop labor

ALL LABORATORY TESTING IS PERFORMED IN ACCORDANCE WITH ASTM AND/OR AASHTO TEST METHODS.
 NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, IS MADE OR INTENDED

COPIES OF ALL I.D.O.T, ASTM, AMRL, NIST, AND AASHTO CERTIFICATES OF ACCREDITATION ARE
 AVAILABLE UPON REQUEST.



MANHOUR UTILIZATION WORKSHEET

ROUTE: F.A.U. Route 1375 (Lisp Road)
 SECTION: 04-00048-00-BT
 PROJECT: Lisp Road Bicycle Path Improvement
 COUNTY: DuPage
 JOB NO.: _____

Firm: TranSystems Corporation

Date: November 2, 2005

TASK CONSTRUCTION OBSERVATION		PRINCIPAL	PROJECT MANAGER	CHIEF STRUCTURAL ENGINEER	PROJECT ENGINEER	CONSTRUCTIO N MANAGER	RESIDENT INSPECTOR	AST. RESIDENT INSPECTOR	SR. INSPECTOR	LAND SURVEYOR	SURVEY CREW CHIEF	ROD MAN	CAD TECHNICIAN	TOTAL HOURS
1	CONSTRUCTION OBSERVATION					2	2							6
1.1	SUBTOTAL	0	2	0	0	2	2	0	0	0	0	0	0	6
2	CONSTRUCTION OBSERVATION													
2.1	Structural Plans													0
2.2	Electrical - Catalog Cuts				2									2
2.3	Misc. Review													0
	SUBTOTAL	0	0	0	2	0	0	0	0	0	0	0	0	0
3	CONSTRUCTION OBSERVATION													
3.1	Before Cross Sections									4	20	20		44
3.2	After Cross Sections									4	20	20		44
3.3	Quantity Calculation						2	12						14
	SUBTOTAL	0	0	0	0	0	2	12	0	8	40	40	0	104
4	CONSTRUCTION OBSERVATION													
4.1	Center Line and Stationing													0
4.2	Row / Easement Layout									8	20	20		48
4.3	Drainage Structure Layout													0
4.4	Sanitary Sewer Layout													0
4.5	Watermain Layout													0
4.6	Pavement/ Curb Layout									8	20	20		48
4.7	Structural Layout													0
4.8	Pavement Marking and Signs Layout													0
4.9	Lighting Layout													0
4.10	Electrical Utility Layout													0
4.11	Misc. Layout						8			2	8	8		26
4.12	Removal Limits						4							4
	SUBTOTAL	0	0	0	0	0	12	0	0	18	48	48	0	126
5	CONSTRUCTION OBSERVATION													
5.1	Observation and Records					16	576	40						632
5.2	Weekly Meeting					4	8							12
5.3	Pay Estimates						8							8
5.4	Final Quantities						140							140
	SUBTOTAL	0	0	0	0	20	732	40	0	0	0	0	0	792
6	RECORD DRAWINGS													
6.1	RECORD DRAWINGS						4						4	8
	SUBTOTAL	0	0	0	0	0	4	0	0	0	0	0	4	8
CONSTRUCTION OBSERVATION		0	2	0	2	22	752	52	0	26	88	88	4	1036
TASK ADMIN / MANAGEMENT		PRINCIPAL	SR. PROJECT MANAGER	CHIEF STRUCTURAL ENGINEER	PROJECT ENGINEER	CONSTRUCTION MANAGER	RESIDENT INSPECTOR	CONSTRUCTION INSPECTOR	SURVEY CREW CHIEF	INSTRUMENT MAN	ROD MAN	CAD TECHNICIAN	CLERICAL	TOTAL HOURS
7	MEETING					4								4
	SUBTOTAL	0	0	0	0	2	0	0	0	0	0	0	0	4
8	PROJECT MANAGEMENT					6								6
	SUBTOTAL	0	0	0	0	6	0	0	0	0	0	0	0	6
9	QUALITY CONTROL AND ASSURANCE					16								16
	SUBTOTAL	0	0	0	0	16	0	0	0	0	0	0	0	16
ADMIN / MANAGEMENT		0	0	0	0	24	0	0	0	0	0	0	0	24
TOTAL		0	2	0	2	46	752	52	0	26	88	88	4	1060
PERCENT PARTICIPATION		0.0%	0.2%	0.0%	0.2%	4.3%	70.9%	4.9%	0.0%	2.5%	8.3%	8.3%	0.4%	100.0%

EXHIBIT C
Project Schedule

Exhibit C

ROUTE: F.A.U. Route 1375 (Lies Road)
 SECTION: 04-00048-00-BT
 PROJECT: Lies Road Bicycle Path Improvement
 COUNTY: DuPage
 JOB NO.: _____

Date: November 2, 2005

MONTH	Nov-05	Dec-05	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Dec-06	TOTAL
NO. OF WEEK DAYS	0	0	0	0	10	21	21	22	0	0	0	0	0	0	74
NO. OF WEEKEND DAYS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL DAYS	0	0	0	0	10	21	21	22	0	0	0	0	0	0	74
TOTAL HOURS (8 HOURS/DAY)	0	0	0	0	80	168	168	176	0	0	0	0	0	0	592
TASK (HOURS PER TASK)															
1.0 PRE-CONSTRUCTION MEETING					6										6
2.0 SHOP DRAWING REVIEW					2										2
3.0 CROSS SECTIONS					44										102
4.0 LAYOUT/ LAYOUT					102	8	8	8	58						126
5.0 CONSTRUCTION OBSERVATION					95	183	183	191	120	20					792
6.0 RECORD DRAWINGS					2				8						8
7.0 MEETINGS AND COORDINATION					2										2
8.0 PROJECT MANAGEMENT					1	1	1	1	1	1					6
9.0 QUALITY CONTROL AND ASSURANCE					2	3	3	3	4	1					16
Total Hours	0	0	0	0	254	195	195	203	191	22	0	0	0	0	1060
7. Vehicle Days (Items 3,4 & 5)	0	0	0	0	21	23	23	24	19	3	0	0	0	0	113

Assumptions
 8 Hour work day

Anticipated Schedule
 Letting January 20, 2005
 Award March 6, 2005
 Begin Construction March 13, 2005
 Complete Construction June 30, 2006
 Finalize Documentation August 11, 2006

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: William N. Cleveland, Assistant Village Engineer

DATE: November 16, 2005

RE: Local Agency Agreement for Federal Participation –
Lies Road Bikeway

An agreement needs to be executed between the Village and the Illinois Department of Transportation, acting in accordance with the Federal Highway Administration's policies and procedures. This agreement establishes guidelines for the contract and funding of the project.

The current project cost estimate is \$809,900, of which \$607,425 is from FHWA funding and \$202,475 is from Village funding. Actual costs will be used in the final division of cost for billing and reimbursement.

By execution of the Agreement, the Village is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the Village's total cost.

Engineering staff therefore recommends the agreement be executed. If you have any questions, please call.

Cc: James T. Knudsen, Director of Engineering Services
Stan Helgerson, Finance Director

Village of Carol Stream
INTERDEPARTMENTAL MEMO

TO: Mayor & Trustees
FROM: Joseph E. Breinig, Village Manager
DATE: November 16, 2005
RE: Snow Removal Plan

Attached you will find the Snow Removal Plan updated for the 2005-06 winter season. The Plan is provided for information purposes, does not require action and is largely unchanged from last year. Changes include the cost of salt and some employee names among other minor changes.

Attachment

Village of Carol Stream

Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: John Turner, Director of Public Works

DATE: November 14, 2005

RE: Snow Removal Plan – 2005-2006

The Public Works Department has reviewed last year's snow removal operations plan and made the necessary modifications, due to changes that have occurred in the Village's service area, available equipment and manpower, general snow removal procedures, and certain Village policies that are applicable to wintertime operations. It is hoped that this plan will be informative to Village officials and the general public so as to provide an understanding of when, where, and in general, how snow removal operations will proceed.

SERVICE AREA:

The total service area for our snow removal operations will be approximately 102 street miles, or 612 plowing miles. There are 7 street segments (1.07 miles and 1 cul-de-sac) within our service area, which are still unaccepted; however, it is our intent to continue plowing all unaccepted areas under snow removal agreements with developers. A listing of unaccepted streets for which we propose to provide snow removal operations is attached for reference as Appendix A.

In order to handle the total service area effectively, the Public Works Department has divided the service area into 16 snow zones, in addition to the street priority system, which is in compliance with the Village's traffic ordinance. Fifteen of the 16 snow removal routes are geographical in nature, normally following the lines of major developments, with one of the routes being the minor arterial and collector streets of the Village (Fair Oaks, Lies, Kuhn and Morton, Thunderbird, Flint, Canyon, Birchbark, etc.).

SNOW REMOVAL OBJECTIVES AND BUDGETED SERVICE LEVELS:

The main objective of our snow removal program is to allocate sufficient manpower, equipment, and materials to our snow removal efforts to provide an "open road" objective. This objective is consistent with the approved Snow and Ice Removal Program identified in this year's Public Works, Street Division Budget. An "open road" objective provides that the street should be passable with only a reasonable amount of inconvenience, based upon the actual storm conditions, and should provide a safe driving surface, if reasonable driving caution is taken considering the weather conditions. An "open road" objective

should not be confused with a “bare pavement” objective, as a “bare pavement” objective would allocate increased manpower, equipment, and especially chemicals, to maintain bare pavement conditions on all streets, at all times during storm conditions.

Within the “open road” objective, the priority system is used to distinguish the difference in service levels that streets with different characteristics receive. The minor arterials are cleared to bare pavement as soon as possible. Plowing and salting are provided on a 24-hour a day, 7-day a week basis. On collector streets, such as Thunderbird, Canyon, Flint, Elk, Bluff, Munson, Spring Valley Drive, etc., we provide salting and plowing as necessary to maintain passability. However, curb-to-curb, bare pavement during the storm is not the main objective. On local streets, especially those with cul-de-sacs, we strive to maintain passability; however, salting is not provided, except for special conditions, and if passability is available, midnight to 4 A.M. plowing is not conducted.

Accumulations of up to 2 inches on the streets are a possibility during a 1-inch per hour snowfall. Due to the priority system, which has been established and budgeted for, if snow continues to accumulate over 6 inches, we must pull equipment from working on local streets to maintain passability on minor arterial and collector streets. This can cause accumulations of over 3 inches on some local streets and cul-de-sacs. Our goal is to have all streets cleared and curbed within 8 hours after a storm event.

The size of snow removal operations, in terms of equipment and drivers, is dependent upon the allowable snow accumulation and upon the intensity of the snowstorm. Our plan has been developed based on a 2-inch accumulation on streets, a 3-inch accumulation on cul-de-sacs and a storm-intensity of 1-inch per hour snowfall. An accumulation of 2 inches means that a truck must repeat its route every 2 hours. At a plow speed of 15-miles per hour, and the need to make 4 passes to clear the street, this calculates to a truck’s route being 7.5 miles in length, resulting in the need for about 14 trucks. Similar reasoning applies to cul-de-sacs, with an allowable accumulation of 3 inches. This results in a need for 26 trucks to clear our 315 cul-de-sacs and eyebrows. This totals 40 trucks and drivers needed to handle snow removal operations.

Our snow removal program is staffed by the 15 employees of the Public Works Department, to make up a crew of 1 supervisor and 14 drivers. For most plowing operations, we will also use 7 contractors to provide 26 additional snow removal vehicles. In reserve, we have additional Public Works employees from other divisions, who will be used to relieve our first-line drivers during long plow operations; plus, we have a number of additional contractors with specialty equipment, such as loaders and backhoes. The hourly rates vary, depending upon the plowing equipment provided, as shown on Appendix D. We have budgeted \$110,000 for contractual snow removal and have contracted (through State Bid) to purchase up to 2,764 tons of road salt at \$34.66 per ton, worth \$95,790.

SNOW REMOVAL PROCEDURES:

Scheduling:

Appendix B, C and D summarize the data concerning our snow removal operations. The 16 snow routes are indicated along with the equipment, employees, and contractors assigned to that route. Also, the Village's main plow equipment, reserve equipment, and the equipment available from the outside contractors are summarized.

Anti-icing procedures were implemented several years ago and have proven to be quite effective. Anti-icing procedures (also referred to as pre-salting or pre-wetting the streets) is a proactive approach to prevent the bond between snowfall and pavement, to expedite the plowing operations and minimize the use of salt. In the past, salt was added after snow began to accumulate to break the bond between the snow and the pavement.

The anti-icing is accomplished by spraying a liquid salt brine (salt dissolved in water) to the roadway prior to the commencement of a snowstorm or weather conditions that would present icing conditions. Anti-icing provides snow removal crews sufficient time to mobilize to add additional deicers as necessary. Demonstrations have shown that these procedures can actually reduce the overall utilization of road salt, which is not only a cost savings but an environmental advantage to reducing the amount of road salt runoff into the storm water system.

The Public Works Department will monitor the snowfall accumulation, and if it appears to be exceeding the melting capacity of the anti-icing procedures, salting operations will begin as they have in the past. Plowing operations normally begin as soon as snow begins to accumulate and will start on all snow routes concurrently. Contractors are called in for snow plowing operations in assigned snow removal routes throughout the Village, mainly on the side streets and cul-de-sac areas.

If snow removal operations start during the day and are expected to continue beyond a 14-hour shift because of forecasted snow accumulation, one-half of the crew leaves after a 10 hour shift to rest, then will return 4 hours later, at which time they will relieve other employees. Backup personnel are brought in as necessary. As mentioned earlier, removal operations on local streets that are passable, but not completely curbed, will cease at midnight so that the crews can concentrate on minor arterial and collector streets. If snow removal operations on local streets cease at midnight, crews will return between 5-6 A.M. If accumulation is expected to exceed 6 inches, we would utilize our reserve contractors and switch from some of our plowing vehicles to the endloaders for snow removal.

Cul-de-Sacs

Within the service area, the Village has approximately 315 cul-de-sacs and eyebrows on streets, which complicates and delays snow removal operations. One truck can clear about 4-6 cul-de-sacs per hour. Therefore, it takes 49-74 work hours to clear cul-de-sacs one time and one truck can only clean about 12

cul-de-sacs before having to start over again, if it is snowing at 1 inch per hour. The bulbs of cul-de-sacs will be plowed by pick-up trucks when snow accumulation reaches 1-2 inches or might be salted to remove snow if total accumulation is not to exceed 2 inches. The streets leading into the cul-de-sacs may be cleaned by larger trucks. We will be assigning more pickup trucks to cul-de-sac work and will try to keep the accumulation below 3 inches. After 3-4 inches, we would have to start bringing loaders in to start clearing some of the cul-de-sacs. With the deeper snowfalls, and especially in cul-de-sacs with many driveways and mailboxes, the use of loaders provides better stacking of the snow; however, the removal time increases.

Intersections, Corners and Bus Stops

During heavy accumulations of snow, the stacking of snow at intersections becomes a concern. The Public Works Department has identified the various intersections used by the school districts for bus stops. Every attempt is made during plowing operations to minimize the amount of snow stacked at these intersections. Additionally, as part of our cleanup operations during heavy accumulations of snow, we will return to these locations after streets have been cleared and push back the snow to improve visibility at the bus stop intersections and to provide an off street standing area.

Documentation

All data concerning plowing/salting operations is kept in a computerized database. An example of the data collected for each event is attached for reference.

WINTERTIME POLICIES:

The following wintertime policies and procedures have been developed by the Carol Stream Village Board and the staff in order to provide an effective snow removal operation.

1. By Village policy, the Village will not plow the Village sidewalks, even those leading towards school property. The Public Works Department will provide snow removal to sidewalks at Village facilities, such as the Village Hall, the Public Works Center, and the Town Center. We would hope that other governmental bodies, such as school districts and the park district, clear the sidewalks adjacent to their facilities.
2. By Village ordinance, no parking is allowed on streets after a 1-inch snowfall. This not only provides for more effective snow removal operations, but prevents possible damage to parked vehicles by snow removal vehicles. The Public Works Department will contact the Police Department when accumulation reaches 1-2 inches.
3. The Village will insure that all occupied streets are plowed, regardless of acceptance status.
4. By Village policy, the Village will not reimburse homeowners for damage to incorrectly-installed mailboxes caused by normal snow removal operations.

A properly installed roadside or street mailbox will normally not be damaged; however, many residents have installed their mailboxes with the face of the box or the pole extending over the curb line. In these cases, it is very difficult to prevent possible damage by either the plow or by the force of the snow as it leaves the plow.

5. Residents are encouraged to remove the snow around fire hydrants that might be along their property. During deep snowfalls, the Village will be equipping many hydrants with flags to indicate their location. Tampering with these flags will be considered a violation under Village ordinance, which prohibits tampering with any portion of the water distribution system.
6. On garbage collection days, residents are requested not to place their containers in the street, but to keep them on their driveway. The Village will not reimburse residents for any containers that are placed in the street and then damaged during snow removal operations.
7. Residents are not to use snowblowers to “blow” snow from driveways into the street. This can cause isolated slippery areas that are a safety hazard. It also results in a need for us to return to that area to clean up the mess of others, which just adds to the time and cost of snow removal operations. Snow removal operations can cost over \$2,000/hr.!

