

Village of Carol Stream

BOARD MEETING

AGENDA

AUGUST 7, 2006

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

B. MINUTES:

1. Approval of the Minutes of the July 17, 2006 Meeting.
2. Approval of the Minutes of the July 31, 2006 Joint Special Meeting of the Village Board of Trustees and Plan Commission/Zoning Board of Appeals.

C. AUDIENCE PARTICIPATION & PUBLIC HEARINGS:

D. SELECTION OF CONSENT AGENDA:

E. BOARD AND COMMISSION REPORTS:

F. OLD BUSINESS:

1. Ordinance No. _____, Annexing Certain Property to the Village of Carol Stream, DuPage County, Illinois (Fair Oaks Right-of-Way).
This is an ordinance annexing right-of-way purchased from the Forest Preserve District of DuPage County for the Fair Oaks Project.

G. STAFF REPORTS & RECOMMENDATIONS:

1. Award of Consultant Contract – Phase III Fair Oaks Road Construction.
Engineering staff recommends the contract for construction services be awarded to Earth Tech in the amount of \$131,304.
2. Budget Transfer to allow the replacement of the Engineering Services GPS Unit. *Engineering staff recommends that \$4,000 be transferred from “vehicles” to “other equipment” to replace the existing outdated GPS unit.*
3. Contract Extension for Printing the 2006-07 Carol Stream Correspondent Newsletter. *Staff recommends a renewal of the newsletter printing contract with Profile Graphics Inc. of Bartlett, Illinois for a Year-3 contract price of \$14,286.60. The Year 3 contract price adjustment is based on the 12-month Chicagoland Consumer Price Index of + 2.6% ending June 30, 2006.*

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4. Lakewood Homes-Utility installation prior to Final Subdivision Plan Approval. *Lakewood Homes would like to install utilities along North Avenue so that landscaping can be accomplished.*
5. Bid Award - Painting Water Tower #3.
Recommendation to award the bid for painting Water Tower #3 on Fullerton Avenue to Jetco, Ltd. at a cost of \$128,880.00.

H. ORDINANCES:

1. Ordinance No. _____, Amending Ordinance 92-04-36 – Special Use Facilities – Class II Truck Routes. *IDOT has requested a list of streets designated as Class II Truck Routes to comply with Public Act 94-0763, so the Village is updating the list to reflect current conditions.*

I. RESOLUTIONS:

1. Resolution No. _____, Accepting a portion of Fair Oaks Road being dedicated and annexed by the DuPage County Forest Preserve for Public Right-of-Way. *Property recently acquired on the west side of Fair Oaks Road from Big Horn Trail to Plum Grove Court is being dedicated and annexed so that the road can be reconstructed.*
2. Resolution No. _____, in Support of the 2006 Partial Special Census. *The resolution formalizes the necessary efforts needed to conduct a successful partial special census of new residential development since the 2000 national census. Attached to the resolution is a draft inter-governmental agreement for lease of the former Administrative Offices for Consolidated School District 93 for use by the local census supervisor and support staff as well as a projected project budget.*

J. NEW BUSINESS:

1. Judith and Riviera Court Water Main Improvements-Fee and Security Requirements. *Request by DuPage County to waive plan review and inspection fees for this Project.*

K. PAYMENT OF BILLS:

1. Regular Bills:
2. Addendum Warrant:

Village of Carol Stream

BOARD MEETING

AGENDA

AUGUST 7, 2006

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

L. REPORT OF OFFICERS:

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

M. EXECUTIVE SESSION:

N. ADJOURNMENT:

LAST ORDINANCE: 2006-06-37

LAST RESOLUTION: 2196

NEXT ORDINANCE: 2006-07-38

NEXT RESOLUTION: 2197

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

July 17, 2006

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

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

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

MINUTES:

Trustee Fenner moved and Trustee Stubbs made the second to approve the Minutes of the Meeting of June 17, 2006 as presented. The results of the roll call vote were:

Ayes: 4 Mayor Ferraro, Trustees Saverino, Stubbs and Fenner
Nays: 0
Absent: 3 Trustees McCarthy, Gieser and Shanahan

AUDIENCE PARTICIPATION AND PUBLIC HEARINGS:

Mayor Ferraro read a Proclamation declaring July 19, 2006 as the 2006 Ride to Work Day regarding scooters and motorcycles.

Mayor Ferraro read Resolution 2193, A RESOLUTION COMMENDING JERRY MORTON UPON HIS RETIREMENT FROM VILLAGE SERVICE. Trustee Fenner moved for the adoption of the Resolution and Trustee Saverino made the second. The results of the roll call vote were:

Ayes: 4 Mayor Ferraro, Trustees Saverino, Stubbs and Fenner
Nays: 0
Absent: 3 Trustees McCarthy, Gieser and Shanahan

Mayor Ferraro present Mr. Morton with a plaque of commendation and kind words of appreciation were spoken by Director of Public Works, Al Turner, Streets Superintendent Mike Scaramella and Village Manager Joe Breinig, and everyone in attendance gave a standing ovation for Mr. Morton.

Trustee Frank Saverino on behalf of Classic Street and Rods, presented a check for the Christmas Sharing fund of \$1025. which were the proceeds from the car show at the Town Center. The DuPage County Marine Corp League presented the Village and Trustee Saverino plaques for their time and support of the Toys for Tots campaign. It was noted that there were 709 toys donated at the car show for Toys for Tots.

CONSENT AGENDA:

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

Ayes: 4 Mayor Ferraro, Trustees Saverino, Stubbs and Fenner
Nays: 0
Absent: 3 Trustees McCarthy, Gieser and Shanahan

Trustee Stubbs moved and Trustee Fenner 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	Mayor Ferraro, Trustees Saverino, Stubbs and Fenner
Nays:	0	
Absent:	3	Trustees McCarthy, Gieser and Shanahan

1. Harlem Irving Folio- SWC Gary/Stark-Crème de la Crème : Prelim Plat of Subdiv Spec. Use PUD, Spec, Use Pre-school Center, Prelim. PUD Plan, Final PUD-Lot 1: **Ord. 2006-07-31 and Ord. 2006-07-32 and Resolution 2194**
2. Lakewood Homes-Easton Park-North Ave. Final PUD Plan – Residential Subdiv. Variation-Sign Code – **Ord. 2006-07-33**
3. Northern Builders:Fullerton/Center Spec. Use- Outdoor Storage **Ord. 2006-07-34**
4. Village of Carol Stream: variations Zoning Code – Sign Code
5. Award of Purchase: Changeable Copy Sign – 500 N. Gary
6. Award of Purchase: Voice Over Internet Protocol Telephone System
7. Budget Transfer – Software Enhancements
8. Application for funding- Kuhn Road Bike Trail
9. **Ordinance 2006-07-29:** Declare necessity & convenience of purchasing of right of way from DPC Forest Preserve District
10. Put on the table: Ordinance Annexing certain property to the Village Of Carol Stream- Fair Oaks Right of Way
11. **Ordinance 2006-07-30:** Approve Intergov't Agree. With Forest Preserve – Improvement of Fair Oaks Road
12. **Ordinance 2006-07-33:** Approving a Final Planned Unit Development - (Lakewood Homes, Easton Park Development)
13. **Ordinance 2006-07-34:** Grant a Spec.Use for Outdoor Ops. & Activities-Northern Bldrs. – Fullerton/Center
14. **Ordinance 2006-07-35:** Grant front yard parking setback variation & variance for required parking lot landscaped area – 500 N. Gary
15. **Ordinance 2006-07-36:** Prevailing Wage
16. **Ordinance 2006-07-37:** Change Policy for use of Village Property & Facilities
17. **Resolution 2195:** Adopt Debt Management Policies
18. **Resolution 2196:** Authorize Execution of Boundary Agreement with City of West Chicago
19. **Received:** Standard and Poors Credit Rating
20. 2006 Tax Levy Determination/ Public Library
21. **Approved:** Waiver of Amplification Permit Fee- Outreach Community Center-Aug. 1
22. Regular Bills, Addendum Warrant of Bills-June 30/June 8 thru July 3, 2006
23. Regular Bills, Addendum Warrant of Bills-July 14/ July 4 thru July 17, 2006
24. **Received:** Treasurer's Report 6/30/06

COMMENTS:

In regard to the Intergovernmental Agreement with the Forest Preserve District Mayor Ferraro commented that this agreement demonstrates how government can work when there is cooperation. He noted that the Forest Preserve District made the process easy where there has been no cooperation at all from the Wayne Township Highway Department in regards to this Fair Oaks Road project.

In regard to the boundary agreement with West Chicago, Trustee Saverino asked if there will be a new map drawn to show the changes and Mr. Breinig responded that the shift in the boundary

agreements with West Chicago is only to follow the logical progression for water supply for current and future residents and that there will be a joint-funded survey of the properties and a new legal description and map will be provided by the surveyor.

In regard to the 2006 Tax Levy Determination, Mayor Ferraro stated that under State Statutes, the Village Board is required to approve the tax determination for the Library District.

In regard to the Lakewood Homes-Easton Park Subdivision, Plan Commissioner Dee Spink commented that she is happy to see this project approved, especially since her home is adjacent to it. She suggested that she would like to a road to Kuhn Road be developed at the same time that the Surrey Drive entrance is opened.

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

Ayes:	4	Mayor Ferraro, Trustees Saverino, Stubbs and Fenner
Nays:	0	
Absent:	3	Trustees McCarthy, Gieser and Shanahan

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

Harlem Irving Folio- SWC Gary/Stark-Crème de la Crème : Prelim Plat of Subdiv.,Spec. Use PUD, Spec, Use Pre-school Center, Prelim. PUD Plan, Final PUD-Lot 1: Ord. 2006-07-31 and Ord. 2006-07-32 and Resolution 2194:

At their meeting on June 26, 2006, the Combined Plan Commission/ Zoning Board of Appeals Recommended approval of Preliminary Plat of Subdivision, Preliminary PUD Plan, Final PUD Plan for Lot 1, Special Use for Planned Unit Development and a Special Use for Pre-School Learning Center in accordance with the conditions noted in the staff report. The Board concurred with the recommendation and adopted Ordinance 2006-07-31, AN ORDINANCE APPROVING SPECIAL USES FOR A PLANNED UNIT DEVELOPMENT (PUD) AND A PRELIMINARY PUD PLAN APPROVAL – SOUTHWEST CORNER OF GARY AVENUE AND STARK DRIVE). The Board adopted Ordinance 2006-07-32, AN ORDINANCE APPROVING A FINAL PLANNED UNIT DEVELOPMENT PLAT AND A SPECIAL USE FOR A PRE-SCHOOL LEARNING CENTER and the Board adopted Resolution 2194, A RESOLUTION APPROVING A PRELIMINARY PLAT OF SUBDIVISION – SOUTHWEST CORNER OF GARY AVENUE AND STARK DRIVE).

Lakewood Homes-Easton Park-North Ave. Final PUD Plan – Residential Subdiv. Variation-Sign Code – Ord. 2006-07-33:

At their meeting on July 10, 2006, the Combined Plan Commission/ Zoning Board of Appeals recommended approval of a Final Planned Unit Development Plan for Residential in accordance with staff recommendations. The Board concurred with the recommendation and adopted Ordinance 2006-07-33, AN ORDINANCE APPROVING A FINAL PLANNED UNIT DEVELOPMENT – LAKEWOOD HOMES, EASTON PARK SUBDIVISION.

Northern Builders: Fullerton/Center: Spec. Use- Outdoor Storage Ord. 2006-07-34:

At their meeting on June 26, 2007, the Combined Plan Commission/Zoning Board of Appeals recommended approval of a Special Use for Outdoor Storage in accordance with staff recommendations including the addition of added evergreens to the south side, that parking spaces be defined by looped striping and that all landscaped material shall be maintained in a neat and healthy manner with dead or dying materials replaced with the approved size and types of species on an annual basis. The Board concurred with the recommendation and

adopted Ordinance 2006-07-34, AN ORDINANCE GRANTING A SPECIAL USE FOR OUTDOOR ACTIVITIES AND OPERATIONS – NORTHERN BUILDERS, NE CORNER OF FULLERTON AVENUE AND CENTER AVENUE.

Village of Carol Stream: variations Zoning Code – Sign Code:

No action required by the Village Board

Award of Purchase: Changeable Copy Sign – 500 N. Gary:

The Board made an award of purchase and installation to Chicago Sign in the amount of \$45,698 for the changeable copy sign at the Municipal Center.

Award of Purchase: Voice Over Internet Protocol Telephone System:

The Board made an award of purchase for a new Mitel System 3300 IP PBX, Voice Over Internet Protocol phone system be awarded to Midco Systems, Burr Ridge, IL in the amount of \$157,410.

Budget Transfer – Software Enhancements:

The Board approved a budget transfer for GPS Software Updates that were ordered during the last fiscal year but were not delivered until the 2006 fiscal year. The transfer from Operating Supplies to Software Maintenance is in the amount of \$1,121.00.