JAT:lm
att.

APPENDIX A

UNACCEPTED STREETS - 2004-2005

<i>SUBDIV</i>	<i>STREET</i>	<i>FROM</i>	<i>TO</i>	<i>LENGTH, Ft</i>	<i>CDS</i>
<i>Blue Ridge</i>					
	Blue Ridge Ct	end	end	150	1
<i>CENTRAL PARK</i>					
	ABBINGTON	WOODHILL DR	140 LF SOUTH	140	
	CENTRAL PARK	KUHN RD	WOODHILL	700	
	KUHN	WOODHILL	ARMY TRAIL	1500	
	MERRIMAC	KUHN RD	WEST END	256	
	WOODHILL	KUHN RD	CENTRAL PAR	2400	0
<i>Presidential Manor</i>					
	President	St Charles Rd	532 ft North	532	0
<i>Total</i>				5,678	1

2005-2006 SNOW PLOWING

Village Equipment

Unit	Description
Pickup Trucks	
31	Ford Pickup w/plow
32	Ford Pickup w/plow
33	Ford Pickup w/plow
36	GMC Pickup w/V-plow
38	Ford Pickup w/plow
39	GMC Pickup w/plow
69	Ford Pickup w/plow
17	Water Dept Pickup w/plow
7	Water Dept Pickup w/plow
1.5 Ton Dump Trucks	
28	Ford Dump w/plow & salter
29	GMC Dump w/plow & salter
40	Ford Dump w/plow & salter
68	Ford Dump w/plow & salter
2.5 Ton Dump Trucks	
60	International Dump w/plow & salter
65	International Dump w/plow & salter
66	International Dump w/plow & salter
67	International Dump w/plow & salter
71	International Dump w/plow & salter
72	International Dump w/plow & salter
73	International Dump w/plow & salter
74	International Dump w/plow & salter
78	International Dump w/plow & salter
79	International Dump w/plow & salter
5 Ton Dump Truck	
41	International Dump w/plow & salter
Brine/Anti-Ice Tankers	
59	1,800 gallon 2.5 Ton Truck
64	400 gallon 1.5 Ton Truck
Endloaders	
70	John Deere w/plow/bucket/blower
80	John Deere w/plow/bucket
Special Equipment	
26	Backhoe Loader
30	Snow-Go Blower
81	Skid Steer

Contractors

D & M Services:

1 Pickup Truck

Kammes:

2 Pickup Trucks

S & S Maintenance:

4 Pickup Trucks

3 Bobcat

1 1.5 Ton Dump Truck w/salter

T.C.L. Excavating:

4 Pickup Trucks

4 Bobcats

1 1.5 Ton Dump Truck w/salter

U.S. Paving:

2 Plow Trucks

4 Bobcats

3 Pickup Trucks

1 2.5 Ton dump Truck w/salter

Olive Grove Landscaping:

1 1-Ton Truck w/8' plow

2 Pickup trucks

3 Bobcats

Reserve Contractor's Equipment

Bird:

1 End Loader – 2-1/2 yd.

1 Bobcat

2 Pickups

1 Road Grader w/11' plow

Kammes:

1 End Loader w/11' plow

Or 2-1/2 yd. Bucket

U.S. Paving:

1 Road Grader

3 End Loaders – 2-1/2 yd.

4 6W Trucks w/plow & spreader

2005 / 2006 ZONES	TRUCKS	EMPLOYEES	CONTRACTORS
1 <u>WEST</u> - FAIROAKS - <u>EAST</u> - WOODLAKE <u>SOUTH</u> - LIES ROAD - <u>NORTH</u> - ARMY TRAIL	65 40	452 NEWLIN 416 L. SMITH	U.S.PAVING 2 pickups, 1 Bobcat
2 <u>WEST</u> - WOODLAKE - <u>EAST</u> - COUNTY FARM <u>SOUTH</u> - LIES ROAD - <u>NORTH</u> - ARMY TRAIL	65 40	452 NEWLIN 416 L. SMITH	TCL EXCAVATING 2 pickups, 1 Bobcat
3 <u>WEST</u> - COUNTY FARM - <u>EAST</u> - KUHN RD <u>SOUTH</u> - LIES RD - <u>NORTH</u> - ARMY TRAIL	73 38	423 TURNER 442 NOWORUL	OLIVE GROVE 1 pickup, 1 Bobcat
4 <u>WEST</u> - KUHN RD - <u>EAST</u> - MERBACH <u>SOUTH</u> - LIES RD - <u>NORTH</u> - ARMY TRAIL	29	417 MORTON	KAMMES 2 pickups
5 <u>WEST</u> - MERBACH - <u>EAST</u> - OLD GARY <u>SOUTH</u> - LIES ROAD - <u>NORTH</u> - ARMY TRAIL	29	417 MORTON	TCL EXCACATING 1 pickup, 1 Bobcat
6 <u>WEST</u> - FAIR OAKS - <u>EAST</u> - MORTON <u>SOUTH</u> - BIRCHBARK - <u>NORTH</u> - LIES RD	74 33	413 GREZEK 435 KRAUSER	TCL EXCAVATING 1 pickup, 1 Bobcat
7 <u>WEST</u> - MORTON - <u>EAST</u> - KUHN RD <u>SOUTH</u> - BIRCHBARK - <u>NORTH</u> - LIES RD	73 38	423 TURNER 442 NOWORUL	S & S MAINTENANCE 2 pickups, 2 Bobcats
8 <u>WEST</u> - KUHN ROAD - <u>EAST</u> - GARY AVE <u>SOUTH</u> - ELK/FLINT - <u>NORTH</u> - LIES RD	71 69	426 SCHAFFER 451 MYERS	U.S. PAVING 2 pickups, 2 Bobcats
10 <u>WEST</u> - FAIR OAKS - <u>EAST</u> - MORTON <u>SOUTH</u> - TALL OAKS - <u>NORTH</u> - BIRCHBARK	79	415 PAVELKA	TCL EXCAVATING 2 pickups, 1 Bobcat
11 <u>WEST</u> - BIRCHBARK - <u>EAST</u> - MUNSON <u>SOUTH</u> - KUHN ROAD - <u>NORTH</u> - MORTON	67 32	429 HARRINGTON 412 WICK	S & S MAINTENANCE 1 pickup, 1 Bobcat
12 <u>WEST</u> - COUNTY FARM - <u>EAST</u> - KUHN <u>SOUTH</u> - MUNSON - <u>NORTH</u> - NORTH AVE	67 32	429 HARRINGTON 412 WICK	S & S MAINTENANCE 1 pickup, 1 Bobcat
13 <u>WEST</u> - KUHN ROAD - <u>EAST</u> - GARY AVE <u>SOUTH</u> - NORTH AVE - <u>NORTH</u> - ELK TR FLINT	68 78	420 PAULING 432 ZAMECNIK	TCL EXCAVATING 1 pickup, 1 Bobcat D & M SERVICES 1 pickup
9 <u>WEST</u> - INDUSTRIAL SOUTH - <u>EAST</u> - GARY <u>SOUTH</u> - SCHMALE <u>NORTH</u> - FULLERTON-NORTH AVE.	66	414 GIUNTI	U.S. PAVING 1 dump truck w/salter
14 <u>WEST</u> - INDUSTRIAL NORTH - <u>EAST</u> - GARY <u>SOUTH</u> - SCHMALE ROAD <u>NORTH</u> - FULLERTON - LIES	66	414 GIUNTI	U.S. PAVING 1 dump truck w/salter
15 <u>WEST</u> - SOUTH OF NORTH AVE. <u>EAST</u> - INDUSTRIAL AND RESIDENTIAL:	60 39	424 HAVLICK 434 J. SMITH	OLIVE GROVE 1 pickup, 1 Bobcat
16 MAINS-- LIES - FAIROAKS - KUHN - WOODHILL - SPRING VALLEY - SPRING VALLEY - THUNDERBIRD (WEST)	72 41	421 PAGLIA 419 GUENTHER	

APPENDIX D

FALL, 2005

**SNOW AND ICE CONTROL
PAYMENT GUIDELINES FOR HIRED TRUCKS**

<u>TRUCK CLASS</u>	<u>FULL RATE</u>	<u>TRAVEL RATE</u>
Pickup- 1 Ton & Under, w/Plow	\$ 63.00/hr.	\$24.00/hr.
Tractor (truck) Single Axle w/Plow	\$ 68.00/hr.	\$24.00/hr.
Tractor (truck) Tandem Axle w/Plow	\$ 108.00/hr.	\$24.00/hr.
2-2 ¼ Yd. Rubber-tired Loader	\$124.00/hr.	\$27.00/hr.
3 Yd. Rubber-tired Loader	\$149.00/hr.	\$27.00/hr.
“Bobcat”	\$ 74.00/hr.	\$27.00/hr.
Backhoe/Loader (1-1/4 yd. & Less)	\$ 80.00/hr.	\$27.00/hr.

At callout by Public Works Department, contractor is allowed 1 hour pay at travel rate to get men and equipment operational.

All units are to report to the Public Works Garage, 124 Gerzevske Lane, Carol Stream, to receive directions. This report-in starts full rate time clock for billing purposes.

All units will be allowed full rate payment for up to 1/2 hour repair work performed during emergency operations.


All units will not receive payment for truck repair after first 1/2 hour outlined above.

All units will use this guide in preparing their bills for snow and ice control; operational bills and Village garage records will be used to verify all hourly claims.

It is strongly suggested that bills be submitted on a two-week schedule.

6-5 11-21-05

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: John A. Turner, Director of Public Works 
DATE: November 14, 2005
RE: Contractual Snow Removal Agreements

In accordance with the 2005-2006 Snow Removal Plan, we anticipate utilizing outside contractors to assist the Village's Street Division in snow removal operations. We have sent notices to snow removal contractors indicating the terms and compensation schedules that we plan to utilize for the forthcoming winter, a copy of which is attached. The following contractors have expressed an interest in working for us this winter:

- D & M Services, Carol Stream
- Kammes Auto & Truck Repair, Inc., Bloomingdale
- Olive Grove Landscaping, Carol Stream
- S & S Maintenance, West Chicago
- T.C.L. Excavating, Genoa
- U.S. Paving, Carol Stream

It is my recommendation that contracts be established with the above contractors. All will be required to enter into the Village's **Independent Contractor's Agreement**, including the Hold Harmless Requirement. The exact cost is dependent on the hours of utilization and varies among the different contractors due to the size of the snow routes and the type of equipment that they have. It is requested that these contractors be approved at the unit cost shown in our compensation table of the Snow Removal Plan. A copy of the compensation table and the Operating and Payment Procedures for Contract Snow Plowing are attached for reference.

The total budget amount for contractual snow removal is \$110,000. The expenditures among all of the contractors will be monitored and if the budgeted amount is expected to be exceeded, we can then seek additional Board authorization.

JAT:lm
att.



Village of Carol Stream

PUBLIC WORKS DEPARTMENT • 124 GERZEVSKE LANE • CAROL STREAM, ILLINOIS 60188-2046
(630) 871-6260 • FAX (630) 462-3650 • E-MAIL PW@CAROLSTREAM.ORG
ROSS FERRARO, MAYOR • JANICE KOESTER, CLERK • JOSEPH E. BREINIG, MANAGER

FALL, 2005

Operating and Payment Procedures for Contract Snow Plowing

To avoid any misunderstanding between the Village and anyone hired to provide snow removal equipment and labor, the attached procedures will be followed.

Also enclosed are a Hold Harmless Agreement and the Independent Contractor's Agreement, which must be signed by you and returned to this office. Please make sure the Village also receives a **Certificate of Insurance on an ISO approved form** as soon as possible, **indicating the Village of Carol Stream as an ADDITIONAL INSURED**, as per the enclosed sample.

The following items **MUST BE INCLUDED ON THE CERTIFICATE OF INSURANCE:**

- Cancellation Clause must read as follows: "Should any of the above described policies be cancelled or modified before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left."
- Certificate Holder must read: "Additional Insured: Village of Carol Stream, Its Officers, Employees & Independent Contractors, 500 N. Gary Avenue, Carol Stream, IL 60188"
- You must have at least \$1,000,000 of auto liability, \$1,000,000 of general liability

If you have any questions, please feel free to contact me.

Sincerely,

John A. Turner
Director of Public Works

JAT:lm
Enclosures

FALL, 2005

**SNOW AND ICE CONTROL
PAYMENT GUIDELINES FOR HIRED TRUCKS**

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It is strongly suggested that bills be submitted on a two-week schedule.

Village of Carol Stream
Interdepartmental Memo

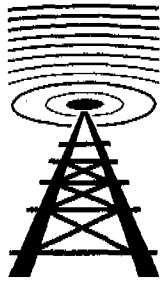
TO: Joseph E. Breinig, Village Manager
FROM: Stan W. Helgerson, Finance Director *SWH*
DATE: November 16, 2005
RE: Water Meter Reading

Since the completion of the installation of the AMR – radio read water meters, the Village has contracted with Scott Maxwell of Mr. Sitco Company to collect the water meter readings on a monthly basis. The Mr. Sitco Company has the equipment and expertise to read the meters mobility. They can actually read all 10,400 of our meters in 1 day. It was for this reason that we made the decision to switch from the five-meter readers that we had to the Mr. Sitco Company. What was taking up to 15 days to get the readings was reduced to 1 day which allowed staff more time to review and evaluate the usage prior to the water bills going out.

The Mr. Sitco Company has offered the Village several long-term options. We are currently paying 31 cents per read which equates to approximately \$38,688/yr. The option that I would recommend that the Village accept is option #3, the cost per read is reduced to 30 cents per read and the rate is locked for 5 years. This would result in an annual cost of approximately \$37,440/year. Since the Mr. Sitco Company is a sole provider for this service, I would recommend that the Village Board waive the formal bidding process and award the meter reading contract to the Mr. Sitco Company for the 5-year period (2006-2010) at a cost of 30 cents per meter.

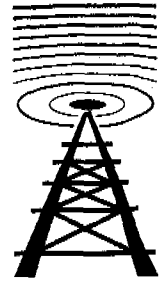
If you have any questions, please give me a call.

cc: Al Turner, Public Works Director



MR SITCO

METER READING SOFTWARE
INSTALLATION AND TRAINING COMPANY



Oct 15th 2005

Village of Carol Stream
Attn: Stan
500 Gary Ave
Carol Stream IL

Stan,

This letter is to confirm our phone conversation earlier this week. On 06-01-05 the price of meter reading, when up 3% from 30 cents to 31 cents per read. This is per our letter dated 12-19-02 which stated that there could be an increase up to 5% per year for the 3rd, 4th, and 5th year. The increase did not go into affect until 6-01 of this year.

Under the current agreement, the price could be increased up to 5% on 01-01-06 and again up to 5% on 01-01-07. However we would like to offer to you some new options on this agreement that we have started to offer other clients wishing to contract our services. The new agreement will actually save the village money over the period of time based on the length of the agreement.

We are pleased to offer the following.

- 1) You can stay with the current agreement which goes until 12-31-07

Or choose between one of the following new agreements:

- 2) Starting 01-01-06 for a period of three (3) years the price per read will be 31 cents With NO price increase at ALL
- 3) Starting 01-01-06 for a period of five (5) years the price per read will be 30 cents With NO price increase at ALL
- 4) Starting 01-01-06 for a period of ten (10) years the price per read will be 29 cents With NO price increase at ALL

P. O. Box 303 1108 9th Street Highland, IL 62249

Office: 618-651-0205 Cell: 630-650-6969 Fax: 618-654-6969

E-Mail: amrman@charter.net

Continued from page 1:

We believe that the new agreements will be beneficial for all involved and help with budgets and planning.

If you would be interested in any of the new options for meter reading, simply send us a letter stating which option you would prefer and we will start billing at the appropriate rate. Otherwise if we do not here back from you, we will continue to bill under the current option dated 12-19-02.

We appreciate your business and hope that you will find that one of the new options will be of benefit to the Village and we look forward to our continued business relationship with you.

Sincerely,


A handwritten signature in cursive script that reads "Scott Maxwell". The signature is written in black ink and is positioned above the printed name.

Scott Maxwell

AGENDA ITEM

G-7 11-21-05

Village of Carol Stream INTERDEPARTMENTAL MEMO

TO: Mayor and Trustees
FROM: Joseph E. Breinig, Village Manager 
DATE: November 17, 2005
RE: Town Center Use - 2006

Staff has actively marketed Town Center for private use since completion of the improvements at the facility. Approximately four to five weddings with 200 guests are held annually under the tent and many more weddings choose to have their pictures taken at the gazebo and/or fountain. One or two corporate events are also held annually at Town Center. Many more inquiries are received than actual parties booked. While to a degree this might be expected staff feels that there are a number of factors that might be limiting use by private parties.

Attached you will find a copy of the use policy for Town Center. The following limitations could cause potential users to look elsewhere:

Cooking:

Currently users are not allowed to cook on-site nor are users allowed to use sterno or any other open flame heating source under the tent for warming food. It may be possible to allow cooking on-site, outside of the tent and not endanger guests or the tent. In addition, with proper safeguards including separation from the sides of the tent, sterno could be allowed. Currently, parties must resort to prepared foods that use electric warmers or other devices that do not have an open flame. Staff believes that a list of prequalified caterers could be identified and that these caterers could be permitted to cook on-site. Appropriate restrictions could be created that would allow open flame warming/reheating inside the tent.

Liquor:

Liquor consumption is currently prohibited. The inability to serve liquor to guests and/or have a champagne toast has been identified as a reason potential users go elsewhere. Staff believes that host liquor insurance could be obtained by the Village and factored into rental rates. This would ensure sufficiency of coverage and that the company providing the insurance was bona fide.

Tables/Chairs:

Unlike a banquet facility, Town Center users must arrange the rental of tables and chairs for their guests. This additional burden has been identified as a problem by potential users. The purchase of tables and chairs for use by Town Center users could improve the attractiveness of the facility for weddings and other events. A decision on set-up and take down by Village staff would also need to be made, as this

would increase rental costs. The cost of the tables and chairs could be amortized and made part of the rental fee.

Time:

Presently private events must end at 10:00 p.m. Potential users have expressed an interest in using the tent later into the evening. Banquet facilities commonly allow use of their facilities until midnight. Unlike a banquet facility, however, noise from events at Town Center can carry and could be disruptive to residents to the south and west.

Tent Sides:

Some potential users would like the tent sides up or down depending on the event or time of year. Each time the sides are put up or taken down costs approximately \$1,200. Staff has discouraged users from putting the sides up or down at a time when they would not normally be in that condition for Village events. Sides are typically removed for most of the summer including the four-day festival in June. Allowing the sides to go up or down as desired will increase wear. Any user desiring this additional service should be required to pay these unique costs.

Glass Plates/Glasses:

Users and potential users have objected to the prohibition on the use of glass plates and drink ware at events. This limitation was imposed for safety reasons. As long as the user and/or user's caterer is responsible for cleanup of broken glass staff is willing to allow glass, china or other breakable tableware.

Staff is requesting direction on these points because requests for 2006 dates have begun to be received. Simplification of the rules and fee structure for Town Center use is believed to be the key in increasing use. Many of the limitation identified herein, while imposed for the best of intentions, have served to make potential users look elsewhere.

In considering Town Center users it is important to know that they are typically people looking for a cost effective alternative to banquet facilities. Rental of the tent alone at the Holiday Inn costs \$1,000 whereas rental of the tent at Town Center currently costs \$350.00, plus additional costs for staffing in excess of four hours. Staff believes that users will go elsewhere if rental costs approach those of banquet facilities. For this reason staff does not view Town Center as a competitor of banquet facilities.

Given the complexity of issues to be discussed, this matter should not be placed on the consent agenda.

Attachment

I understand that use of this facility is at my own risk and agree to hold the Village of Carol Stream harmless from any and all claims, which may arise as a result of its use. I have read and agree to the conditions specified in this request form:

Signature

The Carol Stream Town Center is located at the southwest corner of Lies Road and Gary Avenue
The Historic Farmhouse is located at 301 Lies Road on the north side of Lies Road between Gary Ave. & Kuhn Rd.
The scheduling of Village sponsored events may preclude the issuance of permits during certain times of the year.
The Village reserves the right to cancel any permit for use of its facilities at any time.
Carol Stream residents and organizations are given scheduling and use preference.

For Village Use Only

Permit No. _____

Deposit Paid: \$ _____ Date: _____ Check No. _____

Condition of Grounds: Clean _____ Date Deposit Returned: _____

Condition of Grounds: Not Clean _____ Date Deposit Cashed: _____

Comments: _____


Approved: _____ (Manager's Office)

Revised: April 19, 2004

AGENDA ITEM

Village of Carol Stream H-1 11-21-05
INTERDEPARTMENTAL MEMO

TO: Mayor & Trustees

FROM: Joseph E. Breinig, Village Manager 

DATE: November 9, 2005

RE: Bid Limit

Public Act 094-0435 increases the statutory bid limit from \$10,000 to \$20,000. Section 5-8-3 of the Village Code follows the state statute requiring bidding of any purchase of goods or services or public works construction projects in excess of \$10,000. Staff recommends increasing the limit for bidding projects to \$20,000. This change will not adversely affect purchasing because multiple quotes will be required for any purchase below \$20,000 as they currently are required for purchases below \$10,000. Bidding increases the cost of vendor costs for bid security and other bid requirements and the time vendors expend filling out the bid document. For major purchases formal bidding is effective, for smaller purchases it can actually be counter productive. Staff further recommends passage of the accompanying ordinance increasing the threshold for bidding from \$10,000 to \$20,000.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CAROL STREAM CODE
TO REQUIRE BIDDING FOR CERTAIN CONTRACTS
ABOVE AN AMOUNT OF \$20,000.**

WHEREAS, Illinois statutory law now requires the bidding of public works contracts only in excess of an amount of \$20,000.00; and

WHEREAS, the Village of Carol Stream has an independent right under its home rule powers to adopt or to modify State law; and

WHEREAS, the ordinances of the Village have not been amended in some time to even conform with State law; and

WHEREAS, in this Ordinance, the Corporate Authorities wish to adopt the State standard of Twenty Thousand Dollars (\$20,000.00);

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

SECTION 1: Sections 5-8-3 and 5-8-17 of the Village Code of Ordinances shall be amended to hereinafter read, as follows and to substitute the amount of \$20,000.00 for currently-existing language relating to the requirement to bid contracts.

§5-8-3 PURCHASING, CONTRACTS, SOLICITING BIDS AND CHANGE ORDERS.

The procedures of the Village regarding purchasing of goods and services, letting of contracts, soliciting bids for those goods and services and change orders shall be as follows:

(A) (1) The Purchasing Agent shall develop administrative procedures for purchases of up to and including \$20,000 by contract or otherwise for public works construction

projects, and any Motor Fuel Tax funded expenditures, and \$20,000 for supplies, materials, fuel, equipment and services and other items utilized by all departments, commissions and boards of the village over which the village possesses statutory authority to establish such procedures. Those procedures shall effectuate a policy whereby an equal opportunity for competition is made available for all village business.

(2) All vendors or contractors who sell goods or perform services to the village shall conform with the requirements of those provisions of state law as shall govern the furnishing of goods and services to municipalities, and the village administrative procedures. The Purchasing Agent will promptly report to the Board all financial transactions other than matters handled through the petty cash fund. The Board shall consider and, where appropriate, approve the transactions entered into under the procedures developed by the Purchasing Agent. Contracts entered into by the Purchasing Agent where all funds have not been paid can be canceled by the Board of Trustees.

(B) Contracts for public works construction projects or Motor Fuel Tax funded expenditures for more than \$20,000 and purchases of goods or services for more than \$20,000, except those for professional services, shall be made on the basis of awarding of contracts to the lowest responsible bidder after advertising for bids has taken place. By a two-thirds vote of the trustees elected, this requirement of bidding may be waived.

(C) (1) Notice inviting bids shall be published at least once in a newspaper generally circulated within the village at least five days prior to the date set for receiving such proposals. Provided, however, that where the goods to be purchased are of a specialized nature, the notice may be published in a publication pertaining to those particular goods. Such notice shall include a general description of the articles to be purchased or the services to be performed, shall state where bid blanks and specifications may be secured, including the cost, if an, of the specifications, the amount of bid deposit required and the time and location for opening bids.

(2) In calling for bids of public works construction projects, the notice shall provide that the general prevailing rate of wages shall be paid for each craft or type of worker needed to perform such work, as provided by statute.

(3) The notice shall be placed in a prominent place in the village building.

(D) The Purchasing Agent may approve increases in public works construction contract amounts due to change orders not to exceed in total 5% of the awarded contract amount and change orders extending the time of completion of public works construction contracts for not more than 30 days without prior Village Board approval. However, no single change order shall exceed \$10,000, except where a delay in approving such change order would result in a financial penalty or would create a serious emergency within the village which would endanger the health or safety of its citizens. In such event, the provisions of §5-8-17 shall be used. The Purchasing Agent shall report his or her actions in making such approvals at the next regular scheduled Village Board meeting.

§5-8-17 EMERGENCY PURCHASES.

Where, in the opinion of the Purchasing Agent, a serious emergency exists within the village which will endanger the health or safety of its citizens, the Purchasing Agent may make emergency purchases which exceed \$20,000. Prior to making such a purchase, the Purchasing Agent shall attempt to notify the members of the Village Board regarding the pending purchase. The Purchasing Agent may not undertake such a contract or purchase if a majority of the members of the Village Board whom he or she is able to contact indicate that they would not confirm and ratify the action of the Purchasing Agent in making this purchase under emergency circumstances. The Purchasing Agent shall report his or her actions in making such an emergency purchase at the next regular scheduled Village Board meeting and provide full details as to the purchase and the circumstances under which the purchase was made.

SECTION 2: This Ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form in accordance with law.

PASSED AND APPROVED THIS 21ST DAY OF NOVEMBER 2005..

AYES:

NAYS:

ABSENT:

Ross Ferraro, Mayor

ATTEST:

Janice Koester, Village Clerk

AGENDA ITEM

RESOLUTION NO. _____

H-2 11-21-05

**A RESOLUTION OF OBJECTION TO A REQUEST FOR A CONDITIONAL USE
FOR THE PROPERTY LOCATED AT 28W100 ST. CHARLES ROAD
(DUPAGE COUNTY ZBA CASE NO. 5164-05)**

WHEREAS, the Corporate Authorities of the Village of Carol Stream have been advised that DuPage County is considering a request for a conditional use pursuant to Section 37-7.2-2(o) of the DuPage County Ordinance to grant approval of a Conditional Use for Religious Institution at 28W100 St. Charles Road, within DuPage County, Docket Number 5164-05; and,

WHEREAS, the subject property is within the Village of Carol Stream's planning jurisdiction and within its ultimate municipal boundaries; and,

WHEREAS, the following concerns have been raised regarding the request:

1. No site plan was received for the proposed religious institution. It is impossible to evaluate the potential impacts associated with a development without a detailed site plan.
2. A religious use at this location would have the potential for a number of impacts, such as traffic generation and safe access. We have received no information that would indicate how the impacts of development on the roadways and adjacent properties would be addressed.
3. The development is proposed to use well and septic systems. We believe placing such a potentially high-intensity use on well and septic systems should be carefully evaluated.
4. The property is within the Village of Carol Stream's planning jurisdiction. The Village is highly interested in ensuring that development in this area is in the best interests of the community.
5. The proposed use is not in conformance with Carol Stream's Future Land Use Plan, which calls for a single-family residential use.
6. We are concerned with potential impacts to the adjacent Benjamin School.

WHEREAS, the Corporate Authorities concurred in such concerns.

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

SECTION 1: That the DuPage County Board be and hereby is notified of the opposition of the Corporate Authorities of the Village of Carol Stream to the granting of action requested in ZBA Case 5164-05.

SECTION 2: This Resolution shall be in full force and effect upon its passage, and approval in accordance with law.

PASSED AND APPROVED THIS 21ST DAY OF NOVEMBER, 2005

AYES:

NAYS:

ABSENT:

ATTEST:

Ross Ferraro, Mayor

Janice Koester, Village Clerk

Benjamin SCHOOL DISTRICT 25

Dr. Joseph M. Dubec, Superintendent
Administration Center
28W250 St. Charles Road
West Chicago, Illinois 60185-1400

jdubec@bendist25.org
Phone: 630/876-7800
Fax: 630/876-3325

November 14, 2005

SENT VIA FACSIMILE (630) 407-6700 & U.S. MAIL

Ms. Keya Willis
DuPage County Zoning Board of Appeals
Department of Economic Development &
Planning Zoning Division
421 North County Farm Road
Wheaton IL 60187

Re: Case No. 6154-05 Khetarpal/Ashram
Owner: Yog Sadhan Ashram (Organization)
PK Khetarpal (Individual)
Address: 28W100 St. Charles Road, West Chicago, Illinois
Objection to Request for Rezoning/Conditional Use

Dear Ms. Willis:

The purpose of this correspondence is to officially object to the above-mentioned request for rezoning/conditional use by Yog Sadhan Ashram/PK Khetarpal, of 28W100 St. Charles Road, West Chicago, Illinois, on behalf of the Board of Education of Benjamin School District No. 25, DuPage County, Illinois. While the School District embraces the religious freedom of its residents, the School District opposes the request for rezoning/conditional use of Mr. Khetarpal based upon legitimate concerns regarding traffic patterns, use of the utilities in the area and the specific details of the requested use. Please accept this timely objection pursuant to the attached form sent to the School District and view this as a formal request for recognition of a representative of the School District at the DuPage County Zoning Board of Appeals meeting scheduled for Thursday, November 17, 2005.

As previously stated, the School District opposes this request for rezoning/conditional use on three grounds: (1) traffic patterns, (2) use of the utilities in the area, and (3) the specific details of the requested use. These concerns are legitimate based upon the current zoning of the area and the potentially detrimental use of the area should this request for rezoning/conditional use be approved. First and foremost, the School District has concerns regarding the traffic

Ms. Keya Willis
November 14, 2005
Page 2

patterns and safety as to this stretch of St. Charles Road where the School District is located, along with the two new churches which are being constructed on the road and where Mr. Khetarpal's home and property are located. This stretch of St. Charles Road is currently the home to a school which educates 433 students, and two new churches with the possibility of housing in excess of 1,000 worshippers. The parking lot alone for the new Wheaton Bible Church consists of a multi-level parking garage.

In addition to the churches and the school, adding another property, that of Mr. Khetarpal, which would be allowed to hold events with the potential to attract hundreds of people could cause a severe traffic crisis. This crisis would ultimately affect the safety of the students and parents who attend events at the school, individuals who attend events or services at the churches, and any other individuals who travel to and from separate events at other locations utilizing this portion of St. Charles Road.

Additionally, the School District has concerns regarding the expanded, unplanned use of the utilities, specifically sewer and water, by the churches and Mr. Khetarpal's requested rezoning/conditional use. The property owned by Mr. Khetarpal uses Well and Septic for the source of its water and disposal of its waste. The intended use of the property, while above average in acreage, was for a single family residential use – the current zoning of the property. If the request for rezoning/conditional use of the property is granted, the events being planned by Mr. Khetarpal for his property and the potential growth in terms of attendance at these events could place a strain on the system currently ensuring the water level and disposal of waste. This disruption and strain of the currently sufficient water use and disposal would ultimately affect numerous properties in the area. In addition, if Mr. Khetarpal's request for rezoning/conditional use is granted, any success could create a need for new development of the property and additional usage which would further tax the current system.

As to the two churches currently being constructed and/or operated in the area, careful planning went into the connection of those properties for the purpose of obtaining and disbursing the water and waste. The School District is unaware of any consideration by the Zoning Board of Appeals or the Economic Development and Planning Zoning Division regarding the requested rezoning/conditional use of Mr. Khetarpal's property. This analysis must be performed and the impact should be determined based upon Mr. Khetarpal's current and future plans for his property. Without this analysis, the request for rezoning/conditional use cannot be fully considered. Should the Zoning Board of Appeals not deny the request for rezoning/conditional use, the School District respectfully requests that an analysis equivalent to that initiated for the two churches prior to their zoning appeal be undertaken.

Finally, the School District has a concern regarding the use of Mr. Khetarpal's property and the actual organization which has requested the rezoning/conditional use for a "religious institution." The School District is in receipt of an advertisement for the services planned by Mr. Khetarpal for his property. While the services of this organization could be beneficial, the School District is not aware of the religious nature of Mr. Khetarpal, nor if any actual recognition of Yog Sadhan Ashram as a religious organization actually exists.

Ms. Keya Willis
November 14, 2005
Page 3

In researching the purported organization, the School District has discovered a website for the organization - www.yogsadhanashram-usa.org. The website materials have been attached for review by the Zoning Board of Appeals, but there is no mention of a religious component to the services provided by Yog Sadhan Ashram. Further, in the rules governing Yog Sadhan Ashram, considerable time is spent disclaiming liability for injuries and discussing the rules for "[t]hose who live at the Ashram" or "[t]hose who stay at the Ashram" to practice yoga. Individuals are "responsible for his/her own expenses while visiting the Ashram" to practice yoga. While the rules do mandate that "only religious or yoga activities are allowed at the Ashram," there is no discussion of an actual "religion" on the organization's website. The website also describes "residential retreats" which are held monthly for individuals.

Of most interest on the website is the fact that the property is already being utilized as though the rezoning/conditional use request has been granted. The website contains pictures of the property in West Chicago which has been converted to the condition for use which has been requested in the rezoning/conditional use application. There are also pictures showing the property being used by people in the manner which has been requested in the rezoning/conditional use application. The website also mentions that in "2005 the Ashram moved to West Chicago, IL to accommodate increased demand for classes and residential learning" even though the rezoning/conditional use application had not been filed nor ruled on by the Zoning Appeals Board. The concerns of the School District are confirmed since the organization has already had to move to its West Chicago location due to "increased demand" and since the organization has already begun the requested use even though it has not been granted. A picture of the current signage in front of the property has been included.