Application for funding- Kuhn Road Bike Trail:

The Board approved an expenditure of \$3,000 to have TransSystems prepare the application for funding for the Kuhn Road Bike Trail.

Ordinance 2006-07-29: Declare necessity & convenience of purchasing of right of way from DPC Forest Preserve District:

The Board adopted Ordinance 2006-07-29, AN ORDINANCE DECLARING THE NECESSITY AND CONVENIENCE OF PURCHASING RIGHT OF WAY FROM THE FOREST PRESERVE DISTRICT OF DUPAGE COUNTY.

Put on the table: Ordinance Annexing certain property to the Village Of Carol Stream-Fair Oaks Right of Way

Ordinance 2006-07-30: Approve Intergov't Agree. With Forest Preserve – Improvement of Fair Oaks Road:

The Board adopted Ordinance 2006-07-30, AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF CAROL STREAM AND THE FOREST PRESERVE DISTRICT OF DUPAGE COUNTY, ILLINOIS.

Ordinance 2006-07-33: Approving a Final Planned Unit Development - (Lakewood Homes, Easton Park Development):

The Board adopted Ordinance 2006-07-33, AN ORDINANCE APPROVING A FINAL PLANNED UNIT DEVELOPMENT PLAN – (LAKEWOOD HOMES, EASTON PARK DEVELOPMENT).

Ordinance 2006-07-34: Grant a Spec.Use for Outdoor Ops. & Activities- Northern Bldrs. – Fullerton/Center:

The Board adopted Ordinance 2006-07-34: AN ORDINANCE GRANTING A SPECIAL USE FOR OUTDOOR ACTIVITIES AND OPERATIONS – (NORTHERN BUILDERS, NORTHEAST CORNER OF FULLERTON AVENUE AND CENTER AVENUE).

Ordinance 2006-07-35: Grant front yard parking setback variation & variance for required parking lot landscaped area – 500 N. Gary:

The Board adopted Ordinance 2006-07-35, AN ORDINANCE GRANTING A FRONT YARD PARKING SETBACK VARIATION, A VARIATION OF THE REQUIRED PARKING LOT LANDSCAPED AREA AND A VARIATION TO ALLOW THE PERIMETER OF THE PARKING LOT TO NOT HAVE CURB – (500 NORTH GARY AVENUE).

Ordinance 2006-07-36: Prevailing Wage:

The Board adopted Ordinance 2006-07-36, AN ORDINANCE OF THE VILLAGE OF CAROL STREAM, DU PAGE COUNTY, ILLINOIS ASCERTAINING THE PREVAILING RATE OF WAGES FOR LABORERS, WORKERS AND MECHANICS EMPLOYED ON PUBLIC WORKS PROJECTS OF SAID VILLAGE.

Ordinance 2006-07-37: Change Policy for use of Village Property & Facilities:

The Board adopted Ordinance 2006-07-37: AN ORDINANCE CHANGING A POLICY FOR THE USE OF VILLAGE PROPERTY AND FACILITIES.

Resolution 2195: Adopt Debt Management Policies:

The Board adopted Resolution 2195, A RESOLUTION ADOPTING DEBT MANAGEMENT POLICIES FOR VILLAGE GOVERNMENT DECISIONS.

Resolution 2196: Authorize Execution of Boundary Agreement with City of West Chicago:

The Board adopted Resolution 2196: A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF CAROL STREAM AND THE CITY OF WEST CHICAGO PROVIDING FOR A JURISDICTIONAL BOUNDARY LINE.

2006 Tax Levy Determination/ Public Library:

The Board received the 2006 Tax Levy Determination for the Library's 2008 fiscal year.

Regular Bills, Addendum Warrant of Bills-June 30/June 8 thru July 3, 2006:

The Board approved the payment of the Regular Bills in the amount of \$502,388.47.
The Board approved the payment of the Addendum Warrant of Bills in the amount of \$ 645,042.98.

Regular Bills, Addendum Warrant of Bills-July 14/ July 4 thru July 17, 2006:

The Board approved the payment of the Regular Bills in the amount of \$515,596.31.
The Board approved the payment of the Addendum Warrant of Bills in the amount of \$611,213.16.

Received: Treasurer's Report 6/30/06:

The Board received the Treasurer's Report for Month Ending June 30, 2006.

REPORT OF OFFICERS:

Mayor Ferraro noted that the Official opening of the Lies Road Bike Path will be at 10:30 am on Saturday, as well as the Rainbow Academy concert from 11:00 am to 2:00 and at dusk there will be family movie at the Town Center.

Mayor Ferraro also announced that the Village Board and the Plan Commission will be taking the annual tour of the Village on Monday, July 31st at 6:00 pm.

Trustee Saverino thanked the car club for their presentation and for their contribution to the Christmas Sharing Fund. He noted that there have been terrific turnouts for the Thursday night concerts.

Mayor Ferraro stated that his son Michael and his wife have presented him with his 9th grandchild, Arianna Capri.

Trustee Fenner commented that the parade and the fireworks on the 4th of July were phenomenal.

Trustee Stubbs agreed with Trustee Fenner saying that it couldn't be done without volunteerism and the great job by staff. He also noted the August 1 is the Night Out for Crime to be celebrated at the Community Outreach Center.

Mayor Ferraro thanked Kim Gieser, Linda McCarthy, Toinette Consalvo, Jim Wilson, Chris Oakley, Mike Scaramella and the staff for all of their hard work that made this event such a success.

Clerk Koester "dittoed" all of the complements.

At 8:35 p.m., Trustee Stubbs moved and Trustee Fenner made the second to adjourn. The motion passed by unanimous voice vote.

FOR THE BOARD OF TRUSTEES

**JOINT SPECIAL MEETING: VILLAGE BOARD OF TRUSTEES &
PLAN COMMISSION/ZONING BOARD OF APPEALS**
Gregory J. Bielawski Municipal Center, Carol Stream, DuPage County, Illinois

JULY 31, 2006 6:00 P.M.

At 6:10 p.m. Mayor Ross Ferraro called to order a Special Joint Meeting of the Board of Trustees and the Combined Plan Commission/Zoning Board of Appeals on board a Carol Stream Park District bus.

Present: Mayor Ferraro, Trustees McCarthy, Gieser and Stubbs
Commissioners Smoot, Vora, Spink, Weiss, Michaelsen and Sutenbach

Also Present: Village Manager Breinig, Assistant Village Manager Mellor, Village Clerk Koester, Deputy Clerk Progar, Village Treasurer Manzzullo, Village Planner Svalenka, Assistant Village Engineer Cleveland.
Daily Herald Reporter Jack Komperda, Examiner Reporter Maxine Ledford
Driver: Streets Superintendent Mike Scaramella

Village Manager Breinig narrated a driving tour of the Village and sites visited included the following:

US Postal Service Building at 344 St. Paul Boulevard
Fritz Duda Company – Redevelopment of McKesson property
Integrity Development Partners – Redevelopment of Hamlet Restaurant property
Wheaton Christian Center
Hometown RV
Duke Realty – development of NEC of North Avenue and Gary Avenue
Easton Park Residential – Lakewood Homes
Easton Park Commercial – Grace Stramaglio.
Bresler Property
Kuhn Road Bike Path – North Avenue to Lies Road
Jefferson/Mardon Neighborhood
Wheaton Bible Church –Former Morton Estate
Joe Keim property
McCaslin Park
Yog Sadhan Ashram
Other possible future water system extensions: Judith & Riviera Court, Benjamin School, Timber Lane neighborhood, residential properties west of Fair Oaks
Jason Court Subdivision
Fair Oaks Road Phase One – Army Trail Road to Plum Grove Court
Unincorporated Properties along Lies Road
Fountains at Town Center
Crème de la Crème – SWC Gary Avenue and Stark Drive
Tall Grass Town Square – NEC Gary Avenue and Lies Road
Parkview Development Partners – SEC Gary Avenue and Lies Road

ORDINANCE NO.

F-1 8-7-06

**AN ORDINANCE ANNEXING CERTAIN
TERRITORY IN SECTION 23, TOWNSHIP 40 NORTH
RANGE 9, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN DU PAGE COUNTY, ILLINOIS,
LOCATED NORTH OF PLUM GROVE COURT AND
SOUTH OF BIG HORN TRAIL AND COMMONLY KNOWN
AS A PORTION OF FAIR OAKS ROAD PRESENTLY PART OF THE
FOREST PRESERVE DISTRICT OF DUPAGE COUNTY.**

WHEREAS, the Forest Preserve District of DuPage County ("Forest Preserve District") and the Village of Carol Stream, DuPage County, Illinois, ("Village"), have entered into an Intergovernmental Agreement for the transfer of certain territory presently within the jurisdiction of the Forest Preserve District, a copy of said Intergovernmental Agreement being attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the Village is desirous of annexing the territory for the purpose of making certain road and appurtenant improvements thereupon for the benefit of the public; and,

WHEREAS, the territory is not now within the corporate limits of any municipality, but is contiguous to the Village of Carol Stream; and

WHEREAS, it is deemed to be in the best interest of the Village of Carol Stream that said territory be annexed thereto; and

WHEREAS, the territory in question is part of a public forest preserve district and would be appropriately included as a portion of the Village's roadway system.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT 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 findings of fact set forth hereinabove in the recitals are hereby adopted and approved by the Board of Trustees of the Village of Carol Stream.

SECTION 2: That the following described territory:

SEE ATTACHED EXHIBIT "B"

is hereby annexed to the Village of Carol Stream, DuPage County, Illinois.

SECTION 3: That the Village Clerk is hereby directed to record with the Recorder of Deeds of DuPage County and to file with the County Clerk a certified copy of this Ordinance and the Exhibits thereto.

SECTION 4: That the Corporate Authorities of the Village find that territory annexed to the Village of Carol Stream shall be automatically classified as within the Village's roadway system, and that the land herein annexed in this Ordinance shall, therefore, be classified in that manner, and shall appear under that category upon the official maps of the Village.

SECTION 5: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form, as provided by law.

PASSED AND APPROVED THIS 7TH DAY OF AUGUST 2006

AYES:

NAYS:

ABSENT:

Ross Ferraro, Mayor

ATTEST:

Janice Koester, Village Clerk

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF CAROL STREAM AND
THE FOREST PRESERVE DISTRICT OF DUPAGE COUNTY, ILLINOIS

THIS AGREEMENT is made this 11th day of July, 2006, by and between the Village of Carol Steam ("Village") and the Forest Preserve District of DuPage County ("Forest Preserve").

WHEREAS, the Village is desirous and intends to improve portions of Fair Oaks Road between Army Trail Road and St. Charles Road in DuPage County, Illinois ("Roadway") (Exhibit "A"); and

WHEREAS, Phase I of the Roadway improvements includes a portion of Fair Oaks Road from Army Trail Road to Plum Grove Court; and,

WHEREAS, Phase II of the Roadway improvements include portions of Fair Oaks Road lying South of Plum Grove Court, some of which is presently within the jurisdiction of the Wayne Township Road District; and,

WHEREAS, portions of the Roadway are adjacent to both the Forest Preserve and the Village (See, Exhibit "B"); and,

WHEREAS, it is necessary for the Village to acquire approximately forty (40) feet of Forest Preserve land which includes existing right-of-way and additional right-of-way on a portion of the road as more fully delineated on Exhibit B in order to provide the anticipated improvements; and,

WHEREAS, the improvements include, without limitation, grading, paving, storm water management, native plantings and additional landscaping, and the installation of a trail on the east side of Fair Oaks Road as delineated on Exhibit "B" ("Roadway Improvements"), and

WHEREAS, the Village is willing to pay for the costs of the Roadway Improvements, subject to the approval of this Agreement, and the terms herein set forth; and,

WHEREAS, the Forest Preserve will directly benefit from the Roadway Improvements; and,

WHEREAS, the Village has authority to improve and maintain those portions of the Roadway within its jurisdiction pursuant to Article 7 of the Illinois Highway Code, 605 ILCS 7-101 et seq.; and,

WHEREAS, the Village and the Forest Preserve are municipalities as defined in Section 1(c) of the Local Government Property Transfer Act, 50 ILCS 605/1 (hereinafter the "Transfer Act"); and

WHEREAS, Section 2 of the Transfer Act authorizes the conveyance of real property from one municipality to another municipality upon a two-thirds vote of the corporate authorities of the transferor municipality; and

WHEREAS, as a condition precedent to a conveyance under Section 2, the transferee municipality must first declare by ordinance "that it is necessary or convenient for it to use, occupy or improve" the real estate held by the transferor municipality; and

WHEREAS, in accordance with the requirements of Section 2, the Village has declared, by ordinance, that it is necessary and convenient for it to acquire, use and occupy the property described herein; and

WHEREAS, the 1970 Illinois Constitution, Article VII, Section 10, as well as the Illinois Revised Statutes, 5 ILCS 220/1 *et seq.*, authorize the parties hereto to enter into an intergovernmental agreement; and,

WHEREAS the Village and the Forest Preserve District intend to cooperate on further improvements on additional portions of Fair Oaks Road between Plum Grove Court and St. Charles Road at such time that road and trail improvements are possible through additional intergovernmental cooperation between the Village, the Forest Preserve and Wayne Township Road District, and upon additional engineering, and property acquisition.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. The Forest Preserve agrees to dedicate to the Village that portion of the Roadway falling within the Forest Preserve boundaries for roadway purposes, and understands that the Village will subsequently annex that portion of the Roadway which has been dedicated for roadway purposes into the Village. A Plat of Dedication is attached hereto and incorporated herein as Exhibit "C", and is legally described in Exhibit "D", attached hereto and incorporated herein.
2. In consideration of the forgoing, the Village agrees to pay for the costs of acquiring the right of way in the amount of \$47,500.00.
3. The Village further agrees to pay for the costs of designing the Roadway Improvements including, without limitation, grading, removing/relocating

utilities and Trail. The Village shall be responsible for all maintenance and repair, including the Trail.