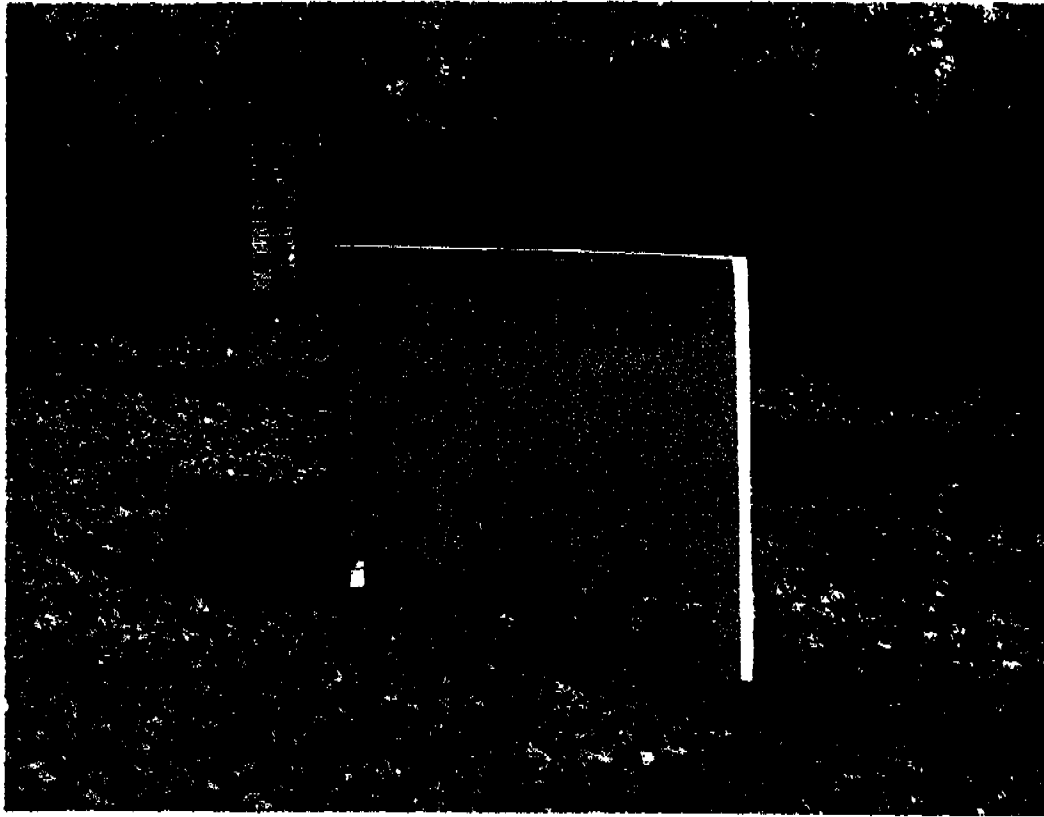
As previously stated, the School District appreciates the desire for religious freedom and expression, but is concerned about the impact on traffic and utilities, as well as whether the organization qualifies for the requested rezoning/conditional use. Due to these concerns, the School District respectfully requests that the rezoning/conditional use application of Yog Sadhan Ashram be denied, or in the alternative, further review and analysis be performed prior to any decision regarding the application.

Should you have any questions regarding this matter, please feel free to call me. Otherwise, we look forward to having an opportunity to address the Board at its November 17, 2005, meeting.

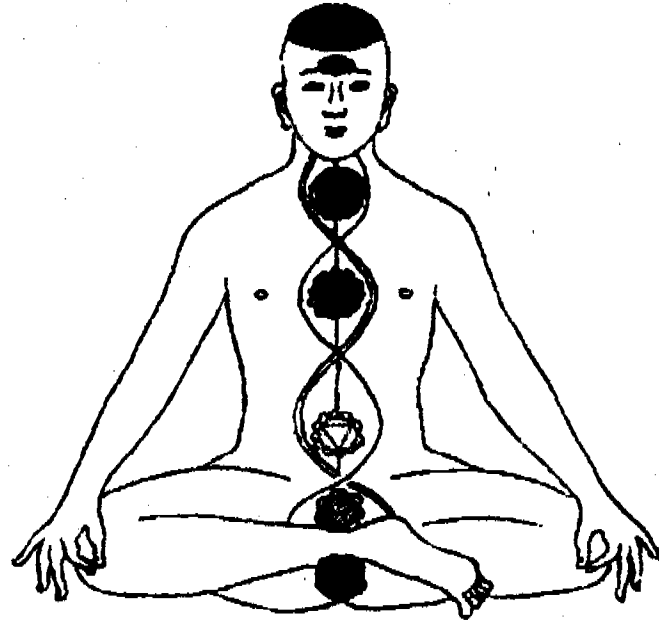
Sincerely,

Joseph M. Dubec, Ed.D., J.D.
Superintendent

Enclosures



Yog Sadhan Ashram



about yoga locations teachers classes events contact

Yog Sadhan Ashram is a peaceful retreat to learn, practice, and teach yoga.

Unlike temples and fitness centers, an Ashram is a retreat from the everyday activities of life. An Ashram is generally located in a secluded area, where a person can forget about the stresses of daily life. Yog Sadhan Ashram of Chicago, IL offers various yogic services to the community in a peaceful setting. We believe that everyone, regardless of age, sex, income, etc., should have the opportunity to do yoga. Our goal is to teach others about yoga, and then encourage them to join us in teaching more people.

Yog Sadhan Ashram strives to produce leaders, not followers.

Yog Sadhan Ashram was first established in 1916 in India at the holy cities of Amritsar and Rishikesh. Yogeshwar Prabhu Ram Lal Ji established the Ashram after his return from the Himalayas, where he stayed at the holy feet of his guru, Shri Maha Prabhu Ji.

Shri Prabhu Ram Lal Ji was born at Amritsar. He received his education first at home and later at the Gurukuls at Kurukshetra and Kankhal (Hardwar).


The foremost disciple of Prabhu Ram Lal Ji was Yogi Swami Mulkh Raj Ji. Swami Mulkh Raj's disciple is our Satgurudev Shri Chaman Lal Kapur who lives in India at the Yog Sadhan Ashram in Hoshiarpur, Punjab. By his grace, the Yog Sadhan Ashram of Chicago, Illinois was established in Bartlett in 1992. Satguru Ji appointed his daughter, Hersh Khetarpal as the Acharya (Director) at this time. In 2005 the Ashram moved to West Chicago, IL to accommodate increased demand for classes and residential learning.

Yog Sadhan Ashram - USA Rules and Guidelines

1. Before participating in any of the classes or before taking on the responsibility of teaching Yoga to others, students and teachers must sign required legal forms to protect the Ashram from liability.
2. There are no membership fees.
3. Students at the Ashram can be divided into three categories:
 - A. Those who live at the Ashram, practice yoga and serve the students with love and devotion.
 - B. Those who stay at the Ashram briefly learn yoga and teach it on their own to others at their homestead location.
 - C. Those who attend the daily yoga classes as regular students.
4. Each student is responsible for his/her own expenses while visiting the Ashram.
5. A students must follow all rules of the Ashram and any special instructions from the Acharya.
6. Anyone trying to learn yoga without following the proper instructions is responsible for the consequences.
7. Minors must be accompanied by an adult or have written consent from his/her guardian.
8. Students should not practice any new posture without permission from the Acharya.
9. Only religious or yoga activities are allowed at the Ashram. No social or commercial activity is allowed unless permitted by the Acharya.
10. No alcohol, drugs, smoking or non-vegetarian food is allowed on the Ashram premises.
11. The Acharya, Ashram or any of its board members will not be held responsible for any injury or accident to the visitors while practicing yoga or participating in any activity at the Ashram.

AGENDA ITEM
I-1 11-21-05

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: James T. Knudsen, Director of Engineering Services 
DATE: November 15, 2005
RE: Storm Water Advisory Committee (SWAC) – Member Appointments

On Monday, October 17, 2005 the Village Board adopted Ordinance No. 2005-10-57, establish a storm water advisory committee. They also approved appointments to the SWAC on the same date. See attached. Since then several appointees have notified the Village they are unable to make the time commitment to serve on the committee. Staff was able to find replacements who have made a commitment to serve on the SWAC. The list of SWAC members now includes the following:

- | | | |
|---------------------|---|-----------------------------------|
| Arnie Biondo | - | Carol Stream Park District |
| Pat Brushaber | - | The Patrick Group, Inc. |
| Allen DuBose | - | Testing Services Corporation |
| Hank Gmitro | - | School District 93 |
| Dave Jedlicka | - | 1069 Buckskin Lane |
| Milli Jones | - | College of DuPage |
| Darrel Malcom | - | 536 Indianwood Drive |
| William T. Murakami | - | FIC America |
| Pete O'Rahilly | - | 244 Tomahawk Court |
| Phillip Wood | - | Fellowship Church of Carol Stream |

The last three individuals are the new members to the SWAC. Staff recommends they be appointed to the SWAC.

Cc: Stan Helgerson, Finance Director
Al Turner, Director of Public Works
William N. Cleveland, Assistant Village Engineer

2. Spec. Use-Contractor's Office & outdoor Activities-300 S.Main - Ord. 2005-10-56
3. Approve purchase 3 squad laptops
4. Rejection of Bids for Standby Pump-PW
5. Ordinance 2005-10-57-Establish Stormwater Advisory Committee
6. R. 2158: Accept public improvements- CS Corp. Center Subdiv.
7. Appointments to Stormwater Commission
8. Regular Bills, Addendum Warrant of Bills- Treasurer's report 9/30/05

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

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

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

Spec. Use-Contractor's Office & outdoor Activities-300 S.Main - Ord. 2005-10-56:

At their meeting on October 10, 2005, the Combined Plan Commission/Zoning Board of Appeals recommended approval of a special use permit for outdoor activities and operations and a contractor's office and shop in accordance with staff recommendations. The Board concurred with the recommendation and adopted Ordinance 2005-10-56, ANN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A CONTRACTOR'S OFFICE AND SHOP, OUTDOOR ACTIVITIES AND OPERATIONS – (300 S. MAIN PLACE).

Approve purchase 3 squad laptops:

The Board waived the formal bidding process and approved the purchase of 3 Mobile Data Computers for 3 new police squads through the State of Illinois state bid. The total purchase amount of \$11,796.00.

Rejection of Bids for Standby Pump-PW:

The Board approved the rejection of all three of the pump bids received and directed staff to rebid this project with revised specifications.

Ordinance 2005-10-57-Establish Stormwater Advisory Committee:

The Board adopted Ordinance 2005-10-57, AN ORDINANCE ESTABLISHING A STORMWATER ADVISORY COMMITTEE.

R. 2158: Accept public improvements- CS Corp. Center Subdiv.:

The Board adopted Resolution 2158, A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS – (CAROL STREAM CORPORATE CENTER SUBDIVISION).

Appointments to Stormwater Commission:

The Board approved the following individuals to be named to the Stormwater Advisory Commission;

Mike Holmgren	Accounting Network, Inc.
Allen DuBose	Testing Service Corporation
Mike Mayes	US Postal Service
Milli Jones	College of DuPage

Hank Gmitro	School District 93
Paul Arthurs	Wheaton Christian Center
Pat Brushaber	The Patrick Group
Tim Wilson	Ten Talents, Inc.
Arnie Biondo	Carol Stream Park District
Mary Anselmo	Colony Park
Jim Farmer	432 Hiawatha Drive
Mark Kirland	577 Bluff Street
Dave Jedlicka	1069 Buckskin Lane
Darrell Malcolm	536 Indianwood Drive

Mr. Breinig said that there may be some replacements for some these members if time does not permit them to serve effectively and they will be brought back before the Board.

Regular Bills, Addendum Warrant of Bills- Treasurer's report 9/30/05:

The Board approved the payment of the Regular Bills in the amount of \$610,434.77.

The Board approved the payment of the Addendum Warrant of Bills in the amount of \$442,326.36.

The Board received the Treasurer's Report for month ending September 30, 2005.

REGULAR MEETING:

#05151 – Lakewood Homes, Inc., Fisher Farm Property, North Side of North Avenue West of Gary Avenue

Rezoning (Upon Annexation)

Special Use Permit – Planned Unit Development

Planned Unit Development Plan – Preliminary

Subdivision – Preliminary

RECOMMEND APPROVAL WITH CONDITIONS (4-3)

Staff recommends the Village Board authorize negotiation of an annexation agreement. No Village Board action necessary on the petitioner's requests at this time.

Trustee Saverino commented that he is concerned about the 4-3 vote by the Plan Commission. He said that this needs to be looked into very closely and he is anxious to hear from the residents at the public hearing.

Trustee Stubbs commented that he attended the Plan Commission meeting when this was discussed to hear the Commissioners opinions of this proposed development. He said that his concerns are that this was intended to be a show case development for the Village and the proposed architecture do not reflect this. Mr. Breinig stated that staff will be meeting with Lakewood to further refine the expectations and develop a process to address all of the concerns that have been raised. Trustee Stubbs said that he concurs that a road that connects to Kuhn Road is a good idea and he has concerns about traffic from a Surrey Drive connection. He concurs that he would like to see the 6 unit buildings made smaller as well.

Trustee Fenner concurred with the issues raised by the other Trustees. She stated that making the adjacent residents to this development as comfortable as possible should be our prime objective. Esthetics are important, as is the roadway, but she feels that there

I-2 11-21-05

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

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

DATE: November 15, 2005

RE: **Agenda Item for the Village Board Meeting of November 21, 2005: Request from Michael Weingrad of M&E Enterprises to Grant an Extension of Time for Execution of the Approval Ordinances for the Proposed New Car Wash at 120 S. Gary Avenue**

PURPOSE

The purpose of this memorandum is to coordinate the referenced request from Michael Weingrad, the property owner at 120 S. Gary Avenue, with the Village Board.

DISCUSSION

At their regular meeting on October 18, 2004, the Village Board approved Ordinances 2004-10-57 and 2004-10-58, granting rezoning and special use approvals for a proposed new car wash at 120 S. Gary Avenue. Since the time of ordinance approval, property owner Michael Weingrad relocated to Houston, Texas, and consequently never pursued the development. He now wishes to sell the property, and has found a buyer who wishes to construct the car wash as approved.

As noted in the attached letter from Mr. Weingrad, the ordinances were not executed within the required 60-day timeframe after approval by the Village Board; therefore, the ordinances never went into law. The ordinances would have granted zoning approvals to the property, not to the business, and so the zoning approvals would have transferred along with the property to the new owner, had Mr. Weingrad only executed the ordinances. However, the approvals granted to the property were never finalized as required, and so Mr. Weingrad now needs an extension of time for execution of the ordinances in order to sell the property with the development approvals.

Joseph E. Breinig, Village Manager
November 15, 2005
Page 2 of 2

If the Village Board were inclined to grant the extension of time, they could do so by motion. Because the original deadline for execution of the ordinances was December 17, 2004, an extension of one year would be in order.

RECOMMENDATION

Staff has no objection to Mr. Weingrad's request for an extension of time for execution of the ordinances.

RJG:bg

u:\misc village board correspondence\120_s_gary_1.doc

M&E Enterprises, Inc.

Real Estate • Development • Construction

Wednesday, November 09, 2005

Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL 60188-1899
USA

Dear Village Board,

Last year I worked with Don Bastian and the Village Board of Carol Stream for many months regarding the property located at 120 S Gary Avenue. We worked together, and were successful getting the following Ordinances approved, 2004-10-57 for rezoning, and 2004-10-58 approving a special use permit for the Villages new car wash.

My Family had been preparing to relocate from Chicago, Illinois to Houston, Texas and the ordinances that required signatures were filed away and not returned to the Village in the allotted time frame. I have since located the documents and have executed the original which Wynne Progar is now in receipt of. Wynne explained that I would have to request an extension of time as may be granted by the corporate authorities by motion.

I am requesting that you consider granting an extension allowing the two ordinances to be in effect. I truly apologized for the inconvenience that this may have caused the Village.

Thank you in advance for the Boards consideration and your time.

Should you need to reach me for any reason please does not hesitate to call me at 281-808-9660.

Sincerely,

Michael Weingrad

Michael Weingrad
M&E Enterprises Inc.

2004-10-57

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

ORDINANCE NO. 2004-10-57

**AN ORDINANCE REZONING PROPERTY FROM
B-2 GENERAL RETAIL DISTRICT TO
B-3 SERVICE DISTRICT**

(120 S. GARY AVENUE)

**ADOPTED BY THE MAYOR AND BOARD OF TRUSTEES
OF THE VILLAGE OF CAROL STREAM
THIS 18th DAY OF OCTOBER, 2004**

**Published in pamphlet form
by order of the Mayor
and Board of Trustees of
the Village of Carol Stream,
County of DuPage, Illinois
This 28th day of October, 2004.**

ORDINANCE NO. 2004-10-57

**AN ORDINANCE REZONING PROPERTY FROM
B-2 GENERAL RETAIL DISTRICT TO B-3 SERVICE DISTRICT
(120 S. GARY AVENUE)**

WHEREAS, M & E Enterprises, Inc. has requested approval of a zoning change from B-2 General Retail District to B-3 Service District in accordance with Section 16-15-7 of the Carol Stream Zoning Code to allow a car wash; and

WHEREAS, pursuant to proper legal notice, on September 27, 2004 and continued to October 11, 2004, the Combined Plan Commission/Zoning Board of Appeals considered this rezoning and has determined that the rezoning is in the public interest to allow the car wash, is compatible with other adjacent zoned property, and will not pose a detrimental effect to the general public, nor have a negative effect on property values in the area; and

WHEREAS, the Combined Board has filed its minutes regarding approval of this request for rezoning with the Corporate Authorities and has recommended that this rezoning be approved; and

WHEREAS, the corporate authorities find that the granting of this rezoning would not be inconsistent with surrounding uses nor be contrary to the intent of the Zoning Code of the Village.