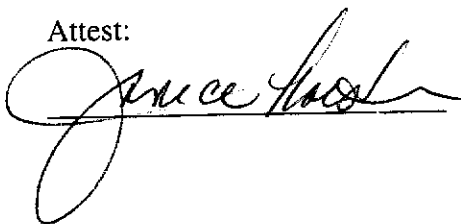
4. The parties agree to defend, indemnify and hold harmless the other parties and/or their officers, agents, employees or designated representatives from and against any and all claims, demands, causes of action or judgments, including, but not limited to, attorney's fees and costs, arising out of or related to any loss, damage, injury or claim, arising out of their respective performance of this agreement.
5. To the extent permitted by law and without cost, and unless a party is self-insured or part of a risk management group, all parties hereto agree to name each and every other party as additional insureds under their respective insurance policies or collective self insurance coverage, and provide coverage for any insurable claim arising out of the performance of any part of this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals on the and in the year first above written.

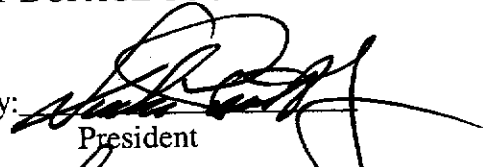
VILLAGE OF CAROL STREAM

By: 

Attest:



FOREST PRESERVE DISTRICT
OF DUPAGE COUNTY

By: 
President

Attest:

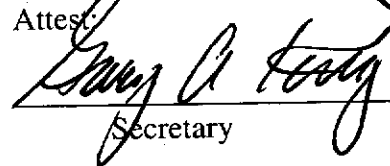

Secretary

EXHIBIT A

Fair Oaks Road Improvement & Multi-Use Path Projects Proposed Project & Future Project Maps

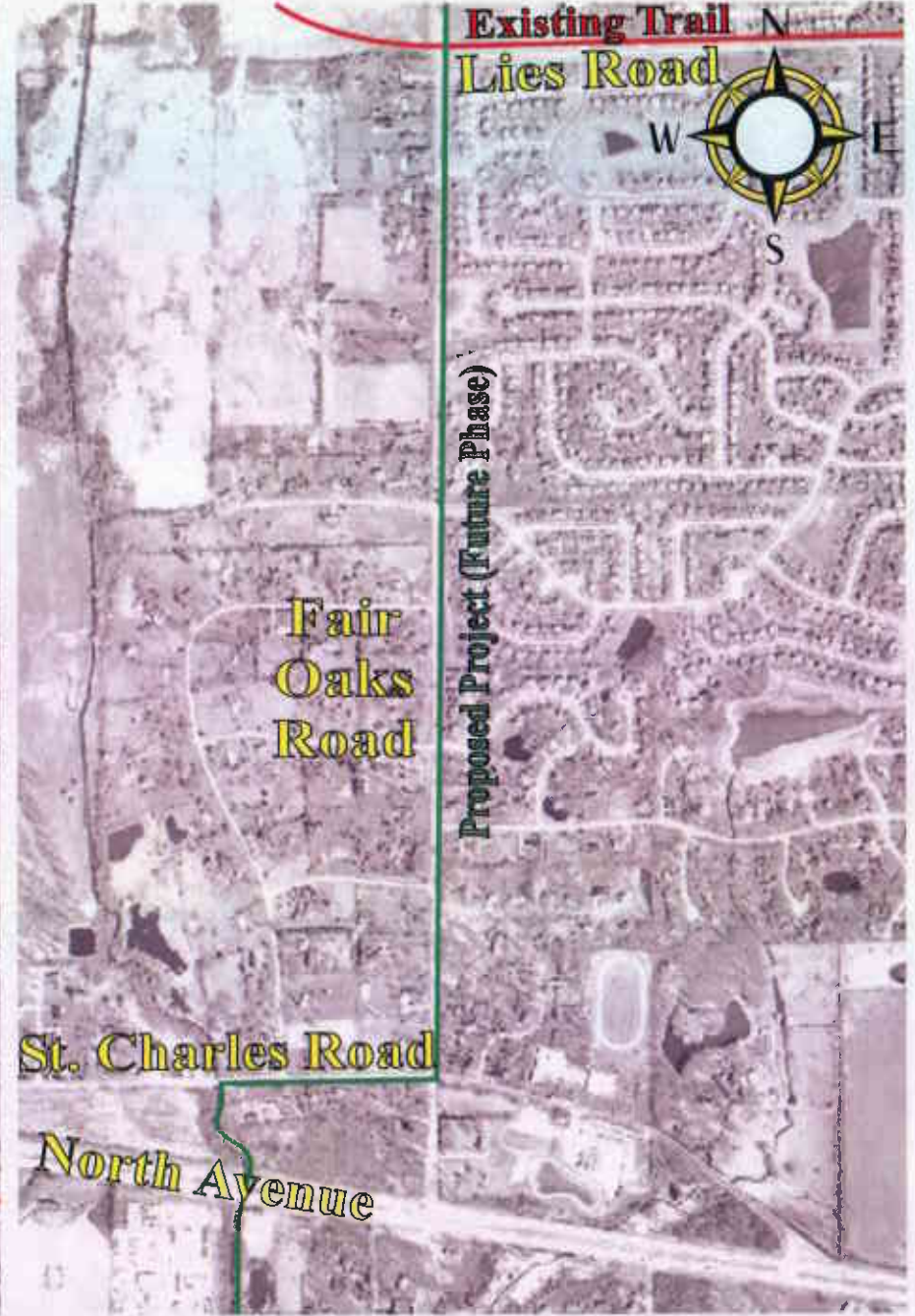
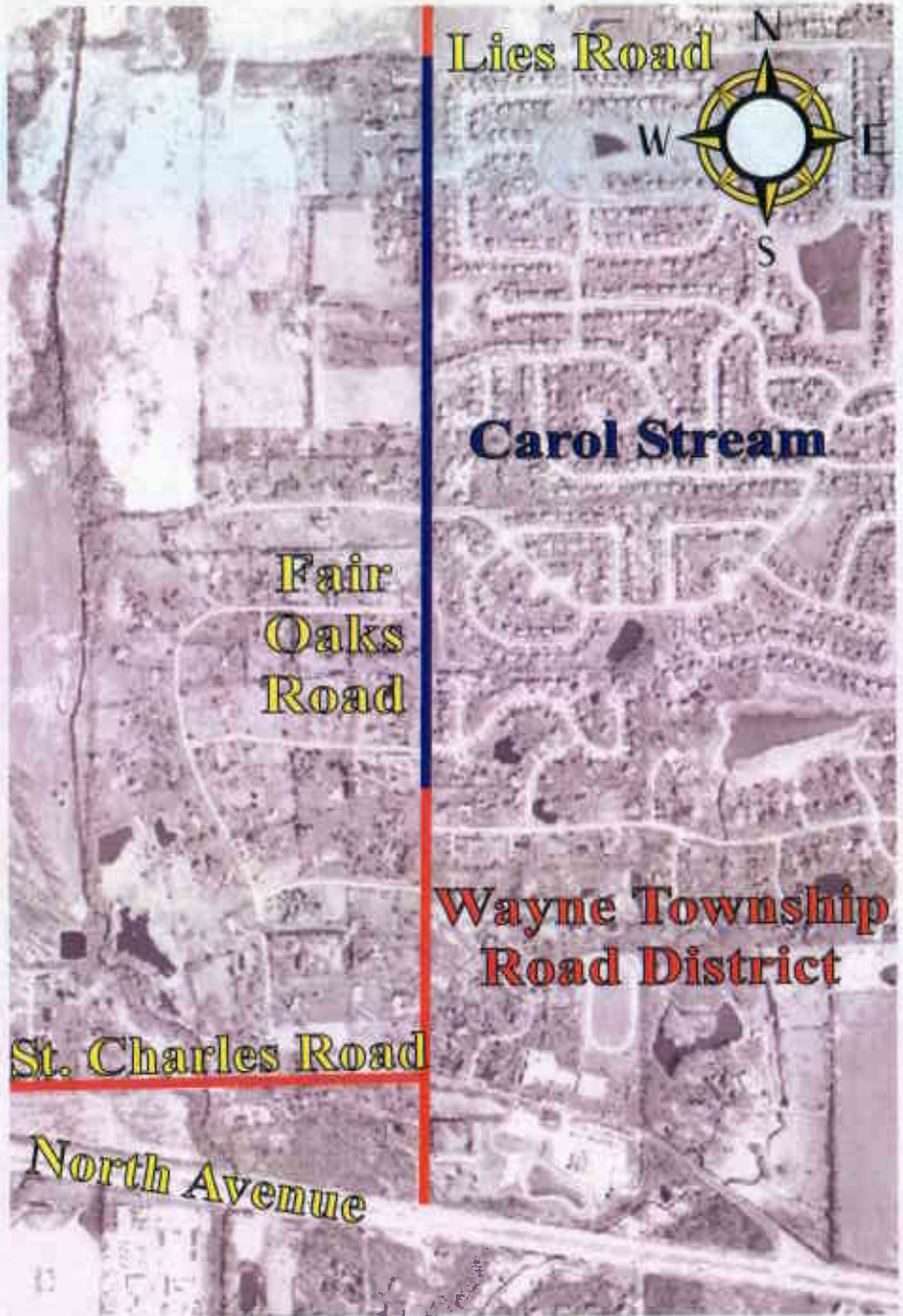


EXHIBIT B

Fair Oaks Road Improvement & Multi-Use Projects

Jurisdictional Map



Parcel 004

That part of the East 1/2 of the Southwest Quarter of Section 23, Township 40 North, Range 9 East of the Third Principal Meridian bounded by a line described as follows, to wit: Commencing at the Southeast corner of the Southwest Quarter of said Section 23; thence North 00 Degrees 02 Minutes 13 Seconds West, on an assumed bearing along the east line of the Southwest Quarter of said Section 23, a distance of 1,879.99 feet to a point of intersection with the south line of the north 794.06 feet of the Northwest Quarter of the Southeast Quarter of said Section 23; thence South 89 Degrees 57 Minutes 47 Seconds West, perpendicular to the aforementioned east line of the Southwest Quarter of said Section 23, a distance of 40.00 feet; thence North 00 Degrees 02 Minutes 13 Seconds West, along a line 40.00 feet west from and parallel with the east line of the Southwest Quarter of said Section 23, a distance of 515.84 feet; thence northeasterly along the arc of a curve right, tangent to the last described course, having a radius of 500.00 feet, an arc distance of 83.56 feet; thence North 9 Degrees 32 Minutes 17 Seconds East, tangent to the last described curve, 126.84 feet; thence northeasterly along the arc of a curve right, tangent to the last described course, having a radius of 220.15 feet, the chord of which bears North 15 Degrees 23 Minutes 19 Seconds East, 44.88 feet, an arc distance of 44.96 feet to a point in the aforementioned east line of the Southwest Quarter of said Section 23, also being the west line of Fair Oaks Road as previously dedicated by Document No.'s R79-25887, R79-25886, and R91-061484; thence South 00 Degrees 02 Minutes 13 Seconds East, along the east line of said Southwest Quarter, a distance of 767.34 feet to the point of beginning, all in DuPage County, Illinois.

Also together with

Parcel 005

That part of the Northeast Quarter of Section 23, Township 40 North, Range 9 East of the Third Principal Meridian bounded by a line described as follows, to wit; Commencing at the Southeast corner of the Southwest Quarter of said Section 23; thence North 00 Degrees 02 Minutes 13 Seconds West, on an assumed bearing, along the east line of the Southwest Quarter of said Section 23, a distance of 2674.54 feet to the center of said Section 23; thence North 54 Degrees 42 minutes 47 Seconds East, along the northwesterly line of Fair Oaks Road, according to Document No. R79-25887, as monumented and occupied, to the point of beginning; thence North 33 Degrees 42 Minutes 12 Seconds East, 53.96 feet; thence northeasterly along the arc of a curve left, tangent to the last described course, having a radius of 500.00 feet, the chord of which bears North 23 Degrees 53 Minutes 34 Seconds East, 170.39 feet, an arc distance of 171.23 feet; thence North 14 Degrees 04 Minutes 56 Seconds East, tangent to the last described curve, 110.01 feet; thence northeasterly along the arc of a curve left, tangent to the last described course, having a radius of 475.00 feet, the tangent of which bears North 10 Degrees 56 Minutes 24 Seconds East, 52.07 feet, an arc distance of 52.10 feet; thence North 7 Degrees 47 Minutes 52 Seconds East, tangent to the last described curve, 85.12

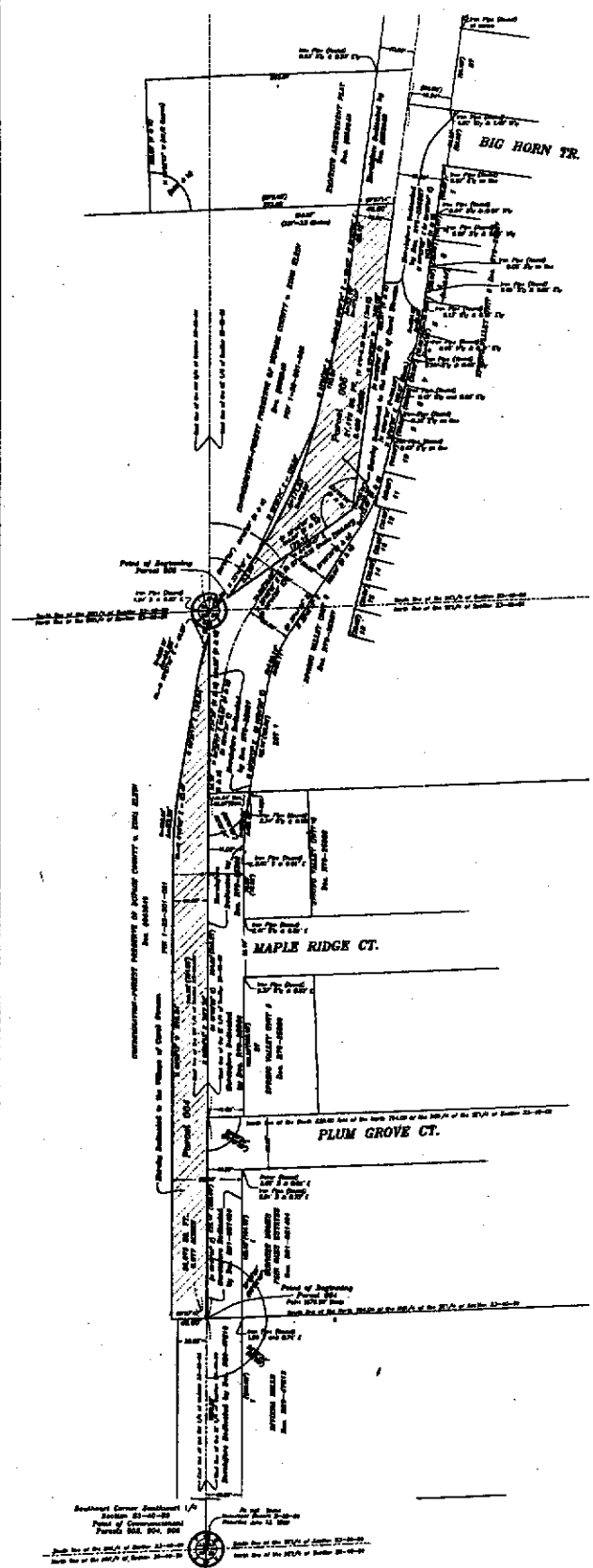
EXHIBIT

Page 1 of 2

feet to a point in the south line of Emmerts Assessment Plat recorded as Document No.863649, thence North 87 Degrees 57 Minutes 14 Seconds East, along the easterly extension of the south line of said Emmerts Assessment Plat, 40.63 feet to a point in the west line of Fair Oaks Road as dedicated by Document No. R79-025887; thence South 7 degrees 47 Minutes 52 Seconds West (South 8 Degrees 50 Minutes 05 Seconds West record), along said west line of Fair Oaks Road, 348.08 feet; thence South 54 Degrees 42 Minutes 47 Seconds West (South 55 Degrees 45 Minutes 00 Seconds West, record), along the northwesterly line of said Fair Oaks Road, as Dedicated by Document No.R79-025887, a distance of 172.12 feet to the point of beginning, all in DuPage County, Illinois.

PLAT OF DEDICATION

For
Public Right-of-Way Purposes
over the following described property:



Parcel 004

That part of the East 1/2 of the Southwest Quarter of Section 23, Township 40 North, Range 8 East of the 3rd Principal Meridian bounded by a line described as follows: to wit: Commencing at the Southeast corner of the Southwest Quarter of said Section 23, thence North 80 Degrees 02 Minutes 13 Seconds East, on an assumed bearing, along the east line of the Southwest Quarter of said Section 23, a distance of 1,676.58 feet to a point of intersection with the south line of the north 754.08 feet of the Northwest Quarter of the Southwest Quarter of said Section 23, thence South 80 Degrees 57 Minutes 47 Seconds West, corresponding to the aforementioned east line of the Southwest Quarter of said Section 23, a distance of 40.00 feet; thence North 00 Degree 00 Minutes 12 Seconds West, along a line 40.00 feet west from and parallel with the east line of the Southwest Quarter of said Section 23, a distance of 512.64 feet; thence northeasterly along the arc of a curve right, tangent to the last described course, having a radius of 590.00 feet, an arc distance of 81.58 feet; thence North 3 Degree 22 Minutes 17 Seconds East, tangent to the last described curve, 128.54 feet; thence northeasterly along the arc of a curve right, tangent to the last described course, having a radius of 232.15 feet, the chord of which bears North 15 Degree 23 Minutes 19 Seconds East, 44.88 feet, on an arc distance of 64.99 feet to a point in the aforementioned east line of the Southwest Quarter of said Section 23, then being the west line of Fair Gate Road as previously dedicated by Document No. 879-23887, 879-23888, and 879-261484; thence South 00 Degree 02 Minutes 13 Seconds East, along the east line of said Southwest Quarter, a distance of 767.34 feet to the point of beginning, of a DuPage County Block.

Parcel 005

That part of the Northeast Quarter of Section 23, Township 40 North, Range 8 East of the 3rd Principal Meridian bounded by a line described as follows: to wit: Commencing at the Southeast corner of the Southwest Quarter of said Section 23, thence North 00 Degree 00 Minutes 12 Seconds West, on an assumed bearing, along the east line of the Southwest Quarter of said Section 23, a distance of 2574.94 feet to the center of said Section 23, thence North 54 Degree 42 Minutes 47 Seconds East, along the northeasterly line of Fair Gate Road, according to Document No. 879-23887, as mentioned and accepted, to the point of beginning, thence North 33 Degree 42 Minutes 17 Seconds East, 53.98 feet; thence northeasterly along the arc of a curve left, tangent to the last described course, having a radius of 500.00 feet, the chord of which bears North 23 Degree 21 Minutes 26 Seconds East, 170.38 feet, on an arc distance of 171.23 feet; thence North 14 Degree 09 Minutes 58 Seconds East, tangent to the last described curve, 110.00 feet; thence northeasterly along the arc of a curve left, tangent to the last described course, having a radius of 475.00 feet, the tangent of which bears North 10 Degree 58 Minutes 21 Seconds East, 52.07 feet, on an arc distance of 52.10 feet; thence North 7 Degree 42 Minutes 42 Seconds East, tangent to the last described curve, 62.12 feet to a point in the south line of Cemetery Assessment Plat recorded as Document No. 823216; thence North 87 Degree 07 Minutes 14 Seconds East, along the westerly extension of the south line of said Cemetery Assessment Plat, 40.83 feet to a point in the east line of Fair Gate Road as indicated by Document No. 879-23887; thence South 7 Degree 42 Minutes 42 Seconds West (South 8 Degree 00 Minutes 05 Seconds West, record), along said east line of Fair Gate Road, 248.08 feet; thence South 54 Degree 42 Minutes 47 Seconds West (South 55 Degree 43 Minutes 00 Seconds West, record), along the northeasterly line of said Fair Gate Road as indicated by Document No. 879-23887, a distance of 172.15 feet to the point of beginning, of a DuPage County Block.

State of Illinois }
County of DuPage } ss.
Dedication accepted and approved by the Village Board of the Village of Carol Stream, DuPage County, Illinois, at a meeting held this _____ day of _____, A.D. 2006.

Village Mayor
Village Clerk

State of Illinois }
County of DuPage } ss.
I, Carol Stream, do hereby certify that there are no other, and no proposed or intended, easements or other interests in the property described herein that have been recorded against the plat of land indicated in this plat.
Dated at DuPage County, Illinois, this _____ day of _____, 2006.

Village Treasurer

State of Illinois }
County of DuPage } ss.
This is to certify that the Forest Preserve of DuPage County, an Illinois State of Land Conservation and Recreation, created and established under the laws of the State of Illinois, is the owner of the property shown and described herein and the owner of the easement and interest in the property shown and described herein and the purpose of this Dedication, and does hereby acknowledge and accept the same under the laws and rules of said State of Illinois.
Dated at DuPage County, Illinois, this _____ day of _____, 2006.

DuPage County Forest Preserve Director

State of Illinois }
County of DuPage } ss.
I, _____, County Clerk of DuPage County, Illinois, do hereby certify that there are no other, and no proposed or intended, easements or other interests in the property described herein that have been recorded against the plat of land indicated in this plat.
Dated under my hand and seal of DuPage County, Illinois, this _____ day of _____, 2006.

County Clerk

State of Illinois }
County of DuPage } ss.
SURVEY SYSTEMS OF AMERICA, INC. does hereby certify that a survey has been made under the direction of an Illinois Professional Land Surveyor, of the property described herein and that the plat hereon drawn is a correct representation of said survey.
This professional service conforms to the current Illinois minimum standards for a boundary survey.
Dundee, Illinois, Dated this 29th day of June, A.D. 2006.



PREPARED BY:
SURVEY SYSTEMS OF AMERICA, INC.
PROFESSIONAL LAND SURVEYORS
743 E. Eighth St.
Dundee, Illinois 60118
Phone: (847) 428-9775
Fax: (847) 428-9775

State of Illinois }
County of DuPage } ss.
This instrument No. _____ was filed for record in the Recorder's Office of DuPage County, Illinois, on the _____ day of _____, A.D. 2006.
at _____ o'clock.

County Recorder

At the conclusion of the tour, there being no other business to conduct, Trustee Stubbs moved and Trustee Gieser made the second to adjourn this joint special meeting. The motion passed by unanimous voice vote.

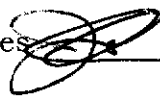
FOR THE BOARD OF TRUSTEES AND
FOR THE COMBINED BOARD

AGENDA ITEM

Village of Carol Stream G-1 8-7-06

Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: James T. Knudsen, Director of Engineering Services 

DATE: July 19, 2006

RE: Fair Oaks Road Improvement Project – Award of Contract for Professional Engineering Services (Phase III Construction Administration)

The Village has requested and received a proposal from Earth Tech to perform Phase III Construction Administrative services for the Fair Oaks Road Improvement Project. See attached. Earth Tech performed the Phase I Design Study as well as the Phase II Final Engineering. Staff was very pleased with their performance and wanted to maintain the job knowledge and integrity and thus only requested a proposal from them.

Earth Tech submitted a proposal of \$131,304. The Village budgeted \$274,000 for this work but that assumed the southern section from Lies Road to Tall Oaks Drive was also going to be reconstructed. Removing this section would leave approximately \$113,000 for the northern section for Phase III Construction Administration. However, due to significantly higher asphalt and gasoline prices and more stringent EPA requirements we would have estimated this cost much higher. For instance, this project is now estimated at \$1.63M. Applying a normal 8%-10% factor for construction administration would yield a range of \$130,400 to \$163,000 for this work. Therefore, we believe Earth Tech has supplied us with a fair and adequate proposal. We recommend award of the professional engineering contract to Earth Tech in the amount of \$131,304. Billing will be per the specified rates in the contract at the hours performed plus Direct Expenses.

Cc: Stan Helgerson, Finance Director
William N. Cleveland, Assistant Village Engineer
Preston Keefe, Earth Tech

CONSULTING AGREEMENT

THIS AGREEMENT, effective this 14th day of July 2006, entered into by and between Earth Tech, Inc. a corporation organized and existing under the laws of the State of California, with offices located at 10 South Riverside Plaza, Suite 1900, Chicago, Illinois, 60606 (hereinafter referred to as the "Consultant" or "Earth Tech"), and Village of Carol Stream, with offices located at 500 North Gary Avenue, Carol stream, Illinois 60188 (hereinafter referred to as the "Client").