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

SECTION 1: That the property described in Section 1 of this Ordinance be granted rezoning from B-2 General Retail District to B-3 Service District.

LEGAL DESCRIPTION

Parcel 1:


Lot 2 in Modaff's plat of lots two and three being part of the southwest quarter of Section 32, Township 40 North, Range 10 East of Third Principal Meridian, according to the plat thereof recorded February 19, 1959, as Document No. 912843, in DuPage County, Illinois.

SECTION 2: This Ordinance shall be in full force and effect from and after the passage, approval and publication in pamphlet form as provided by law, provided, however, that this Ordinance is executed by the owners of the subject property or such other party in interest, consenting to and agreeing to be bound by the terms and conditions contained within this Ordinance. Such execution and delivery to the Village shall take place within sixty (60) days after the passage and approval of this Ordinance, or within such extension of time as may be granted by the corporate authorities by motion.

SECTION 3: That failure of the owner or other party in interest, or a subsequent owner or other party in interest, to comply with the terms of this Ordinance, after execution of said Ordinance, shall subject the owner or party in interest to the penalties set forth in Section 16-17-7, A and B of the Village of Carol Stream Zoning Code, and/or termination of the special use after notice and public hearing in accordance with the procedures required by statute and the Carol Stream Zoning Code.

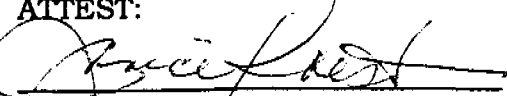
PASSED AND APPROVED THIS 18TH DAY OF OCTOBER 2004.

AYES: 6 Trustees McCarthy, Gieser, Saverino, Stubbs,
Fenner and Shanahan
NAYS: 0
ABSENT: 0



Ross Ferraro, Mayor

ATTEST:


Janice Koester, Village Clerk

I, _____, being the owner or other party of interest of the
property

(please print)

legally described within this Ordinance, having read a copy of the Ordinance, do
hereby accept, concur and agree to develop and use the subject property in
accordance with the terms of this Ordinance.

(Date)

(signature)

2004-10-58

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

ORDINANCE NO. 2004-10-58

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR
A CAR WASH AND VARIATIONS FOR
STACKING SPACES AND EQUIPMENT SETBACK**

(120 S. GARY AVENUE)

**ADOPTED BY THE MAYOR AND BOARD OF TRUSTEES
OF THE VILLAGE OF CAROL STREAM
THIS 18th DAY OF OCTOBER, 2004**

**Published in pamphlet form
by order of the Mayor
and Board of Trustees of
the Village of Carol Stream,
County of DuPage, Illinois
This 28th day of October, 2004.**

ORDINANCE NO. 2004-10-58

**AN ORDINANCE APPROVING SPECIAL USE PERMIT FOR A
CAR WASH AND VARIATIONS FOR STACKING SPACES AND EQUIPMENT
SETBACK
(120 S. GARY AVENUE)**

WHEREAS, M & E Enterprises, Inc. has requested a Special Use Permit in accordance with Sections 16-9-4(C)(2) of the Carol Stream Zoning Code to allow a car wash and variations from Section 16-13-3(C) and 16-12-2(B)(13) of the Carol Stream Zoning Code to allow a reduction in the number of vehicle stacking spaces and a reduction in the required setback for equipment; and

WHEREAS, the Combined Plan Commission and Zoning Board of Appeals, pursuant to proper notice, held a public hearing on September 27, 2004 and continued to October 11, 2004 concerning this request and has determined that approval of the Special Use Permit and Variations would not be detrimental to the public welfare nor to the surrounding properties; and

WHEREAS, the said Combined Plan Commission/Zoning Board of Appeals has filed its minutes with the Carol Stream Board of Trustees containing its findings and its recommendations that the special uses and variations be approved subject to certain conditions being met.

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

SECTION 1: That the property, legally described in Section 1 of this Ordinance, commonly known as 120 S. Gary Avenue, be granted the special use for a car wash and variations in the number of vehicle stacking spaces and the reduction in the required setback for equipment in accordance with the Site Plans (Exhibit A, dated 10/1/04) and Landscape Plan (Exhibit B, dated 10/3/04), Building Elevation Plans

(Exhibits C1 dated 9/15/04, C2 dated 9/22/04), (Exhibit D dated 10/4/04) provided the following conditions are met:

1. That all mechanical equipment, whether located on the roof or exterior of the building or on the ground adjacent to the building, shall be screened from view from public ways.
2. That the split faced masonry blocks used in the construction of the car wash building shall also be used in the construction of the trash enclosure and vending enclosure.
3. That the base of the vacuum/trash can islands shall be constructed using textured or colored concrete or masonry that will match the masonry used in the construction of the building.
4. That the Village's looped parking stall striping shall be used in the striping of all parking spaces.
5. That the landscape materials shall be increased in the area of the landscape screen around the parking spaces so that the required point values for this area is met.
6. That groupings of evergreen shrubs, at least 30 inches in height at the time of planting, shall be installed between the proposed shade trees along the south property line.
7. That the discrepancy in the size of the landscape island north of the towel dry spaces shall be rectified between the site plan and the landscape plan, and that the island shall be a minimum of 120 square feet in area.
8. That the landscape plan plant list shall be corrected to include all plant species proposed for installation on the site.
9. That all reasonable efforts shall be made to remove the unattractive off site Elm tree just to the northeast of the car wash property.
10. That all landscape materials shall be maintained in a neat and healthy manner, with dead or dying materials replaced with similar size and type species on an annual basis.
11. That the building and site shall be developed in accordance with the attached site, landscape and building elevation plans, except for that the plans may be modified in accordance with the recommendations provided above.
12. That the applicant shall obtain sign permits for all site signage;

13. That pavement striping to indicate turn lanes shall be provided at the exit to Gary Avenue, along with a stop sign and stop bar.
14. That the steel bollards near the west driveway entrance shall be removed.
15. That the cross access easement and agreement shall be recorded with DuPage County.
16. That a sample of the split faced masonry unit shall be submitted to the Chief Code Enforcement Officer for evaluation of compliance with Building Code standards.
17. That the building shall be fully fire suppressed and have a fire alarm system if required by the Building Code.
18. That the building shall be required to have rest room facilities if required by the Building Cod.
19. That the development and operation of the facility will comply with all state, county and Village Codes and requirements.

LEGAL DESCRIPTION

Parcel 1:

Lot 2 in Modaff's plat of lots two and three being part of the southwest quarter of Section 32, Township 40 North, Range 10 East of Third Principal Meridian, according to the plat thereof recorded February 19, 1959, as Document No. 912843, in DuPage County, Illinois.


SECTION 2: This Ordinance shall be in full force and effect from and after the passage, approval and publication in pamphlet form as provided by law, provided, however, that this Ordinance is executed by the owners of the subject property or such other party in interest, consenting to and agreeing to be bound by the terms and conditions contained within this Ordinance. Such execution and delivery to the Village shall take place within sixty (60) days after the passage and approval of this Ordinance, or within such extension of time as may be granted by the corporate authorities by motion.

SECTION 3: That failure of the owner or other party in interest, or a subsequent owner or other party in interest, to comply with the terms of this Ordinance, after

execution of said Ordinance, shall subject the owner or party in interest to the penalties set forth in Section 16-17-7, A and B of the Village of Carol Stream Zoning Code, and/or termination of the special use after notice and public hearing in accordance with the procedures required by statute and the Carol Stream Zoning Code for an amendment to the Zoning Code.

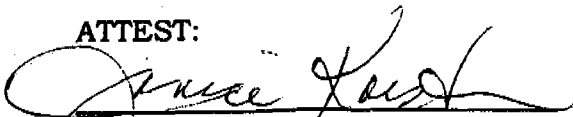
PASSED AND APPROVED THIS 18th DAY OF OCTOBER 2004.

AYES: 6 Trustees McCarthy, Gieser, Saverino, Stubbs,
Fenner and Shanahan
NAYS: 0
ABSENT: 0



Ross Ferraro, Mayor

ATTEST:

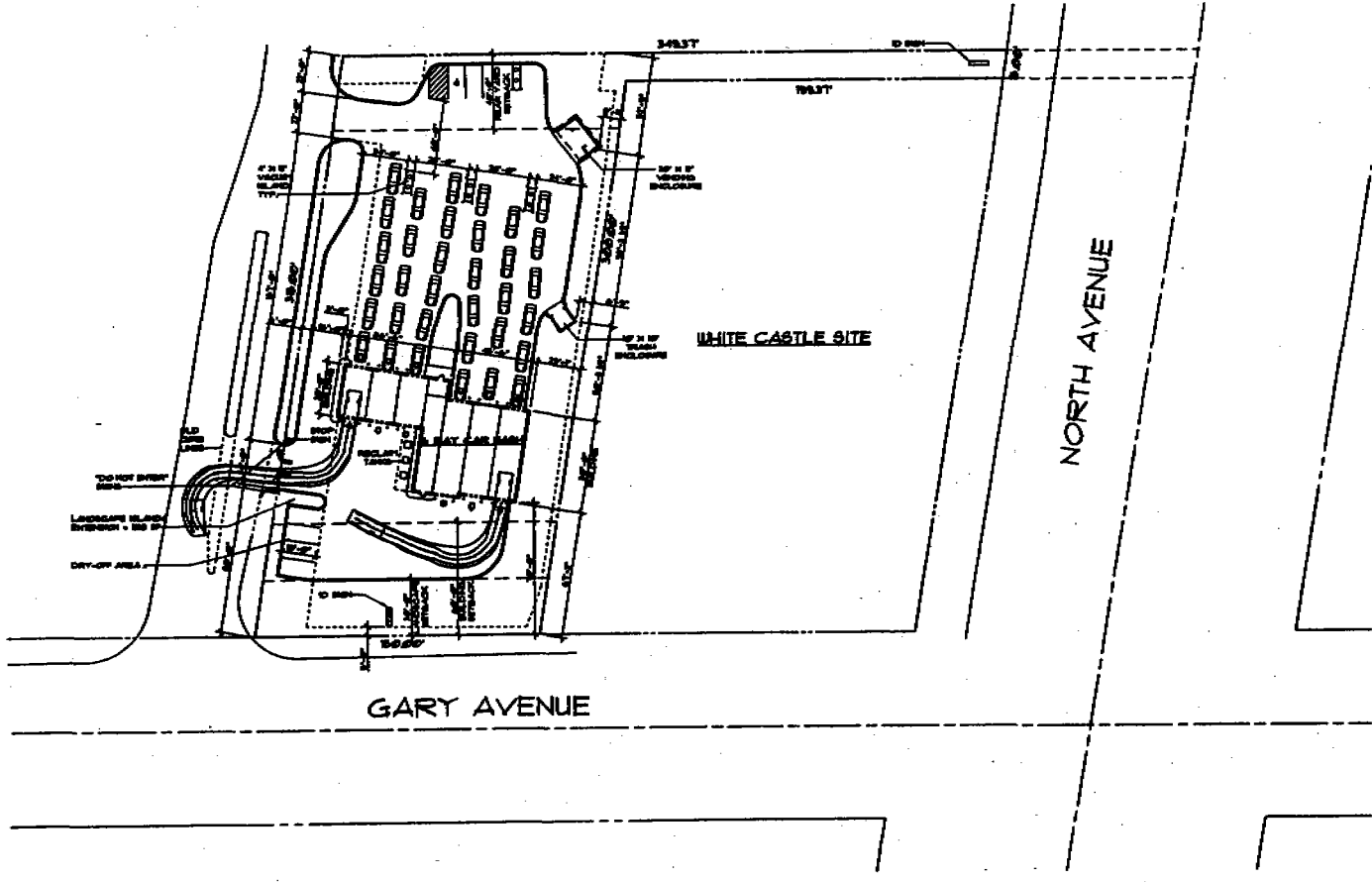


Janice Koester, Village Clerk

I, _____, being the owner or other party of interest of the
(please print)
property legally described within this Ordinance, having read a copy of the Ordinance,
do hereby accept, concur and agree to develop and use the subject property in
accordance with the terms of this Ordinance.

(Date)

(Signature)



PROPOSED SITE PLAN

1" = 30'-0"

M & E ENTERPRISES
 6 BAY CAR WASH

01	00-00	EXIST. DRIVE	0
02	00-00	EXIST. DRIVE	0
03	00-00	EXIST. DRIVE	0
04	00-00	EXIST. DRIVE	0
05	00-00	EXIST. DRIVE	0
06	00-00	EXIST. DRIVE	0
07	00-00	EXIST. DRIVE	0
08	00-00	EXIST. DRIVE	0
09	00-00	EXIST. DRIVE	0
10	00-00	EXIST. DRIVE	0
11	00-00	EXIST. DRIVE	0
12	00-00	EXIST. DRIVE	0
13	00-00	EXIST. DRIVE	0
14	00-00	EXIST. DRIVE	0
15	00-00	EXIST. DRIVE	0
16	00-00	EXIST. DRIVE	0
17	00-00	EXIST. DRIVE	0
18	00-00	EXIST. DRIVE	0
19	00-00	EXIST. DRIVE	0
20	00-00	EXIST. DRIVE	0
21	00-00	EXIST. DRIVE	0
22	00-00	EXIST. DRIVE	0
23	00-00	EXIST. DRIVE	0
24	00-00	EXIST. DRIVE	0
25	00-00	EXIST. DRIVE	0
26	00-00	EXIST. DRIVE	0
27	00-00	EXIST. DRIVE	0
28	00-00	EXIST. DRIVE	0
29	00-00	EXIST. DRIVE	0
30	00-00	EXIST. DRIVE	0
31	00-00	EXIST. DRIVE	0
32	00-00	EXIST. DRIVE	0
33	00-00	EXIST. DRIVE	0
34	00-00	EXIST. DRIVE	0
35	00-00	EXIST. DRIVE	0
36	00-00	EXIST. DRIVE	0
37	00-00	EXIST. DRIVE	0
38	00-00	EXIST. DRIVE	0
39	00-00	EXIST. DRIVE	0
40	00-00	EXIST. DRIVE	0
41	00-00	EXIST. DRIVE	0
42	00-00	EXIST. DRIVE	0
43	00-00	EXIST. DRIVE	0
44	00-00	EXIST. DRIVE	0
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46	00-00	EXIST. DRIVE	0
47	00-00	EXIST. DRIVE	0
48	00-00	EXIST. DRIVE	0
49	00-00	EXIST. DRIVE	0
50	00-00	EXIST. DRIVE	0