WITNESS THAT

WHEREAS the Client wishes to retain the Consultant to perform certain services required by the Client or the Client's Contract with the Owner for the project and,

WHEREAS, the Consultant is willing to undertake the performance of such services in accordance with the terms and conditions hereinafter set forth, and

WHEREAS, ***CLIENT RECOGNIZES THAT THE PRESENCE OF HAZARDOUS MATERIALS OR POLLUTION ON OR BENEATH THE SURFACE OF A SITE MAY CREATE RISKS AND LIABILITIES. CONSULTANT HAS NEITHER CREATED NOR CONTRIBUTED TO THIS POLLUTION. CONSEQUENTLY, CLIENT RECOGNIZES THIS AGREEMENT WILL ACCORDINGLY LIMIT CONSULTANT'S LIABILITY,***

NOW THEREFORE the parties hereby agree as follows:

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ARTICLE 1 - THE WORK

- 1.1 **Work to be Performed:** The Consultant shall perform the services set forth in the Consultant's Proposal at Appendix B, and such additional services as Consultant and Client may jointly agree upon in writing (collectively, the "Services"), at the project site or sites identified in the Proposal. The Services, including any additions and modifications, shall be performed in accordance with this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

- 2.1 **Documents and Precedence:** The documents listed in 2.1.1 thru 2.1.5 together with any Change Orders issued in accordance with Article 12 of this Agreement, constitute the "Contract Documents" of this Agreement. Any *preprinted* terms and conditions on forms used by either party in the administration of this Agreement are void and shall not act to supplement or replace the terms and conditions of this Agreement as set forth in the Contract Documents. For the purposes of establishing obligations and the resolution of ambiguities in the Contract Documents, the following order of precedence shall prevail:

- 2.1.1 Change Orders
- ~~2.1.2 Appendix A - Special Conditions~~
- 2.1.3 Appendix B - Consultants Proposal / Statement of Work, dated
- 2.1.4 This Agreement
- 2.1.5 Appendix C - Client Contract with Owner: Applicable Not Applicable

- 2.2 **Client Contract:** Consultant agrees to be bound to the Client in the same manner and to the same extent as Client is bound to the Owner in the Owner Contract (Appendix C), to the extent the Owner Contract is applicable to the Services to be provided under this Agreement, and provided the Owner Contract is furnished to the Consultant at the time of entering into this Agreement.

ARTICLE 3 - CONTRACT TIME

- 3.1 **Schedule:** The Consultant shall provide the Services called for by the Contract Documents beginning not earlier than the date of the Notice to Proceed issued by the Client. All Work shall be fully completed no later than June 29, 2007, unless sooner terminated or extended as provided herein.
- 3.2 **Delays:** Consultant shall not be liable for delays or failure to perform its Services caused directly or indirectly by circumstances beyond Consultant's control, including but not limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action including regulatory requirements, changed conditions, delays resulting from actions or inactions of Client, Owner or third parties, site inaccessibility or inability of others to obtain material, labor, equipment, or transportation. Should any of the above occur, then the date for Completion or any other milestone date shall be adjusted for such delay in accordance with Article 12, provided the Consultant reports the delay to the Client within a reasonable time, or the time required by the Owner Contract, of its' discovery.

ARTICLE 4 - CONTRACT PRICE

4.1. **Consideration:** Consultant will perform the Services in exchange for the following fee: *(select applicable basis of consideration)*

___ Client will pay on a **time and material** basis. Consultant will invoice according to its Fee Schedule attached to the Proposal at Appendix B.

___ Client will pay a **lump sum** of \$ _____. Consultant will invoice monthly on a percentage completed basis.

X Client will pay on a **time and material basis not to exceed** the sum of \$ 131,304. Consultant will invoice according to its Fee Schedule attached to the Proposal at Appendix B up to the stated limit. Upon reaching the stated limit, Consultant will stop performing unless Client authorizes further work and funding in writing.

ARTICLE 5 - PAYMENT PROVISIONS

5.1 **Payment:** Consultant will submit invoices to Client monthly. Client recognizes that timely payment is a material part of this Agreement. Each invoice is due and payable within thirty (30) calendar days of the date of the invoice. Client will pay when due that portion of invoice not in dispute. If Client fails to pay any undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, Consultant may suspend its performance pending payment of all past due invoices or terminate this Agreement without incurring any liability to Client therefore and without waiving any other claim against Client. Any undisputed invoice amount not received by Consultant within thirty calendar days of the invoice shall accrue interest due and payable at the rate of fifteen percent (15%) compounded annually, if allowed by law, otherwise at the highest annual interest allowed by law.

5.2 **Travel:** Construction inspection vehicles will be reimbursed at \$36.00 per day.

5.3 **Invoicing Instructions:** The Consultant will submit invoices with at least the following information: the invoice date, title of the Agreement, name and address of Consultant representative to whom payment is to be sent, description of services performed and costs related thereto. Invoices will be submitted to the Client in duplicate. Invoices and payments will be addressed as follows:

Invoices to: Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL 60188
Attn: Mr. James Knudsen, PE
Director of Engineering Services

Payments to: Earth Tech, Inc.
Mellon Bank
Department CH
Palatine, IL 60055-0683

ARTICLE 6 - PRELIMINARY MATTERS

- 6.1 **Permits and Licenses:** The Consultant has or will have, prior to the commencement of any work, all necessary business and professional licenses, permits, and other necessary Federal, State, County, Municipal, or other licenses as may be required to enable the Consultant to perform the services required hereunder.
- 6.2 **Agreement Administration:** Consultant contacts with the Client regarding prices, terms, financial actions, etc., shall be made with the Client's authorized Representative. All correspondence between the Consultant and the Client shall be addressed to the Client's designated Representative.
- 6.3 **Communications with Owner:** All of Consultant's written or oral communication with or to the Owner, or Federal, State, or local agencies relative to work under this Agreement must be through or with the authorization of the Client's authorized Representative.
- 6.4 **Documents and Records:** Client acknowledges that Consultants' reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other similar documents ("Records") are instruments of professional service, not products. All data Consultant prepares for Client under this Agreement will remain the property of Consultant. Client has no rights to incomplete or partial data. Consultant will retain these Records for a period of three (3) years following completion of this project. During this time, Consultant will reasonably make available the Records to the Client. Consultant may charge a reasonable fee for retrieving or copying such Records.
- 6.5 **Reuse of Project Documents:** The project documents prepared or furnished to Client by Consultant under this Agreement may be based on information obtained from sources outside Consultant's control. Other than the application of prudent professional care in their evaluation, the Consultant does not warrant, expressed or implied, the accuracy thereof. All documentation furnished to the Client is intended for the benefit of the Client for the purpose stated herein and is not intended or represented to be suited for reuse by the Client or others. Any reuse without the specific written consent of the Consultant for the specific purposes intended will be at user's sole risk and without liability and legal exposure to Consultant. Client agrees to indemnify and hold Consultant harmless from any and all liabilities, losses, costs, or expenses suffered by Consultant in connection with Client's unauthorized reuse of project documents.

ARTICLE 7 - AVAILABILITY OF LANDS

- 7.1 **Client Furnished Lands:** The Client will furnish the lands upon which the Services are to be performed, rights-of-way for access thereto and lands designated for temporary use. Easements, if required, will be provided by the Client. The Client will allocate the land provided by the Client or Owner for temporary use during construction among project consultants and contractors.

ARTICLE 8 - RISK ALLOCATION

- 8.1 **Insurance:** During the period that Services are performed under this Agreement, Consultant will maintain, at least, the following insurance: (i) Workers' Compensation coverage in accordance with the laws of the states having jurisdiction over its employees engaged in the Services and Employer's Liability Insurance (limit of \$500,000 each occurrence.); (ii) Commercial General Liability with a limit of \$1,000,000 per occurrence and a \$2,000,000 aggregate; (iii) Commercial Automobile Liability with a limit of \$500,000 per occurrence and a \$1,000,000 aggregate; and (iv) Professional Liability coverage with a \$500,000 limit on each claim and a \$1,000,000 aggregate.
- 8.1.1. **Certificates:** Prior to beginning Services, Certificates of insurance shall be furnished to the Client evidencing that the coverage will be in effect throughout the performance of the Services and will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the Client.
- 8.1.2 **Subtier Subconsultants:** The Consultant agrees to flow down these insurance requirements, as applicable, to all Subconsultants and Subcontractors that provide any services or work.
- 8.2 **Indemnity / limitation of Liability:** Subject to any limitations stated in this Agreement, Consultant will indemnify and hold harmless Client and Owner, their officers, directors, employees, and subcontractors, from and against all claims and actions, including reasonable attorneys fees, arising out of damages or injuries to persons or tangible property to the extent they are caused by a negligent act, error, or omission of Consultant or any of its agents, subconsultants, subcontractors, or employees in the performance of Services under this Agreement. Consultant will not be responsible for any loss, damage, or liability to the extent they arise from any contributing negligent acts by Client or Owner, or their subcontractors, agents, staff, or consultants. Neither party will be responsible to the other for consequential damages including, but not limited to, loss of profit, loss of investment or business interruption. *The Client agrees to limit Consultant's liability under this Agreement to \$50,000 or the fee paid to Consultant under this Agreement, whichever is greater.*
- 8.3 **Underground Structures and/or Utilities:** In those instances where Consultant performs underground exploration or ground penetration under this Agreement, Client will furnish Consultant information identifying the type and location of utility lines or any other object(s) beneath the site's surface. Consultant will, prior to penetrating the site's surface, furnish to Client a plan indicating the locations intended for penetrations taking into consideration the information received from the Client and other sources. Consultant shall be entitled to rely on the accuracy and completeness of all information provided to Consultant from Client. Client will approve the location of any penetrations prior to their being made. Consultant shall take all reasonable care and precautions to avoid damage to underground structures and utilities.
- Client agrees to indemnify, protect, and hold harmless Consultant from and against all liabilities, claims, demands, losses, expenses, and costs, including reasonable attorney fees, and including consequential loss from damage to any underground structure or utility, which are not brought to the attention of Consultant or which are not shown on plans furnished to Consultant, except for such damages as are caused by the sole professional negligence of Consultant.
- 8.4 **Jobsite Safety:** Unless the specified Services provide otherwise, Consultant is responsible for safety of its own employees within the work zone necessary to perform the Services. This shall

not relieve Client of its responsibility for maintaining a safe jobsite.

ARTICLE 9 - CONSULTANTS RESPONSIBILITIES

- 9.1 **Independent Status / Subcontracting:** Consultant expressly agrees that it is an independent contractor and its employees engaged in the Work are not and shall not be treated or considered employees of the Client or Owner. It is understood that Consultant may retain subcontractors to perform services usually performed by subcontractors. Should it be determined appropriate or necessary to rely on a subcontractor where it is customary not to do so, Consultant shall obtain the written confirmation from Client. Consultant retains the responsibility for the conduct of all subconsultants and subcontractors, and the services provided.
- 9.2 **Proprietary Information:** The Consultant shall not directly or indirectly or through its employees disclose to any third person or use for the benefit of anyone other than the Client or Owner, either during or after the term of this Agreement (or for the period of time stipulated in the applicable data), any secret or proprietary information provided to the Consultant by the Client or Owner, whether relating to the Work performed hereunder or to the business and affairs of the Client or Owner, provided such information is clearly designated secret or proprietary when conveyed to Consultant. Such information shall include, without limitation, Client or Owner manuals, forms or procedures. Disclosure shall not be made without the prior written consent of the Client unless disclosure is required by law, in which case notification of the request for such information shall be provided to the Client and/or Owner prior to release. Information identified in writing by the Consultant as confidential and/or proprietary shall be similarly treated by the Client.
- 9.3 **Publications:** The Consultant shall not publish or publicly disseminate any information or data derived or obtained from or in connection with any services rendered hereunder, without the prior written consent of the Client.

ARTICLE 10 - WORK BY OTHERS

- 10.1 **Cooperation:** Consultant will cooperate with Client and Owner personnel, contractors and Subconsultants who may be working on the site. Particular attention will be paid to such matters as safety, use and disruption of utilities, the allocation of storage and work space, parking, security and general policing of the work site.

ARTICLE 11 - CLIENT RESPONSIBILITIES AND AUTHORITY

- 11.1 **Client's Representative:** Client shall assign a Representative authorized to act on Client's behalf with respect to the project. Client's authorized Representative shall render decisions in a timely manner pertaining to Consultant's Services to avoid unreasonable delay in the orderly and sequential progress of Consultant's Services.

- 11.2 **Inspection:** The Client, through any authorized representatives, shall have the right at all reasonable times to inspect, or otherwise evaluate the quality or any other aspect of the Services performed or the safety measures employed in the work being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made by the Client on the premises of the Consultant or a Subconsultant, the Consultant shall provide, and shall require his Subconsultants to provide, all reasonable facilities and assistance for the safety and convenience of the Client representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unnecessarily delay the Services.
- 11.3 **Audit:** Upon request of the Client, the accounting records, as well as other records maintained by the Consultant directly related to the performance of the Services specified herein, shall be subject, at all reasonable times, to audit by an independent public accounting firm selected by the Client and at the Client's expense. The Client may have such an audit performed at any time within one year following the completion or termination of Services specified herein.
- 11.4 **Hazardous Substances/Hazardous Waste:** Client represents that if Client knows or has reason to suspect that hazardous substances or pollution may exist at the project site, Client has fully informed Consultant. In the event Consultant encounters hazardous substances or contamination significantly beyond that originally represented by Client, Consultant may suspend its Services and enter into good faith renegotiation of this Agreement.