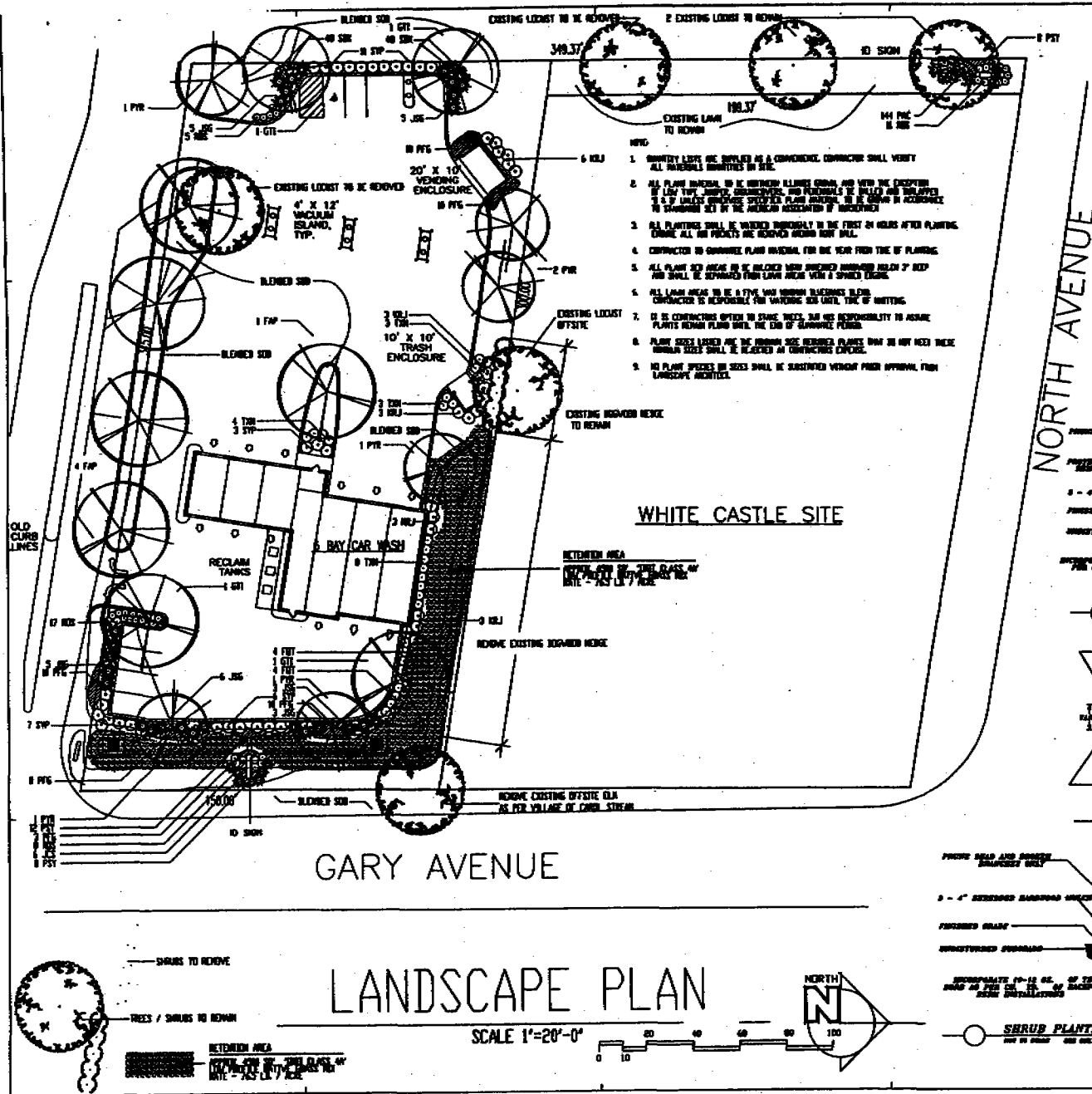
6 BAY CAR WASH
 ONE BAY & DRIVE DRIVE
 CHICAGO, IL

PROPOSED SITE PLAN

DATE:	NOV 1, 2007
SCALE:	1" = 30'-0"
PROJECT:	6 BAY CAR WASH
CLIENT:	M & E ENTERPRISES
ARCHITECT:	KURTZ ASSOCIATES ARCHITECTS

A010

Exhibit A



QTY	CODE	PLANT NAME	SIZE
4	GT1	OLESTRA THACARUS	SOULIC HOEYLOST
3	FW	FRABUS AMERICANA	AUTUM PURPLE ASH
6	PFR	PIRUS CALLERIANA	CHANTRELLE PEAR
18	TR	TAINS HEBA	HEBA TEV
6	JCS	JAMPENS CHINESS	SAGEEN JUMPER
27	JCS	JAMPENS CHINESS	SEA GREEN JUMPER
27	SP	SORCHA PALIDORANA	SWAY NIBEAN LILAC
17	KLJ	KERNA JAPONICA	JAPANESE HEDER
4	HR	HERA SPECIES	HEILAND SHIRO HIRE
1	FUT	FUTHERELLA GARDENI	SWAY FUTHERELLA
36	SR	SERAN GARDENIUM	YELLOW STREXOP
144	PAC	PACHSABINA HENRIKALA	JAPANESE SPURGE
28	PST	PERENICALLIS SPECIES	STELLA DE OIA BULLY
3	FG	FONKSETH SPECIES	FOUNTAIN GRASS

701 Lee Street
Suite 800
San Francisco,
California
94016-4501

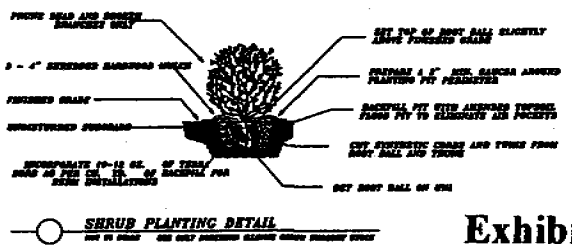
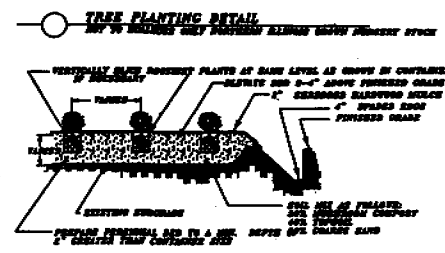
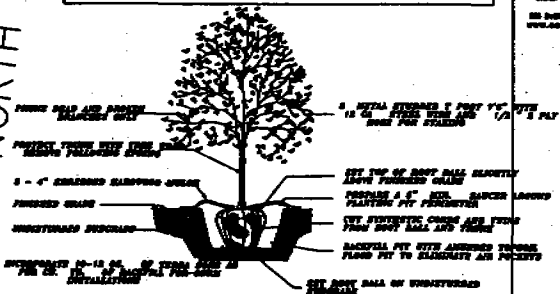
T 415 774 0132
F 415 774 7908
www.kentarch.com

COMPUTERIZED
Landscape Construction

Estimating / Analysis / Construction Management

300 Park Ave., 10th Floor, New York, NY 10022
www.computerizedlandscape.com

NORTH AVENUE



NO.	DATE	DESCRIPTION	BY
1	01-23-04	SITE CHANGES	PC
2	02-25-04	SITE CHANGES	PC
3	03-11-04	SITE CHANGES	PC
4	03-25-04	SITE CHANGES	PC
5	04-17-04	SITE CHANGES	PC
6	05-07-04	SITE CHANGES	PC
7	05-21-04	SITE CHANGES	PC
8	06-04-04	SITE CHANGES	PC

6 BAY CAR WASH
BAY AVENUE & NORTH AVENUE
OAKLAND, CALIF.

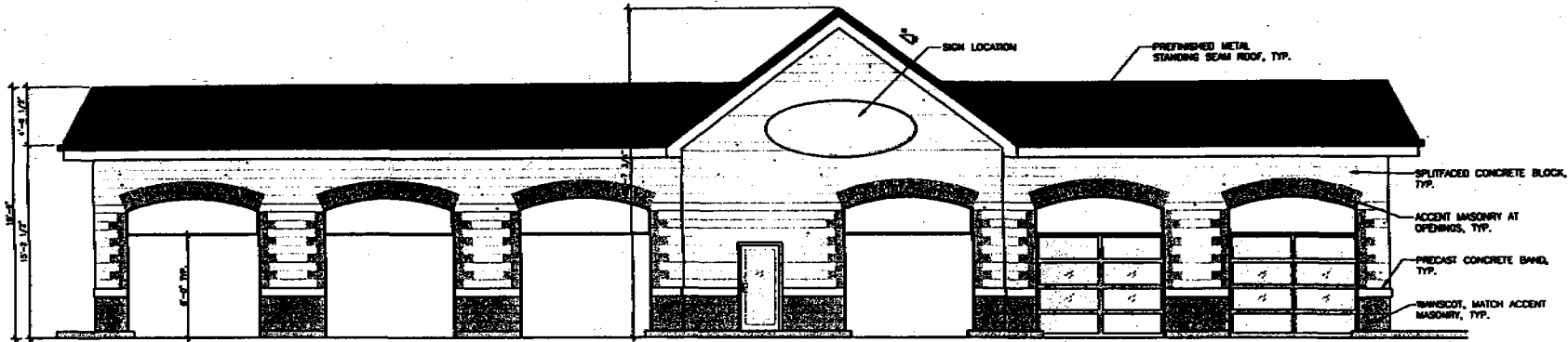
SCALE: 1"=20'-0"

LANDSCAPE PLAN

DATE: 01-23-04
DRAWN BY: J. BROWN
CHECKED BY: J. BROWN
SCALE: 1"=20'-0"

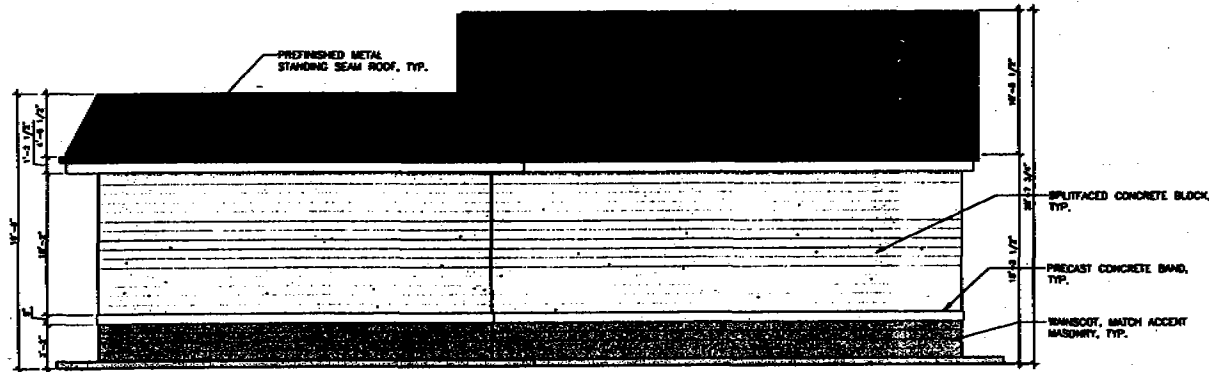
Exhibit B

L-1



EAST ELEVATION

1/8" = 1'-0"



SOUTH ELEVATION

1/8" = 1'-0"

KURTZ ASSOCIATED ARCHITECTS

701 Lee Street
Suite 200
Des Plaines, Illinois
60018-4001

V 847 894 8122
F 847 894 7888
www.kurtzarch.com

M & E ENTERPRISES
6 BAY CAR WASH

1	0-15-01	ROOF FOR 2ND BAY APPROX.	CI
2	0-15-01	ROOF FOR 3RD BAY APPROX.	CI
3	0-15-01	CHASSIS BRIDGE	CI
4	0-15-01	ROOF FOR 4TH BAY APPROX.	CI
5	0-15-01	CHASSIS BRIDGE	CI
6	0-15-01	CHASSIS BRIDGE	CI
7	0-15-01	CHASSIS BRIDGE	CI
8	0-15-01	CHASSIS BRIDGE	CI
9	0-15-01	CHASSIS BRIDGE	CI
10	0-15-01	CHASSIS BRIDGE	CI
11	0-15-01	CHASSIS BRIDGE	CI
12	0-15-01	CHASSIS BRIDGE	CI

6 BAY CAR WASH
SAY WASH & BRUSH WASH
CITY, ILLINOIS

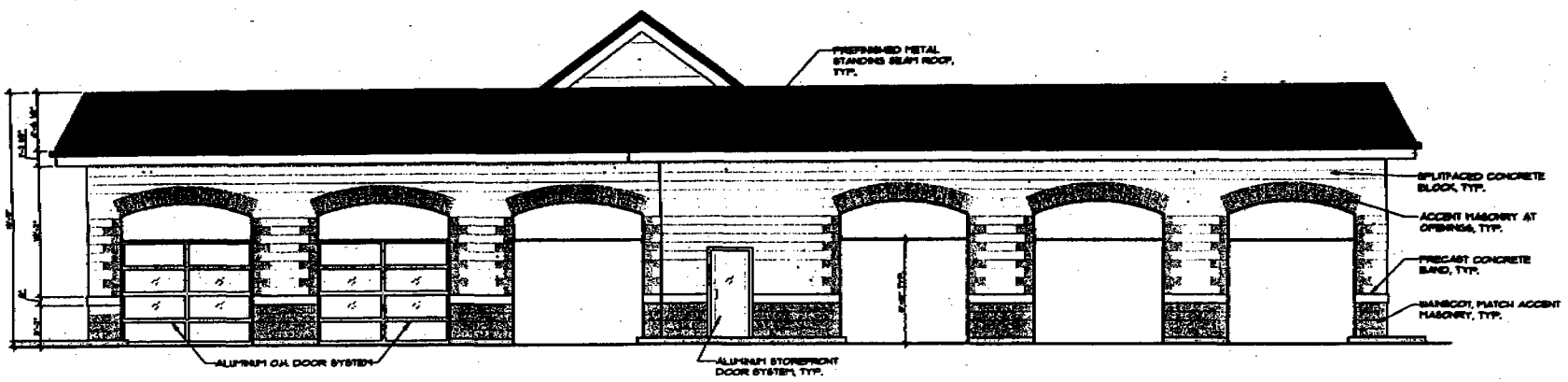
PROPOSED
ELEVATIONS

DATE	01.01.2008	JOB NO.	000
PROJECT	6 BAY CAR WASH	OWNER	M & E ENTERPRISES
DESIGNER	KURTZ ASSOCIATED ARCHITECTS	ARCHITECT	KURTZ ASSOCIATED ARCHITECTS

A200

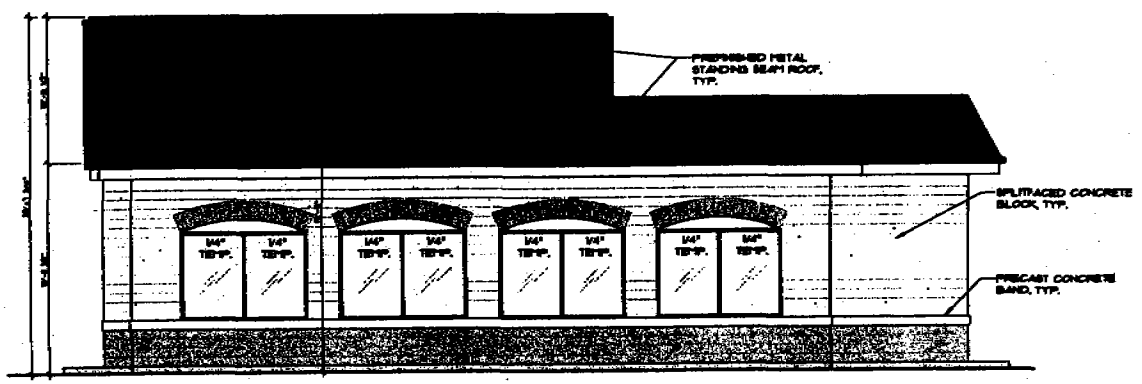
EXHIBIT C-1

M & E ENTERPRISES
 6 BAY CAR WASH



WEST ELEVATION

1/8" = 1'-0"



NORTH ELEVATION

1/8" = 1'-0"

1	1-23-01	CEILING FINISH	0
2	1-23-01	WALLS AND CEILING FINISH	0
3	1-23-01	FLOOR FINISH	0
4	1-19-01	CEILING FINISH	0
5	1-23-01	WALLS AND CEILING FINISH	0
6	1-23-01	FLOOR FINISH	0
7	1-23-01	CEILING FINISH	0
8	1-23-01	FLOOR FINISH	0
9	1-23-01	WALLS AND CEILING FINISH	0
10	1-23-01	FLOOR FINISH	0
11	1-23-01	WALLS AND CEILING FINISH	0
12	1-23-01	FLOOR FINISH	0
13	1-23-01	WALLS AND CEILING FINISH	0
14	1-23-01	FLOOR FINISH	0
15	1-23-01	WALLS AND CEILING FINISH	0
16	1-23-01	FLOOR FINISH	0
17	1-23-01	WALLS AND CEILING FINISH	0
18	1-23-01	FLOOR FINISH	0
19	1-23-01	WALLS AND CEILING FINISH	0
20	1-23-01	FLOOR FINISH	0

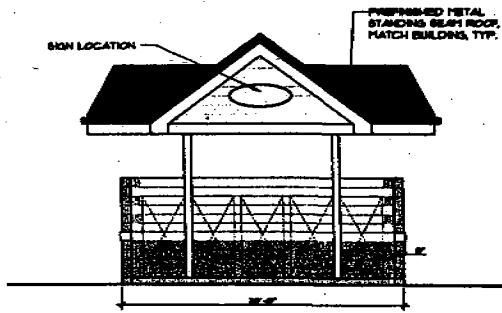
6 BAY CAR WASH
 CAR WASH & SERVICE CENTER
 OAK PARK, IL

PROPOSED ELEVATIONS

DATE	01.15.10	BY	J.M.
REVISION		BY	
DATE		BY	
DATE		BY	
DATE		BY	

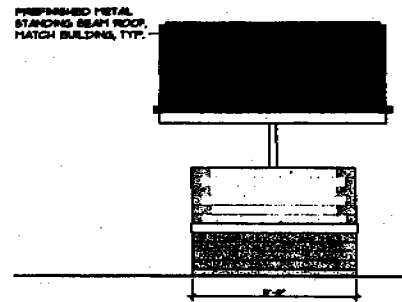
A201

EXHIBIT C-2



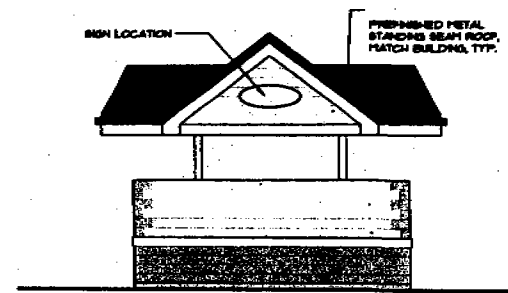
FRONT ELEVATION

1/8" = 1'-0"



SIDE ELEVATION

1/8" = 1'-0"



REAR ELEVATION

1/8" = 1'-0"



KURTZ ASSOCIATED ARCHITECTS

701 Lee Street
Suite 900
Oro Valley, Arizona
85168-4891
V 547 824 0132
F 547 824 7988
www.kurtzarch.com

M & E ENTERPRISES
6 BAY CAR WASH

1	01-20-04	CLERK CHAIRS	0
2	02-20-04	CLERK CHAIRS	0
3	03-20-04	CLERK TABLE SEATING APPOINT	0
4	04-20-04	CLERK TABLE SEATING APPOINT	0
5	05-10-04	CLERK CHAIRS	0
6	06-01	CLERK TABLE SEATING APPOINT	0
7	07-04-04	CLERK CHAIRS	0
8	08-20-04	CLERK CHAIRS	0
9	09-20-04	CLERK CHAIRS	0
10	10-20-04	CLERK CHAIRS	0
11	11-20-04	CLERK CHAIRS	0
12	12-20-04	CLERK CHAIRS	0
13	13-20-04	CLERK CHAIRS	0
14	14-20-04	CLERK CHAIRS	0
15	15-20-04	CLERK CHAIRS	0
16	16-20-04	CLERK CHAIRS	0
17	17-20-04	CLERK CHAIRS	0
18	18-20-04	CLERK CHAIRS	0
19	19-20-04	CLERK CHAIRS	0
20	20-20-04	CLERK CHAIRS	0

6 BAY CAR WASH
CAR WASH & SERVICE BAY
Oro Valley, AZ

SENDING ENCLOSURE

DATE: 11/11/04
BY: [Signature]
PROJECT: 04-0000-0000

A202

EXHIBIT D

AGENDA ITEM
I-3 11-21-05

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: Donald T. Bastian, Village Planner *DB*

DATE: November 18, 2005

**RE: Agenda Item for the Village Board meeting of 11/21/05:
Request for Approval of a Temporary Use - Outreach
Community Ministries Furniture Sale, 610 E. North Avenue
(Wheaton Christian Center Property)**

PURPOSE

The purpose of this memorandum is to coordinate a request by Outreach Community Ministries for temporary approval to allow a used furniture sale event within the Wheaton Christian Center building at 610 E. North Avenue.

DISCUSSION

As seen in the attached letter dated November 18, 2005, from Chris Ellerman, Executive Director of Outreach Community Ministries, OCM has an opportunity to obtain 78 rooms worth of used furniture from a hotel chain that operates in DuPage County. OCM would like to sell the furniture for the purpose of raising funds that would support their charitable activities. OCM is proposing that the furniture sales take place within the Wheaton Christian Center building, and Wheaton Christian Center has given OCM permission to use existing vacant space, identified as "System #1 Unoccupied" on the attached site plan, to store and arrange the furniture, as well as for the subsequent sales events. OCM proposes that the sales would take place on eight successive Saturdays during the months of February and March 2006, between the hours of 9:00 a.m. and 6:00 p.m.

In 1999, the Wheaton Christian Center property was zoned B-4 Office, Research and Institutional Building District, and a Special Use Permit was approved to allow for the operation of a Regional Religious Institution. In evaluating the temporary used furniture sales event that OCM proposes to conduct, we note that the list of permitted and special uses of the B-4 District does not contain an entry for temporary used furniture sales. The list also does not contain a nearly synonymous use. If a use is not listed as a permitted or Special Use, it is understood that the use is prohibited.

Mr. Ellerman contacted the Village to determine whether there was a way that the temporary sales use could be allowed. After reviewing the Village Code, staff determined that the Village Board would have the authority to approve the proposed use through the provisions of Section 1-1-17 of the Code, which state that, ***"The Village Board may grant waivers and/or variances from the provisions within this Code of Ordinances by motion; except where State statute or this Code require a different or more formal procedure in which case, any waivers and/or variances granted shall be temporary in nature and each such motion shall be limited to the granting of waivers and/or variances for a period not in excess of 120 days."***

In reviewing this request, staff notes that the building and property are well suited to the proposed temporary use, as there is adequate room in the building for the storage and sale, and plenty of parking is available for customers. The primary concern that staff has with the use involves the potential precedent-setting nature of the request, if it is ultimately approved. However, staff believes that there are some unique factors that would minimize the precedent-setting nature of the request. These factors include:

- Although the proposed sales would take place on eight successive Saturdays over a two-month period, Outreach Community Ministries has indicated that this is a one-time event and that they do not plan to hold other similar events in the future.
- Outreach Community Ministries is a religious-based not-for-profit organization, and that the used furniture sales would raise funds for their charitable activities.

Staff notes that it is not uncommon for churches to have periodic fund raising events such as bake sales or rummage sales, and so the proposed use is not necessarily out of character for the church use. It is also worth repeating that the furniture sales are not being conducted as part of a commercial enterprise or to generate a profit.

Since the Code would require a more formal process for approving the type of use requested by Outreach Community Ministries, specifically a text amendment to the Zoning Code, Section 1-1-17 of the Village Code allows the Village Board to grant a waiver for a maximum of 120 days. Given that OCM plans to begin using the building in early January of 2006, with sales continuing through March, staff suggests that, if the Village Board is inclined to approve the temporary used furniture sales use, that the approval be effective beginning January 1, 2006. This should allow adequate time for the furniture to be stocked in the building, arranged for sale, and for the sales to be held.

RECOMMENDATION

If the Village Board believes it is appropriate to allow the temporary used furniture sales use, the Board should approve the temporary use by motion. Staff suggests that the approval be subject to the following conditions:

1. That the furniture must be kept inside the building, and that the sale events must be held completely inside the building;
2. That the necessary permits be obtained for the signage that will be used to advertise the sales event;
3. That the approval to allow the temporary sales shall only be valid for 120 days.

DTB:db

t:\planning\village planner\village manager\ocmfurniture1.doc

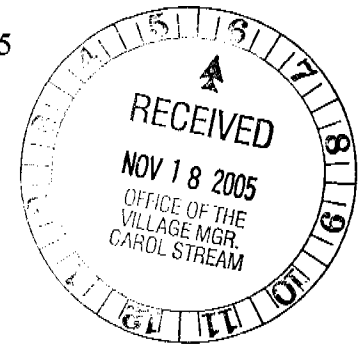
Outreach

Community Ministries

"Where All God's Children Deserve a Jubilee"

122 West Liberty Drive • Wheaton, IL 60187 • 630/682-1910 • FAX 630/682-3094 • www.outreachgrp.org

November 18, 2005



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

RE: Temporary Use Permit

Dear Mr. Breinig:


The purpose of this letter is to request permission from the Village of Carol Stream to utilize unoccupied space at the Wheaton Christian Center (601 East North Avenue, Carol Stream, IL) to sell some used furniture that has been donated to Outreach Community Ministries by a hotel chain located here in DuPage County.

Our plan is to receive the furniture (78 rooms and suites) the first or second week of January, and then use the remainder of January to prepare the space for a "giant" garage sale. We would then plan to open up the facility on eight successive Saturdays from 9:00 a.m. to 6:00 p.m. during the months of February and March 2006 for this sale. Our goal will be to sell all of the furniture and furnishings during this time period, leaving very little to remove from the facility and place in storage. Whatever does remain will be removed to a storage center and, from there, will be moved into one of the two resale stores that we operate as floor space opens up at those stores.

Wheaton Christian Center has agreed to permit OCM to use the unoccupied space at their facility for the purpose as long as we receive permission from the Village for this activity. We do see this as a one-time opportunity for us and, therefore, this would be a one-time request for this activity. From our discussion with the Village staff, we are aware of the temporary banner and sign regulations and will follow these regulations during the operational period of the store.

We appreciate the consideration that will be given to our request by the Village.

Sincerely yours,


Chris Ellerman
Executive Director

sp

Board of Directors

Gregory W. Osko
President

Janice A. Gerzevske
Vice President

Timothy S. Hultgren
Vice President

Mark D. Taylor
Secretary-Treasurer

Christopher P. Barton

William Bradley

Christopher G. Cleghorn

Rev. William Emanuel

Susan J. Erickson

Elizabeth S. Fairbanks

Richard B. Holt

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Rev. Don C. Leo

John M. Lorenzen

Judith E. Newitt

Bradley G. Pihl

Susan Rohl

Glenn P. Sapa

Carolyn Stonehocker

Philip A. Stough

Timothy J. Traxinger

Chris Ellerman
Executive Director

Outreach Community
Ministries, Inc.
sponsors:

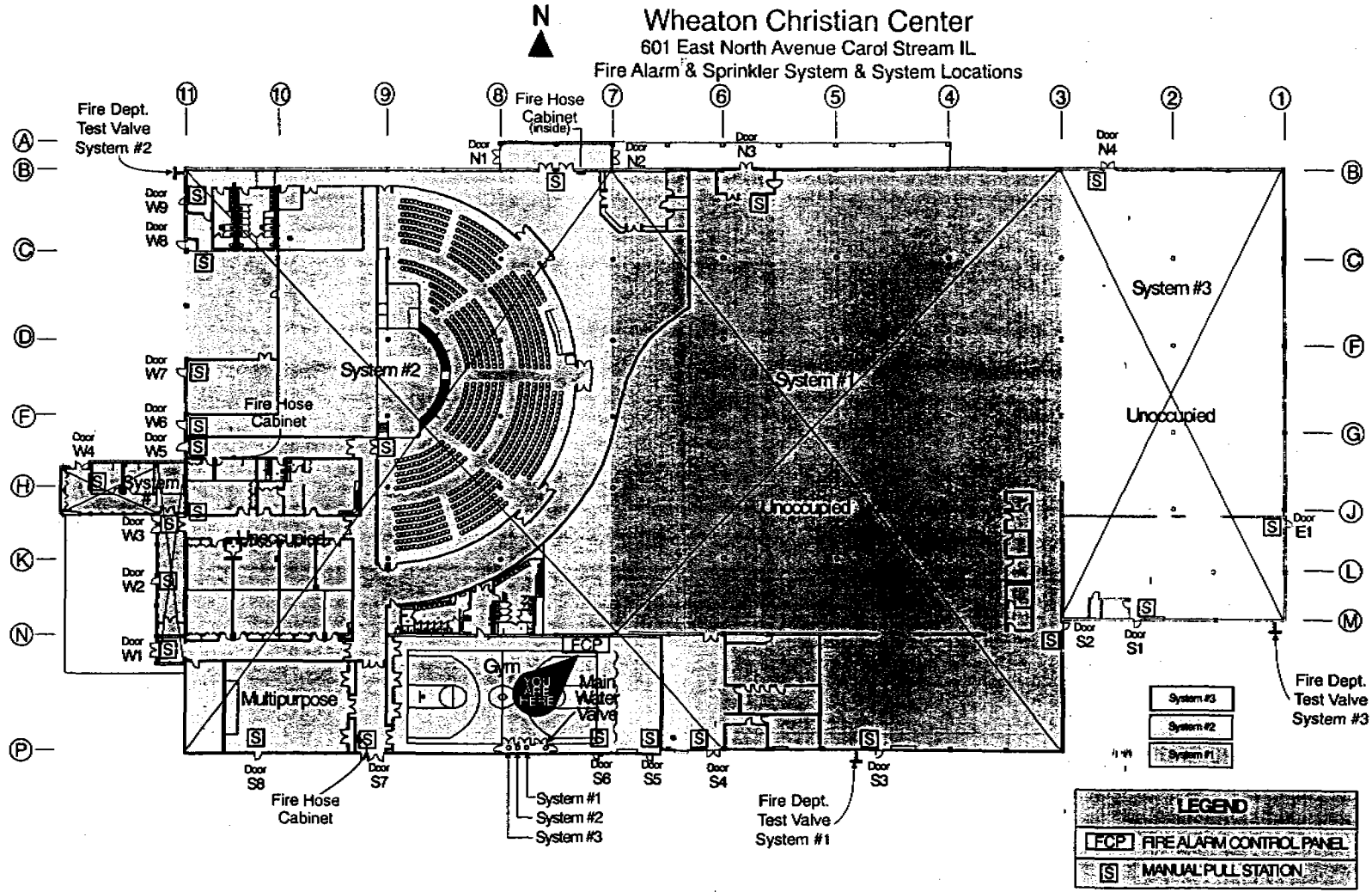
Wheaton Youth Outreach

Outreach Community
Center in Carol Stream

Warrenville Youth &
Family Services

Outreach Community
Services, Inc.

Wheaton Christian Center
 601 East North Avenue Carol Stream IL
Fire Alarm & Sprinkler System & System Locations



Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM INVOICE	PO#	F/P ID LINE
ADVOCATE OCCUPATIONAL	POST OFFR MED EXAM-POLIC	971.00	PERSONNEL HIRING	01.451.228	213115	459133	P 521 00017
AMEC EARTH & ENVIRONMENT	STORMWATER MNGMT	975.00	CONSULTANT	01.462.253	N12364270	462245	P 521 00010
AMERICAN RED CROSS	KATRINA RELIEF FUND	2,320.00	DONATIONS - DISASTER REL	01.2227	W&S DONATIONS		517 00002
ARROW ROAD CONSTRUCTION	APHALT	353.42	MATERIALS	06.432.340	3202MB		521 00035
ASSN POLICE SOCIAL WORKE	THOMAS, MOLLOY, MCNAMARA	120.00	DUES & SUBSCRIPTIONS	01.466.234	2006 DUES		521 00087
B & F TECHNICAL CODE SER	PLUMB INSP'S-OCT16-31	1,040.00	CONSULTANT	01.464.253	22566	463194	P 521 00032
BAXTER & WOODMAN INC	CHARGER CT LIPT SYN REPL	1,022.52	CONSTRUCTION	04.410.480	104514	467223	P 521 00041
	PROF SRVS-ANTENNA WTR TW	301.00	CONSULTANT	01.464.253	104515		521 00058
		1,323.52	*VENDOR TOTAL				
BUDS & BLOOMS INC	FLOWERS-CRAWFORD	53.00	EMPLOYEE RECOGNITION	01.452.242	10/14/2005		521 00072
	FLOWERS-KNUDSEN	54.00	EMPLOYEE RECOGNITION	01.452.242	10/19/2005		521 00074
	FLOWERS-GONET	51.00	EMPLOYEE RECOGNITION	01.452.242	10/29/2005		521 00075
	FLOWERS-MITHALOWSKI	93.00	EMPLOYEE RECOGNITION	01.452.242	10/29/2005		521 00076
	FLOWERS-TIDSEL	81.00	EMPLOYEE RECOGNITION	01.452.242	10192005		521 00073
		332.00	*VENDOR TOTAL				
C S FIRE PROTECTION DIST	50*SHR OF FILE OF LIFE	508.46	PRINTED MATERIALS	01.466.315	H15623		521 00056
	PERMIT FEES-OCT/2005	8,075.00	DEPOSIT-FIRE DISTRICT PE	01.2416	PERMITS-OCT/05		521 00028
		8,583.46	*VENDOR TOTAL				

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
C S PARK DISTRICT	DONATIONS-OCT/2005	31,326.30	DEPOSIT-PARK DIST DEV CO	01.2403		DONATIONS-OCT		521 00027
C S PUBLIC LIBRARY	DONATIONS-OCT/2005	2,467.61	DEPOSIT-LIBRARY DEVEL CO	01.2401		DONATIONS-OCT		521 00026
	PPRT COLLECT-OCT/2005	6,532.80	PERSONAL PROPERTY REPLAC	01.310.102		PPRT-OCT/2005		521 00029
		9,000.41	*VENDOR TOTAL					
CAROL STREAM ARTS	GRANT FUND	1,500.00	COMMUNITY SERVICE PROGRA	01.452.274		GRANT		517 00003
CERON-PEREZ/MARINA	SERV FOR 10/2-24,2005	832.50	CONSULTANT	01.466.253		10/2-10/24	466478 P	521 00002
CLASSIC LANDSCAPE, LTD	TWN CTR, DAYLIL, VLG HL	950.00	MAINTENANCE & REPAIR	01.468.244		22807	460430 P	521 00043
	LAWN MAINT-NORTH AVE	6,900.00	PROPERTY MAINTENANCE	01.467.272		22810	460430 P	521 00038
		7,850.00	*VENDOR TOTAL					
COMM CONSOLIDATED SCHOOL	DONATIONS-OCT/2005	10,353.00	DEPOSIT-SCHOOL #93 CASH/	01.2411		DONATIONS-OCT		521 00025
COMMONWEALTH EDISON CO	SERV FOR 10/08 - 11/09	37.56	ELECTRICITY	06.432.248		1083101009		521 00066
	SERV FOR 10/08 - 11/09	90.25	ELECTRICITY	01.467.248		6827721000		521 00065
		127.81	*VENDOR TOTAL					
COUNTY COURT REPORTERS I	PLAN COMM MINUTES-10/24	160.00	COURT RECORDER FEES	01.453.241		086988		521 00023
CREATIVE CARE MANAGEMENT	SRV FOR 12/01/05-2/28/06	1,125.00	EMPLOYEE SERVICES	01.459.273		05LQ82	459136 P	521 00040
CREATIVE FORMS & CONCEPT	W2 & 1099'S-FINANCE	144.86	PRINTED MATERIALS	01.461.315		104530		521 00071