Client acknowledges that Consultant has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site. Therefore, Client agrees to defend, indemnify, and hold harmless Consultant, from any claim or liability, arising out of Consultant's performance of work under this Agreement and made or brought against Consultant for any actual or threatened environmental pollution or contamination except to the extent that Consultant has negligently caused or contributed to any such pollution or contamination. This indemnification includes reasonable attorney fees and expenses incurred by Consultant in defense of such claim.

Client shall execute any manifests or forms required by law or regulation in connection with the transportation, storage or disposal of hazardous materials resulting from the Services or work at the site, or shall authorize Consultant in writing to execute such documents as agent for the Client.

- 11.5. **Sample Ownership:** All samples and cuttings of materials containing hazardous contaminants are the property and responsibility of Client. Removal of cuttings from the project site will remain the obligation of Client. Absent direction from Client, Consultant may return all contaminated samples and laboratory byproducts to the Client for proper disposal or treatment.

ARTICLE 12 - CHANGES

- 12.1 **Change Order Content:** Changes in the Work may be accomplished without invalidating this Agreement by Change Order subject only to the limitations of this Article and the requirement that the change be within the general scope of work of this Agreement. A Change Order is an amendment to this Agreement modifying the Services and specifying any or all of the following: (i) a change in the Services; (ii) an adjustment in the Contract Time; and (iii) the amount of the adjustment in the Contract Price.
- 12.2 **Changed Conditions:** The Consultant has relied on the Client's judgement in establishing the scope of work. In the event of changed conditions, Client agrees to negotiate appropriate Change Orders to equitably adjust the price and/or schedule accordingly. Reduction of the Services by Change Order shall not be the basis of a claim based on loss of anticipated profits from Services not accomplished.
- 12.3 **Issuance of Change Orders:** Consultant will treat as a Change Order any written or oral order (including directions, instructions, interpretations, or determinations) from Client which request changes in the Services. Consultant will give Client written notice within a reasonable time of the receipt of any Change Order of any resulting adjustment in the schedule and price. Unless Client objects in writing within 5 days, the proposed terms of the Change Order with the adjustment in the schedule and price shall become a part of this Agreement.
- 12.4 **Failure to Agree:** If the Client and the Consultant cannot agree upon an equitable adjustment in the Contract Time and or Contract Price, and the Consultant will not sign the Change Order, the disagreement shall be considered a dispute subject to settlement in accordance with the disputes clause at Article 15.

ARTICLE 13 - WARRANTY

- 13.1 **Standard of Care:** It is understood that Consultant makes no warranty, either expressed or implied, as to the findings, designs, accommodations, specifications, or professional advice or opinion except that Consultant represents that it shall perform its Services in accordance with the standards of care and diligence normally practiced by professional consulting firms performing Services of a similar nature in the same locale.
- 13.2 **Extent of Study:** Client recognizes that actual environmental conditions may vary from conditions encountered at locations where Consultant makes visual observations, obtains samples, or performs other explorations. Consultant does not guarantee the extent or absence of pollution or hazardous materials at a site and failure to discover differing conditions or potential environmental contamination through appropriate and/or mutually agreed-upon investigation and/or sampling techniques shall not impose any liability on the Consultant.
- 13.3 **Year 2000 Compliance:** Consultant's obligation regarding year 2000 compliance shall be to provide the Services in a manner consistent with the degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Consultant will not accept responsibility for the products of others, but will assist the Client in obtaining from manufacturers, suppliers or vendors Year 2000 warranties running in favor of the Client.

ARTICLE 14 - SUSPENSION AND TERMINATION

- 14.1 **Suspension of Services:** Consultant will, upon written notice from Client, suspend, delay, or interrupt all or a part of the performance of Services to the extent directed. In such event, Consultant will resume work upon the suspended activities only upon written notice from Client. Where appropriate, an extension of the Contract Time and/or Contract Price will be established as specified in Article 12.
- 14.2 **Termination:** Either party may terminate the Services with or without cause upon 10 days advance written notice. Irrespective of which party shall effect termination, the Client shall within 30 calendar days of termination pay the Consultant for services rendered and costs incurred up to the time of termination, as well as those reasonable costs associated with the termination itself, including the costs incurred in the settlement of terminated contracts with subcontractors, suppliers and others, all in accordance with the Consultant's then-prevailing fee schedule and expense reimbursement policy.

ARTICLE 15 - MISCELLANEOUS PROVISIONS

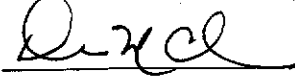
- 15.1 **Subcontract:** The Consultant shall not further subcontract any Services to be performed under this Agreement, except as specified in the Consultant's proposal or prior written authorization from the Client. Neither this Agreement nor any Subtier Subcontract will create any contractual relationship between any Subtier Subcontractor and Client, nor any liability of Client to any Subtier Subcontractor.
- 15.2 **Assignment:** Neither Party to this Agreement shall transfer, assign or hypothecate its interest in this Agreement without the written consent of the other; which consent shall not be unreasonably withheld. Any attempted transfer, assignment, or hypothecation without such written consent shall be void and confer no rights upon any third person and shall constitute a default hereunder.
- 15.3 **Third Party Liability:** Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than Client and the Consultant.
- 15.4 **Dispute Resolution:** Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration in California accordance with the then-current Construction Arbitration Rules of the American Arbitration Association. Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party to any arbitration hereunder shall bear its own costs of the proceeding including attorney fees. The Client and the Consultant agree that in the event of a dispute, they will not seek recourse against individual officers, employees, directors, or shareholders of the other party.
- 15.5 **Applicable Law:** In the performance of the Services provided by this Agreement, the Consultant and the Client shall comply with all applicable Federal, State and local laws, rules, and regulations. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of California.

15.6 **Entire Agreement, Modifications, Headings, Severability:** The parties acknowledge that this Agreement constitutes the entire Agreement between them and supersedes all prior representations, warranties, agreements, and understandings oral or written between the parties with respect to its subject matter. Unless stated otherwise in this Agreement, this Agreement may not be modified except in writing signed by both parties. The headings to this Agreement are for convenience and reference purposes only and shall not constitute a part of the Agreement. If any element of this Agreement is later held to violate the law or a regulation, it shall be deemed void, and all remaining provisions shall continue in force.

Client and Consultant confirm reading this document in full and confirm that they understand the terms of this Agreement. Client and Consultant freely enter into this Agreement. The Agreement becomes effective on the latest date of execution indicated below.

Consultant: EARTH TECH, Inc.

Client:

By: 

By: _____

Title: VICE PRESIDENT

Title: _____

Date: 7/14/04

Date: _____

Fair Oaks Road Improvements
Carol Stream, Illinois

ATTACHMENT 1.1							ATTACHMENT 1.2											LAB COST EXTENSION	WORK ITEM TOTAL							
WORK DESCRIPTION	TEST QTY	INSPECTION PERSONNEL REQUIREMENTS					COST EXTENSION	WORK DESCRIPTION	TEST QTY	LABORATORY TESTING																
		SOIL TECH (mandays)	PCC I (mandays)	PCC II (mandays)	BIT I (mandays)	BIT II (mandays)				Reflux Extrac. & Gradation	Ignition AC & Gradation	Gyratory Voids	Maximum Specific Gravity	Wash Sieve	Mechanical Sieve	Standard Proctor	Nuclear Gauge	Cylinder Pickup								
Estimate of Testing & Inspection Costs EARTHWORK/SUBGRADE							Estimate of Testing & Inspection Costs EARTHWORK																			
Excavation	10,974 cu yd						\$288.00	Excavation	10,974 cu yd										\$120.00	\$408.00						
PGE, Subgrade	400 cu yd	0.5					\$288.00	PGE, Subgrade	400 cu yd								2	\$220.00	\$508.00							
Sub-base Granular, 4"	15,371 cu yd	0.5						Sub-base Granular, 4"	15,371 cu yd							1	1									
BITUMINOUS							BITUMINOUS																			
3663 BRC, Superpave, 6"	11,001 sq yd				2	2	\$2,544.00	BRC, Superpave, 6"	11,001 sq yd	2	2	2	1				2	\$1,410.00	\$3,954.00							
15 BRC Widening, 8"	34 sq yd							BRC Widening, 8"	34 sq yd	0	0	0	0													
Surface Course NS0	1,265 tons				2	1	\$1,896.00	Surface Course NS0	1,265 tons	2	2	2	1				2	\$1,410.00	\$3,306.00							
CONCRETE							CONCRETE																			
307 Curb and Gutter B 6.18	6,385 lf		2	1			\$1,848.00	Curb and Gutter B 6.18	6,385 lf	12						2	2	\$432.00	\$2,780.00							
11 PCC Driveway, 6"	68 sq yd		0.5	0			\$300.00	PCC Driveway, 6"	68 sq yd	4							1	\$124.00	\$424.00							
6 Sidewalk (5")	377 sq ft		0.5	0			\$300.00	Sidewalk (5")	377 sq ft	4						2	1	\$244.00	\$544.00							
SUBTOTAL TECHNICIANS							\$7,464.00	TOTAL TESTS							20	4	4	4	2	1	6	1	4	4	\$3,960.00	\$11,424.00
							\$576.00 /dy	UNIT COST							\$16.00 /ea	\$155.00 /ea	\$165.00 /ea	\$315.00 /ea	\$60.00 /ea	\$70.00 /ea	\$60.00 /ea	\$150.00 /ea	\$40.00 /ea	\$60.00 /ea		
							\$576.00	TOTAL LABORATORY TESTING							\$320.00	\$620.00	\$660.00	\$1,260.00	\$120.00	\$70.00	\$360.00	\$150.00	\$160.00	\$240.00	\$3,960.00	\$11,424.00
ALLOWANCE FOR ADDITIONAL ITEMS																										
Soil Tech Overtime	0 hr.						\$0.00																			
Eng Tech Level I ACI	0 hr.						\$0.00																			
Eng Tech Level II PCC	0 hr.						\$0.00																			
Eng Tech Level I BIT	8 hr.						\$873.60																			
Eng Tech Level II BIT	6 hr.						\$680.40																			
Project Engineer	6 hr.						\$630.00																			
SUB TOTAL ADDITIONAL ITEMS							\$2,184.00																			
											<i>subtotal of laboratory testing=</i>						\$3,960.00	\$9,544.00								
											<i>subtotal of technician time=</i>						\$7,464.00	\$17,008.00								
											<i>subtotal of additional allowances=</i>						\$2,184.00	\$19,192.00								
											GRAND TOTAL w/ additional allowance=						\$13,608.00	\$32,800.00								

Fair Oaks Road Improvement – Plum Grove Court to Army Trail Road
Village of Carol Stream
Phase III Services

The project consists of the reconstruction of Fair Oaks Road to include a two-lane bituminous pavement, curb & gutter, storm sewer, ditch grading, and all appurtenances as shown in the plans and specifications.

Earth Tech agrees,

1. To perform the engineering services for the Village of Carol Stream, in connection with the Project hereinbefore described and listed below:
 - a. Proportion concrete according to the applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and performed testing as required to ensure the concrete meets specification requirements.
 - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as required to ensure the HMA meets specification requirements.
 - c. For soils, to obtain samples and perform testing.
 - d. For aggregates, to obtain samples and perform testing.

NOTE: For 1a through 1d the Earth Tech will obtain samples for testing in accordance with the STATE BMPR "Project Procedures Guide", or as indicates in the specifications; tests will be performed in accordance to the STATE BMPR "Manual of Test Procedures for materials" and verified for compliance with contract specifications.

- e. Obtain material certifications in accordance with the IDOT BMPR "Project Procedures Guide".
- f. The material inspection personnel from our sub-consultant, Midland Standard, have completed the appropriate STATE BMPR QC/QA trained technician classes.
- g. Inspect and document the adequacy of the establishment and maintenance of the traffic control.
- h. Check contractor's geometric control including all construction staking and construction layouts.
- i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the IDOT Construction Manual.
- j. Measurement and computation of pay items.
- k. Maintain a daily 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.

- l. Preparation of all partial and final pay estimates, change orders, records, documentation and reports.
 - m. Revisions of contract drawings to reflect the as-built conditions.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
3. Attend meetings and visit the site of the work at any reasonable time when requested to do so by the Village.

**COST ESTIMATE OF CONSTRUCTION SERVICES
PHASE III ENGINEERING SERVICES**

Village of Carol Stream

Fair Oaks Road Improvement - Plum Grove Court to Army Trail Road

Route: Fair Oaks Road
 Agency: Village of Carol Stream
 Contract:
 County: DuPage

Consultant: Earth Tech

ITEM	Employee Classification	Estimated Manhours by Task					Total Number of Manhours	Percent of Total	DOLLARS (\$)				
		Meetings	Layout	Inspection	Documentation	Mngm. & Adm.			Payroll Rate	Payroll Costs	Payroll, Burden & Fringe Costs; Overhead & Expenses (Labor x 1.5)	Profit (Labor x 0.3)	TOTAL
Construction Engineering:	Project Manager	40			18	14	72	6.60%	\$ 60.00	\$ 4,320	\$ 6,480	\$ 1,296	\$ 12,096
	Resident Engineer	40	40	470	380	0	995	91.20%	\$ 34.54	\$ 34,367	\$ 51,551	\$ 10,310	\$ 96,228
	Design Support			24			24	2.20%	\$ 60.00	\$ 1,440	\$ 2,160	\$ 432	\$ 4,032
Direct Expenses:													
1.) Material Testing (Midland Standard)													\$ 13,608
2.) Vehicle Expense and Tolls @ \$36.00 per day													\$ 4,140
3.) Printing													\$ 500
4.) Photography and Film Development													\$ 250
5.) Mobile Phone @ \$75.00 per month for 6 months													\$ 450
TOTALS		79.6	40	494	398	14	1,091	100.00%		\$ 40,127	\$ 60,191	\$ 12,038	\$ 131,304

- 1.) Material Testing Sub-consultant
- 2.) 115 days a weeks @ \$36.00/day
- 3.) Estimated printing expense for Record Drawings

SCHEDULE OF SERVICES AND FEES-ATTACHMENT 1

QUALITY CONTROL

CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES

FOR

**Fair Oaks Drive
(Plum Grove Court to Army Trail Road)
Carol Stream, Illinois**

PREPARED BY

MIDLAND STANDARD ENGINEERING & TESTING, INC.

EAST DUNDEE, ILLINOIS

MIDLAND STANDARD ENGINEERING & TESTING, INC.

558 Plate Drive Unit 6
East Dundee, Illinois 60118
(847) 844-1895 f(847) 844-3875

June 22, 2006

Mr. John Stevens, P.E.
Earthtech, Inc.
10 S. Riverside Plaza
Suite 1900
Chicago, Illinois 60606

Re: Proposal for **QC/QA** Inspection and Testing Services
Fair Oaks Road (Plum Grove to Army Trail)
Carol Stream, Illinois

Dear Mr. Stevens:

We have prepared this unit rate and cost estimate proposal to provide quality control / quality assurance services for your project in Naperville, Illinois.

In this proposal we have included rates for personnel, equipment and materials to conduct plant and field inspection for subgrade, bituminous concrete and portland cement concrete related to the intersection improvements. Administrative time for review and preparation of QC/QA data is also included in the scope of work.

We propose to provide the necessary inspections and testing using experienced, certified personnel and recognized test procedures developed by IDOT, ASTM, AASHTO, ACI, etc. Our services would be provided at the request of your designated representative on a unit rate basis in accordance with the Schedules of Services and Fees-Attachment 1.1 and 1.2, included in this proposal package. The final cost of these services will be based upon the total amount of work performed.

We are staffed and equipped to aid you in the successful completion of your projects and are available to discuss any aspect of our proposal at your convenience.

Sincerely,

MIDLAND STANDARD ENGINEERING & TESTING, INC.

William D. Prigge, P.E.
President

WDP/mlw

Attachment 1, 1.1; Schedule of Services and Fees, Cost Estimates

MIDLAND STANDARD ENGINEERING & TESTING, INC.

BASIS OF RATES

SCHEDULE OF SERVICES AND FEES-ATTACHMENT 1

We propose to provide the necessary Engineering Consultation and Quality Control inspections and testing, using experienced personnel, in accordance with the project specifications and recognized test procedures developed by, IDOT, ASTM, ACI, AASHTO, etc. We can also provide engineering analysis, problem solving and consultation services as requested.

Our services would be provided at the request of your designated representative on a unit rate basis in accordance with the Schedules of Services and Fees.

Engineering Technicians or Field Engineers would be assigned to provide the field services as requested by your Designated Representatives. Engineering liaison, review and supervision will be provided by a Project Engineer.

In addition to the field and laboratory technical staff, we are able to provide full engineering backup services. Our engineering staff will be available to provide consultation and recommendations which may be required when job site problems are experienced.

Our billing philosophy is simple and direct. We account and invoice for all time expended on a project by our personnel for inspections, preparing and reviewing reports, attending meetings, resolving problems or providing services productive to the project.

ATTACHMENT 1 (CONT'D)

FEE SCHEDULE GENERAL INSPECTION AND TESTING

CONSTRUCTION TESTING AND INSPECTION SERVICES FOR PREVAILING WAGE PROJECTS:

A. Engineering Technician-Level I/ACI Technician

We will provide the services of an Engineering Technician for a fee of..... \$ 75.00
per hour. A four(4) hour minimum/ day is applicable

B. Engineering Technician Level II PCC Technician

We will provide the services of Level II Engineering Technician for a fee of..... \$ 81.00
per hour. A four(4) hour minimum/ day is applicable

C. Engineering Technician- Level I BIT Technician

We will provide the services of an Engineering Technician for a fee of..... \$ 78.00
per hour. A four(4) hour minimum/ day is applicable

D. Engineering Technician- Level II BIT Technician

We will provide the services of a Level II Engineering Technician for a fee of..... \$ 81.00
per hour. A four(4) hour minimum/ day is applicable

E. Engineering Technician- Soils and Backfill

We will provide the services of a Soils Engineering Technician for a fee of..... \$ 72.00
per hour. A four (4) hour minimum/ day is applicable

ATTACHMENT 1 (CONT'D)

F. Engineering Services –All Projects

Engineering Services for inspection, test evaluation, contract administration, laboratory and field supervision, resolution of special problems, preparation of reports, job-site and other job related meetings and consultation will be furnished in accordance with the following schedule of hourly rates:

Technician.....	Quoted Above
Field Engineer.....	\$ 75.00
Steel Inspector (Level II).....	\$ 85.00
Staff Engineer.....	\$ 80.00
Project Engineer	\$ 85.00
Project Manager or Materials Consultant.....	\$ 105.00
Principal Engineer.....	\$ 125.00

G. Laboratory Services

Our fully equipped laboratory can provide a full range of tests, rates for tests not specifically quoted available on request.

1. Compressive Strength tests of concrete cylinders, including expendable supplies (molds), curing at MSET, (Pick-up additional) \$ 16.00 ea.
2. Flexural Strength tests of concrete beams, including reusable molds, curing at MSET and disposal, (Pick up additional) \$ 45.00 ea.
3. Aggregate Gradation
 - Dry Sieve Analysis..... \$ 60.00 ea.
 - Washed Sieve Analysis..... \$ 70.00 ea.
 - Hydrometer & Sieve Analysis..... \$ 90.00 ea.
4. Atterberg Limits ASTM D4318..... \$ 80.00 ea.
5. Theoretical Maximum Density ASTM D 2041 \$ 60.00 ea.
6. Asphalt Content by Reflux Extraction \$ 100.00 ea.
7. Asphalt Content by Reflux Extraction with Gradation \$ 155.00 ea.
8. Asphalt Content by Ignition Oven \$ 100.00 ea.
9. Asphalt Content by Ignition Oven with Gradation \$ 165.00 ea.
10. Bulk Specific Gravity of Gyratory Specimen
 - a. (set of two) and air voids \$ 315.00 ea.

H. Miscellaneous Services

Concrete cylinder pick-up trips will be invoiced when cylinders are picked up as a special trip and not returned to laboratory by MSET personnel commuting to jobsite\$ 60.00/each

ATTACHMENT 1 (CONT'D)

H. Miscellaneous Services, continued

Nuclear Gauge Charge	\$ 40.00/day
Daily Trip Charge, applies to interim assignments	\$ 40.00/day

NOTES TO FEE SCHEDULE

1. a. Personnel rates quoted are based on rates quoted above are based on first shift work days, Monday through Friday, and up to 8 hours, per man, per day. Shift differentials are applied to straight time rates as follows:
 - First Shift - 6am-2pm, Rates x 1.0
 - Second Shift - 2pm-10pm, Rates x 1.15
 - Third Shift - 10pm-6am, Rates x 1.25Shift rate differentials are determined by the starting time of the inspection shift.
- b. Overtime rates are applicable to all work per man, over 8 hours per day, on Saturdays, Sundays and holidays. Overtime rates are 1.30 times the applicable straight time rate, (after applying the shift differential). An eight (8) hour minimum daily charge applies for work over 4 hours per day, second shift, third shift, weekend and holiday work, **in accordance with the International Union of Operating Engineers Local 150 contract.**
- c. An overtime multiplier of 1.5 times the listed rates may be applied for laboratory testing such as concrete strength testing conducted outside of normal business hours, if required on a job to job basis.
2. Personnel rates are billed portal to portal from our East Dundee facility. For full time assignments we will attempt to assign personnel to report directly to the job site. For interim assignments a daily trip charge will be applied.
3. Invoices will be submitted once a month for services rendered during the prior month.
4. Rates quoted above include 4 copies of reports distributed and mailed in accordance with your instructions. Additional copies will be billed at a rate of \$0.25 per sheet.
5. The presence of our personnel on site will be for the express purpose of observing the work and performing specific tests to document compliance of the work with the applicable specifications. We will not be responsible for job site safety, that duty being properly an obligation of the Contractor, who should be so informed. We will comply fully with the Contractor's safety program.
6. Services and fees not specifically listed above will be quoted upon request.
7. Unit Rates quoted above are applicable until 4/1/07 and are based on our staffing conditions, current as of the date of this proposal.


Fair Oaks Road Improvements
Carol Stream, Illinois

Estimate of Testing & Inspection Costs						ATTACHMENT 1.1						Estimate of Testing & Inspection Costs													ATTACHMENT 1.2									
WORK DESCRIPTION	TEST QTY	INSPECTION PERSONNEL REQUIREMENTS					COST EXTENSION	WORK DESCRIPTION	TEST QTY	LABORATORY TESTING											LAB COST EXTENSION	WORK ITEM TOTAL												
		SOIL TECH (mandays)	PCC I (mandays)	PCC II (mandays)	BIT I (mandays)	BIT II (mandays)				Cylinders	Reflux Extrac. & Gradation	Ignition AC & Gradation	Gyratory Voids	Maximum Specific Gravity	Wash Sieve	Mechanical Sieve	Standard Proctor	Nuclear Gauge	Cylinder Pickup															
Estimate of Testing & Inspection Costs																																		
EARTHWORK/SUBGRADE																																		
Excavation	10,374 cu yd						\$288.00	Excavation	10,374 cu yd																									
PGE, Subgrade	400 cu yd	0.5					\$288.00	PGE, Subgrade	400 cu yd																									
Sub-base Granular, 4"	15,371 cu yd	0.5					\$288.00	Sub-base Granular, 4"	15,371 cu yd																									
BITUMINOUS																																		
3663 BRC, Superpave, 6"	11,001 sq yd				2	2	\$2,544.00	BRC, Superpave, 6"	11,001 sq yd																									
15 BBC Widening, 8"	34 sq yd					1	\$1,896.00	BBC Widening, 8"	34 sq yd	2	2	2	1					2																
Surface Course NS0	1,265 tons					1	\$1,896.00	Surface Course NS0	1,265 tons	0	0	0	0					2																
CONCRETE																																		
307 Curb and Gutter B 6.18	6,385 lf				2	1	\$1,848.00	Curb and Gutter B 6.18	6,385 lf	12								2																
11 PCC Driveway, 6"	68 sq yd				0.5	0	\$300.00	PCC Driveway, 6"	68 sq yd	4																								
6 Sidewalk (5')	377 sq ft				0.5	0	\$300.00	Sidewalk (5')	377 sq ft	4								2																
SUBTOTAL TECHICIANS		1.0	3.0	1.0	4.0	3.0	\$7,464.00	TOTAL TESTS											20	4	4	4	2	1	6	1	4	4	\$3,960.00	\$11,424.00				
		\$576.00 /ty	#####	#####	#####	#####	\$7,464.00	UNIT COST		\$16.00 /ea	\$155.00 /ea	\$165.00 /ea	\$315.00 /ea	\$60.00 /ea	\$70.00 /ea	\$60.00 /ea	\$150.00 /ea	\$40.00 /ea	\$60.00 /ea															
		\$576.00	\$1,800.00	\$648.00	\$2,496.00	\$1,244.00	\$7,464.00	TOTAL LABORATORY TESTING		\$320.00	\$620.00	\$660.00	\$1,260.00	\$120.00	\$70.00	\$360.00	\$150.00	\$160.00	\$240.00							\$3,960.00	\$11,424.00							
ALLOWANCE FOR ADDITIONAL ITEMS																																		
Soil Tech Overtime	0 hr.						\$0.00																											
Eng Tech Level I ACI	0 hr.						\$0.00																											
Eng Tech Level II PCC	0 hr.						\$0.00																											
Eng Tech Level I BIT	8 hr.						\$873.60																											
Eng Tech Level II BIT	6 hr.						\$680.40																											
Project Engineer	6 hr.						\$630.00																											
SUB TOTAL ADDITIONAL ITEMS							\$2,184.00																											
																		subtotal of laboratory testing=		\$3,960.00														
																		subtotal of technician time=		\$7,464.00														
																		subtotal of additional allowances=		\$2,184.00														
																		GRAND TOTAL w/additional allowance=		\$13,608.00														

AGENDA ITEM

Village of Carol Stream G-2 8-7-06

Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: William N. Cleveland, Assistant Village Engineer 
DATE: August 2, 2006
RE: Budget transfer for the purchase of a new GPS unit

Engineering Services and our consultant from Northern Illinois University have had numerous problems with our existing GPS unit (see attached memo from Jim Knudsen). In order to resolve these problems and move forward, a new GPS unit needs to be purchased that was not previously budgeted.