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
DAILY HERALD	AD FOR MECHANICS HELPER	933.37	PERSONNEL HIRING	01.459.228		T3629267		521 00021
DUPAGE COUNTY	DATA PROCESS-OCT, POLICE	250.00	DATA PROCESSING	01.466.247		1224	466442 P	521 00001
	GIS FEE-OCT ENGR	225.00	GIS SYSTEM	01.462.257		1265		521 00018
	GIS FEE-OCT PLAN/ZON	225.00	GIS SYSTEM	01.463.257		1265		521 00019
		700.00	*VENDOR TOTAL					
DUPAGE COUNTY RECORDER	RECORDING FEE-VLG CLERK	60.50	RECORDING FEES	01.458.233		0184	461376 P	521 00083
	RECORDING FEE-VLG CLERK	8.00	RECORDING FEES	01.458.233		0225	461376 P	521 00082
		68.50	*VENDOR TOTAL					
DUPG SR POLICE MGMT ASSN	OAKLAND, ORR, O'BRIEN	90.00	DUES & SUBSCRIPTIONS	01.466.234		DUES-2006		521 00042
ERYOPS BODYCRAFT INC	REPAINT SCRATCHES-99GMC	436.20	AUTO MAINTENANCE & REPAI	04.420.212		113587		521 00063
EXAMINER PUBLICATIONS IN	MUNICIPAL PROMO-STAR WRS	40.00	MUNICIPAL PROMOTION	07.433.286		10118007		521 00034
F L HUNTER & ASSOC INC	POLYGRAPHS FOR PD DEPT	200.00	PERSONNEL HIRING	01.459.228		25929		521 00068
FEDEX	INV SUMM-NOV 2 2005	28.74	POSTAGE	01.465.229		3-165-62615	460436 P	521 00030
	INV SUMMARY NOV 9, 2005	84.15	POSTAGE	01.465.229		3-177-39381	460436 P	521 00070
		112.89	*VENDOR TOTAL					
FIRST ADVANTAGE CORPORAT	RANDOM DOT A/C SCREEN	27.95	EMPLOYMENT PHYSICALS	01.459.225		5106766		521 00022

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
GILMORE/HUNTER	TRAINING-MEALS, FUEL, TRAN	464.00	TRAINING	01.466.223		CALEA 11/14-21		517 00001
GLENBARD HI SCHOOL #87	DONATIONS-OCT/2005	2,637.90	DEPOSIT-SCHOOL #87 CASH/	01.2408		DONATIONS-OCT		521 00024
HALLORAN & YAUCH INC	IRRIGATION-T/O DAYLILLY	400.00	MAINTENANCE & REPAIR	01.468.244		14312		521 00080
	IRRIGATION-T/O VLG HL	200.00	MAINTENANCE & REPAIR	01.468.244		14314		521 00077
		600.00	*VENDOR TOTAL					
HANDELMAN / SCOTT	REIMB FOR TOW FEES	170.00	OPERATING SUPPLIES	01.466.317		TOW FEES		521 00014
HOWARD JR/THOMAS F	LEGAL SRV FOR OCT/2005	5,010.00	LEGAL FEES	01.457.238		113	466386 P	521 00049
HSE COMPLIANCE RESOURCES	TRNG-NOV 10TH-OSHA CERT	385.18	TRAINING	01.467.223		1365	467278 P	521 00051
	TRNG-NOV 10TH-OSHA CERT	72.22	TRAINING	01.469.223		1365	467278 P	521 00052
	TRNG-NOV 10TH-OSHA CERT	96.30	TRAINING	04.410.223		1365	467278 P	521 00053
	TRNG-NOV 10TH-OSHA CERT	96.30	TRAINING	04.420.223		1365	467278 P	521 00054
	TRAINING-HAZCOM, TAGOUT	385.17	TRAINING	01.467.223		1366	467278 P	521 00088
	HAZ.COM & VARIOUS TRNG	72.22	TRAINING	01.469.223		1366	467278 P	521 00089
	HAZ.COM & VARIOUS TRNG	96.31	TRAINING	04.410.223		1366	467278 P	521 00090
	HAZ.COM & VARIOUS TRNG	96.30	TRAINING	04.420.223		1366	467278 P	521 00091
		1,300.00	*VENDOR TOTAL					
IL LAW ENFORCEMENT OFFIC	3-SUBSCRIPTS-2006	72.00	DUES & SUBSCRIPTIONS	01.466.234		ACCT#104		521 00012
ILLINOIS CENTURY NETWORK	CHRGs FOR SEPT/2005	430.00	DUES & SUBSCRIPTIONS	01.465.234		0014351-IN	460457 P	521 00048

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
ILLINOIS MUNICIPAL LEAGU	2005/06 HANDBOOK EDITION	30.00	REFERENCE MATERIALS	01.460.318		2005/06 DIRECT	460510 P	521 00015
INSTITUTE FOR IMAGO	DUES/SUBSCRIPT-M THOMAS	20.00	DUES & SUBSCRIPTIONS	01.466.234		2006		521 00009
J U L I E INC	LOCATES -OCTOBER 2005	105.42	PROPERTY MAINTENANCE	01.467.272		10-05-0345		521 00005
	LOCATES -OCTOBER 2005	105.41	PROPERTY MAINTENANCE/NPD	04.420.272		10-05-0345		521 00006
	LOCATES -OCTOBER 2005	105.42	NPDES PERMIT FEE	04.410.272		10-05-0345		521 00007
		316.25	*VENDOR TOTAL					
KANSAS STATE BANK	LOGGR MAINT-JAN/2006	253.00	OFFICE EQUIPMENT MAINTEN	01.466.226		3338459	466400 P	521 00085
KOMON COMMUNICATIONS	CONSULT-10/31/05	75.00	TELEPHONE	01.467.230		10/31/2005		521 00092
LA FAYETTE HOME NURSERY	2005/06 POND MAINT PROJ	1,740.00	PROPERTY MAINTENANCE	01.467.272		016380	462243 P	521 00084
LAW ENFORCEMENT LEGAL RE	SUBSCRIPT-2006 LG RVW	98.00	DUES & SUBSCRIPTIONS	01.466.234		05-1066		521 00086
MAURER/CARYL	MILEAGE REIMB-ANNL CONF	133.86	TRAINING	01.459.223		IPELRA		521 00033
MUNICIPAL CLERKS OF ILLI	ANNL DUES-KOEBSTER, PROGAR	67.00	DUES & SUBSCRIPTIONS	01.458.234		10/05-09/06		521 00064
N W B O C A #35	GRADY,MILROY-06 DUES	45.00	DUES & SUBSCRIPTIONS	01.464.234		2006 DUES		521 00057
NORTHERN IL GAS CO	SRV FOR OCT 7-NOV 7	70.50	HEATING GAS	04.420.277		3-25-13-4460 6		521 00050

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
NORTHERN IL GAS CO	SRV FOR 10/07-11/07	113.91	HEATING GAS	01.468.277		3-25-13-9922-0		521 00078
		184.41	*VENDOR TOTAL					
NORTHERN ILLINOIS UNIVER	PHASE II GIS IMPLEMENTAT	9,907.50	CONSULTANT	01.462.253		G5B69459	462216 P	521 00004
O M I (OPER MNTNC INTN'L	NOVEMBER & AUG-OCT ADJ	107,746.74	OMI CONTRACT	04.410.262		32960	467290 P	521 00016
PETROLEUM TECHNOLOGIES	BLANK CHIP KEYS	107.62	OPERATING SUPPLIES	01.469.317		553		521 00003
PROGAR/WYNNE W	HEPA FILTERS FOR AIR PUR	84.97	OFFICE EQUIPMENT MAINTEN	01.458.226		REIMBURSEMNT		521 00013
ROWE MACHINE SERVICES	RPR TO MOTOR PUMP #1	1,455.80	MAINTENANCE & REPAIR	04.420.244		003-82721	467311 P	521 00062
SEC	SRV OCT 5 - NOV 4	2,968.56	TELEPHONE	01.465.230		630665705011		521 00061
	SRV OCT 5 - NOV 4	408.57	TELEPHONE	01.467.230		630665755311		521 00060
		3,377.13	*VENDOR TOTAL					
SEYFARTH, SHAW FAIRWEATH	REG-YR END UPDATE-MAURER	25.00	TRAINING	01.459.223		DEC 1,2005	459143 P	521 00020
SPIZZIRRI / PETER	UNIFORM/CLOTH-REIMB	447.36	UNIFORMS	01.466.324		DUMEG		521 00008
STEVENS TITLE SERVICE IN	TITLES & PROCESS FEES	210.00	AUTO MAINTENANCE & REPAI	01.466.212		TITLE & FEES		521 00059
T P I	BUILD INSPEC'S-OCT/05	11,510.00	TOWN & COUNTRY HOMES ESC	01.2230		1229	463201 P	521 00031

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
TAUTGES / JOHN	MAIN & B BOX DEBRIS	720.00	HAULING	01.467.265		106		521 00079
THEODORE POLYGRAPH SERVI	POLYGRAPHS- OFFCR CANDID	500.00	PERSONNEL HIRING	01.451.228		15126	459119 P	521 00069
THIRD MILLENIUM ASSOC IN	E-PAY FOR OCT/2005	225.00	UTILITY BILL PROCESSING	04.410.221		5958	461411 P	521 00044
	E-PAY FOR OCT/2005	225.00	UTILITY BILL PROCESSING	04.420.221		5958	461411 P	521 00045
	WTR BILL NOTICES-OCT/05	1,158.30	UTILITY BILL PROCESSING	04.410.221		5959	461412 P	521 00046
	WTR BILL NOTICES-OCT/05	1,158.30	UTILITY BILL PROCESSING	04.420.221		5959	461412 P	521 00047
		2,766.60	*VENDOR TOTAL					
THOR GUARD INC	BATTERY	152.02	AUTO MAINTENANCE & REPAI	01.467.212		17651		521 00081
TRANS UNION LLC	INVESTIGATIVE FUND	67.92	INVESTIGATION FUND	01.466.330		10516428		521 00011
TRANSYSTEMS CORP	LIES RD BIKE PATH IMPROV	6,703.27	ROADWAY CAPITAL IMPROVEM	11.474.486		10(759211)	462220 P	521 00067
UNIVERSITY OF ILLINOIS	TRAINING-M CARLISLE	391.05	TRAINING	01.466.223		UPIN0355		521 00036
WELLS/DIANE	MEALS, DEC 4-16	210.00	TRAINING	01.466.223		E PEORIA,IL		521 00055
WILSON CONSULTING	PHONE CONSULTANT-PHS I	900.00	MAINTENANCE & REPAIR	01.468.244		13005	460495 P	521 00037
	STAFF INTERVIEWS	1,000.00	MAINTENANCE & REPAIR	01.468.244		13011	460495 P	521 00039
		1,900.00	*VENDOR TOTAL					

BRC/ISD FINANCIAL SYSTEM
11/17/2005 15:06:52

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:	242,976.59						

RECORDS PRINTED - 000095

BRC/ISD FINANCIAL SYSTEM
11/17/2005 15:06:52

Schedule of Bills

VILLAGE OF CAROL STREAM
GL060S-V06.70 RECAPPAGE
GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
01	GENERAL CORPORATE FUND	121,747.94
04	WATER & SEWER O/M FUND	114,094.40
06	MOTOR FUEL TAX FUND	390.98
07	CIVIC ENHANCEMENT FUND	40.00
11	CAPITAL IMPROVEMENT FUND	6,703.27
TOTAL ALL FUNDS		242,976.59

BANK RECAP:

BANK	NAME	DISBURSEMENTS
OBB	OAK BROOK BANK	242,976.59
TOTAL ALL BANKS		242,976.59

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

DATE APPROVED BY

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ADDENDUM WARRANTS
November 8, 2005 - November 21, 2005

Fund	Check #	Vendor	Description	Amount
General	A C H	Oak Brook Bank	Payroll Oct 10,2005- Oct 23, 2005	401,823.82
Water & Sewer	A C H	Oak Brook Bank	Payroll Oct 10,2005- Oct 23, 2005	34,952.30
General	A C H	Oak Brook Bank	Payroll Oct 24,2005- Nov 6, 2005	407,125.26
General	A C H	Oak Brook Bank	Payroll Oct 24,2005- Nov 6, 2005	31,646.17
General	A C H	Ill Funds	I P B C for October, 2005	143,629.91
Water & Sewer	A C H	Ill Funds	I P B C for October, 2005	<u>11,917.93</u>
				<u><u>1,031,095.39</u></u>

Approved this _____ day of _____, 2005

By: _____
 Ross Ferrero - Mayor

 Janice Koester, Village Clerk

K-4
AGENDA ITEM
K-4 11-21-05

**VILLAGE OF CAROL STREAM
 BALANCE SHEET**

October 31, 2005

FUND	CASH	INVESTMENTS	OTHER ASSETS	TOTAL ASSETS	LIABILITIES	ADJ. FUND BAL.	LIAB. & EQUITY
GENERAL CORPORATE	1,164,822.01	14,827,023.52	2,130,989.03	18,122,834.56	3,061,245.06	15,061,589.50	18,122,834.56
WATER & SEWER	1,101,571.60	9,600,507.75	48,779,499.59	59,481,578.94	6,446,243.97	53,035,334.97	59,481,578.94
MOTOR FUEL TAX	30,868.93	2,327,885.36	18,861.33	2,377,615.62	11,935.16	2,365,680.46	2,377,615.62
CIVIC ENHANCEMENT FUND	126,628.09	332.84	500.00	127,460.93	715.00	126,745.93	127,460.93
GENERAL CORPORATE - CIP		13,972,421.38		13,972,421.38	125,857.85	13,846,563.53	13,972,421.38
GENEVA CROSSING - TIF*	863,396.35	0.00	0.00	863,396.35	0.00	863,396.35	863,396.35
TOTAL	3,287,286.98	40,728,170.85	50,929,849.95	94,945,307.78	9,635,997.04	85,299,310.74	94,945,307.78

* Funds invested in American National Bank money market fund.

**VILLAGE OF CAROL STREAM
REVENUE / EXPENDITURE STATEMENT
FOR 6 MONTHS ENDED OCTOBER 31, 2005**

FUND	REVENUE			EXPENDITURES			NET MONTHLY REV. - EXPEND.
	BUDGET	MONTH	Y.T.D.	BUDGET	MONTH	Y.T.D.	
GENERAL CORPORATE	33,553,552	1,638,432.00	8,528,095.07	33,239,366	1,447,824.28	22,818,093.20	190,607.72
WATER & SEWER O/M	9,043,280	710,946.86	4,403,082.39	7,880,450	589,773.95	3,037,955.70	121,172.91
MOTOR FUEL TAX	2,030,890	88,582.21	545,424.06	1,274,890	8,587.42	970,150.78	79,994.79
CIVIC ENHANCEMENT FUND	300,917	27,777.80	199,352.09	300,917	12,397.62	193,466.94	15,380.18
GENERAL CORPORATE - CIP	855,097	17,052.85	14,120,131.15	855,097	168,047.72	273,567.62	(150,994.87)
GENEVA CROSSING - TIF	4,791,086	2,340.13	4,626,160.84	4,937,962	0.00	4,777,875.72	2,340.13
TOTAL	50,574,832.00	2,485,131.85	32,422,245.60	48,488,682.00	2,226,630.99	32,071,109.96	258,500.86

FISCAL BASIS

	EARNED/MONTH		EARNED/YEAR-TO-DATE		COLLECTIONS
	2004-05	2005-06	2004-05	2005-06	
SALES TAX	509,043.98	465,216.87	1,506,428.85	1,478,871.10	JUL 2005
HOME RULE SALES TAX	157,670.66	166,062.31	483,410.48	535,175.95	JUL 2005
UTILITY TAX - COM ED	169,229.56	183,725.32	800,140.93	893,370.87	SEP 2005
UTILITY TAX - TELECOM.	131,514.64	183,801.93	460,364.44	524,209.24	JUL 2005
USE TAX -NATURAL GAS	17,057.33	15,547.96	110,848.34	103,471.04	SEP 2005
INCOME TAX	184,704.49	188,082.81	586,810.90	651,812.60	JUL 2005

	BILLINGS/MONTH		BILLINGS/YEAR-TO-DATE	
	2004-05	2005-06	2004-05	2005-06
WATER	379,177.36	348,831.54	2,250,882.54	2,366,616.52
SEWER	218,007.89	231,453.73	1,261,212.80	1,551,167.09

	CASH RECEIPTS/MONTH		CASH RECEIPTS/YEAR-TO-DATE	
	2004-05	2005-06	2004-05	2005-06
WATER & SEWER	723,761.18	696,259.19	3,551,406.52	3,824,212.44

The Village is on an accrual basis of accounting and financial reporting. This report is for ease of understanding, on a cash basis, which recognizes revenues when collected and expenditures when made.

* Not a complete year.