The IDOT State bid for vehicles is done in the winter for late spring/early summer delivery. Engineering Services has two vehicle replacements budgeted for its 1997 Chevy S-10's. Both vehicles are in good condition with stable average annual costs. Staff had therefore decided to postpone the replacement of one vehicle until next year. We have budgeted \$18,000 per vehicle and the latest state bids have been from \$15,000 to \$16,000 for similar vehicles.

Engineering staff recommends the transfer of \$4,000 from account 01.462.415 "vehicles" to account 01.462.412 "other equipment" in order to purchase a GeoXH GPS unit from Trimble.

Cc: James T. Knudsen, Director of Engineering Services
Stan Helgerson, Finance Director
Robert Mellor, Assistant Village Manager

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: James T. Knudsen, Director of Engineering Services
DATE: July 25, 2006
RE: GPS Trimble Unit

In 2004 the Village purchased a GPS GeoXT unit from Trimble. This machine uses global positioning satellites (GPS) and ground base stations to provide us with coordinates to locate features on our GIS maps. These features are located to within approximately 39" (sub meter accuracy).

Professor Rich Greene and the NIU intern have been working on acquiring some of the feature coordinates, primarily water valves in Zone 5 for Public Works. They have experienced some troubles with how slow the unit runs and that it freezes up losing all previously saved data. See attached. They believe this is due to three issues, low memory, speed and using an old Windows operating system. The existing 6-month warranty has expired.

A solution that came to our recent attention would allow us to trade in our existing GeoXT and upgrade to a GeoXH with more memory, the newest Windows operating system, greater accuracy (within 1') and twice the speed. We would also receive a \$1,500 rebate. The new unit with the rebate applied would cost \$3,795.00. See attached.

It is estimated the intern and/or Village Staff will be able to acquire twice as many points in the same amount of time. See attached memo from Rich Green. Presently it takes them about 3 hours to collect 40 points. With the new unit they believe they can now collect 80 points in the same 3 hours. The cost of the new unit could pay for itself after collecting about 1,500 points or about 2 years.

Cc: Robert Mellor, Assistant Village Manager
Stan Helgerson, Finance Director
William N. Cleveland, Assistant Village Engineer
Matt York, Administrative Analyst
Rich Green, Northern Illinois University

BUDGET TRANSFER REQUEST

FISCAL YEAR: 2006

DEPARTMENT/DIVISION: ENGINEERING

FUND: 01

FROM ACCOUNT	TO ACCOUNT	AMOUNT
#01.462.415	#01.462.412	\$ 4,000
TITLE: VEHICLES	TITLE: OTHER EQUIPMENT	

REASON: Replacement of GIS Trimble GeoXT unit with GeoXH unit

#	#	\$
TITLE:	TITLE:	

REASON:

#	#	\$
TITLE:	TITLE:	

REASON:

#	#	\$
TITLE:	TITLE:	

REASON:

DEPARTMENT HEAD: _____

DATE: _____

VILLAGE MANAGER: _____

DATE: _____

VILLAGE BOARD CONCURRENCE DATE: _____

FINANCE DIRECTOR: _____

DATE: _____

Village of Carol Stream 6-3 8-7-06

INTERDEPARTMENTAL MEMO

DATE: August 1, 2006
 TO: Joseph E. Breinig, Village Manager
 FROM: Christopher M. Oakley, Asst. to the Village Manager *CMO*
 RE: Carol Stream Correspondent Newsletter- Year 3 Contract Extension Option

In October of 2004, the Village Board of Trustees awarded a one-year contract to Profile Graphics Inc. for publication of the 2004-2005 Carol Stream Correspondent newsletters. The bid specifications included the Village's option to exercise two separate 1- year contract extensions adjusted for the 12-month Consumer Price Index for Chicagoland Urban Consumers (CPI-U) period ending June 30th. The contractor's performance during the previous two contract periods is the sole rationale for granting a contract extension. Elements of contract performance to be considered in granting a contract extension for 2006-07 includes production quality, newsletter enhancements (overall newsletter layout, graphics and text enhancements, photo scans and screens) as well as on time delivery to the residents as specified in the bid specifications. Profile Graphics Inc. has performed high quality work. Profile Graphics Inc. successfully completed the following Village-requested newsletter enhancements during 2005-06: (1) design, formatting as well as off-line stapling of the 'Summer in the Center' event calendar into the spring 2006 issue; (2) on-time delivery of all 4 issues during the 2005-06 contract period and (3) the creative design of the 'Citizen Observer' brochure as a cut out in the spring 2006 issue as well. The staffs from the Village and Profile Graphics Inc. have developed an excellent working relationship over the past year. The table below details the contract unit pricing and the per copy cost for the Carol Stream Correspondent newsletter for the initial contract period as well as the proposed 2006-07 contract option year #3.

<i>Number & Volume of Issue</i>	<i>Unit Pricing 2005-06</i>	<i>EXTENSION Contract Yr. #2 2005-06</i>	<i>CPI-U Price Adjustment June 2005 -06</i>	<i>Unit Pricing 2006-07</i>	<i>EXTENSION Contract Yr. #3 2006-07</i>
<i>(17,000)</i>	<i>(per issue)</i>	<i>(ending 6/30/06)</i>		<i>(per issue)</i>	<i>(ending 6/30/07)</i>
3-16 pg. issues	\$ 3,661.79	\$ 10,985.37	<u>x</u> .026	\$ 3,757.00	\$ 11,271.00
1-12 pg. issue	\$ 2,939.18	\$ 2,939.18		\$ 3,015.60	\$ 3,015.60
Total		\$ 13,924.55			\$ 14, 286.60
Cost/copy		.20¢			.21¢
Screens	\$ 9.23 /ea.		<u>x</u> .026	\$ 9.47/ea.	
Inserts	\$ 610.47/ ea.		<u>x</u> .026	\$626.34/ea.	

Based upon the consistent quality of the contractors work and the desirable unit pricing for producing and printing of the Carol Stream Correspondent newsletter, I recommend extending the contract for 2006-07 to Profile Graphics Inc. of Bartlett, Illinois based upon the CPI-U adjusted pricing of \$14,286.60, which is a \$362 (21¢/copy) increase from the previous contract year price. Should you have any questions with this recommendation, please contact me at your earliest convenience.



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Data extracted on: July 26, 2006 (9:51:51 AM)

Consumer Price Index - All Urban Consumers

Series Id: CUURA207SA0, CUUSA207SA0
Not Seasonally Adjusted
Area: Chicago-Gary-Kenosha, IL-IN-WI
Item: All items
Base Period: 1982-84=100

Year	Jun
2005	194.0
2006	199.0

12 Months Percent Change

Series Id: CUURA207SA0, CUUSA207SA0
Not Seasonally Adjusted
Area: Chicago-Gary-Kenosha, IL-IN-WI
Item: All items
Base Period: 1982-84=100


Year	Jun
2005	2.6
2006	2.6

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Data questions: blsdata_staff@bls.gov
Technical (web) questions: webmaster@bls.gov
Other comments: feedback@bls.gov

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: William N. Cleveland, Assistant Village Engineer 
DATE: August 3, 2006
RE: Lakewood Homes - Utility installation prior to Final Subdivision
Plan Approval

Lakewood Homes is interested in constructing landscaping and berms as part of their land movement permit previously granted. This is to take advantage of the remaining growing season and improve the appearance of the property for marketing. However, utility construction along North Avenue would destroy this work if done after the landscaping.

Therefore, they are requesting to construct only those utilities beneath the proposed landscaping prior to final plan approval. Engineering Services is in the final stages of review and does not anticipate any major changes in the grading or utility layout that might affect this request. However, Lakewood Homes understands that this work is to be done at their own risk.

Engineering staff recommends that Lakewood Homes be allowed to construct water and sewer utilities along North Avenue prior to final plan approval at their own risk.

Cc: James T. Knudsen, Director of Engineering Services
Al Turner, Director of Public Works
Matt Streicher, Civil Engineer

Lakewood Homes

The American Dream Builder[®]

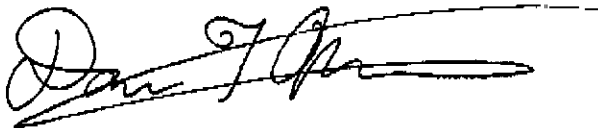
August 3, 2006

James T. Knudsen, P.E.
Dir. of Engineering Services
Village of Carol Stream
500 North Gary Avenue
Carol Stream, IL 60188

Dear Mr. Knudsen,

Per our discussion with the engineering department, Lakewood Homes would like to ask permission to install the underground utilities along North Avenue to allow us to complete the berm and landscaping in a timely manner. This will allow us to establish plant material prior to the winter and take advantage of the fall growing season. We understand that this would be at our own risk and we may be required to correct the locations based upon the village review. Per our conversations the engineering department is close to approving the engineering plans and does not anticipate any major issues with our plans.


Sincerely,



Darren T. Monico, P.E.
Project Engineer

Cc: Bill Cleveland, Village of Carol Stream
Bob Graham, Lakewood Homes
Andy Sikich, P.E., Lakewood Homes

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager
FROM: John A. Turner, Director of Public Works 
DATE: August 3, 2006

On Tuesday, August 1, 2006, bids were opened for the inside and outside repainting and repairs to Water Tower #3 on Fullerton Avenue. The following bids were received:

Company	Hourly Rate	Total Cost
Maxcor, Inc.	\$130.00/hr.	\$197,900
Neumann Co. Contractors	\$90.00/hr.	\$157,800
Jetco, Ltd.	\$125.00/hr.	\$128,880
AM Coat Painting Co.	\$92.00/hr.	\$195,135

All bidders are experienced firms able to complete our work as specified. It is, therefore, recommended to award to the low bidder, Jetco of Prospect Heights, IL, in the amount of \$128,880. This is within the \$160,000 budgeted for this work.

JAT:lm
Enc.

H-1 8-7-06

ORDINANCE NO. _____

**AN ORDINANCE AMENDING ORDINANCE 92-04-36,
CLARIFYING CLASS II TRUCK ROUTES WITHIN THE
VILLAGE OF CAROL STREAM**

BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUTEES OF THE VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, THAT ORDINANCE NO. 92-04-36, AN ORDINANCE AMENDING ORDINANCE 90-07-55, AN ORDINANCE REGULATING TRAFFIC WITHIN THE VILLAGE OF CAROL STREAM (SPECIAL USE FACILITIES-CLASS II TRUCK ROUTES), attached as Appendix A, be amended as follows:

SECTION 1: That Section 14, SPECIAL USE FACILITIES, be amended to read:

The following streets are designated as Class II Truck Routes:

- | | |
|---|--------------------|
| Alexandra Way | Mercedes Drive |
| Gerzevske Lane | Mission Street |
| Carol Court | Randy Road |
| Center Avenue | St. Paul Boulevard |
| Commerce Drive | Tower Boulevard |
| Della Court | Tubeway Drive |
| East Drive | Village Court |
| Elk Trail Court | Village Drive |
| Fullerton Avenue | Westgate Drive |
| Kehoe Boulevard | |
| Kimberly Drive | |
| Lies Road (Gary Avenue to Schmale Road) | |

SECTION 2: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as

provided by law and the posting of required signs in keeping with this ordinance and applicable law.

PASSED AND APPROVED this 7TH day of August, 2006.

AYES:

NAYS:

ABSENT:

Ross Ferraro, Mayor

ATTEST:

Janice Koester, Village Clerk

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

ORDINANCE NO. 92-04-36

AN ORDINANCE AMENDING ORDINANCE 90-07-55, AN ORDINANCE
REGULATING TRAFFIC WITHIN THE VILLAGE OF CAROL STREAM
(SPECIAL USE FACILITIES - CLASS II TRUCK ROUTES)

ADOPTED BY THE PRESIDENT
AND BOARD OF TRUSTEES OF THE VILLAGE OF
CAROL STREAM

THIS 14TH DAY OF APRIL, 1992

Published in pamphlet form by
order of the President and
Board of Trustees of the
Village of Carol Stream,
County of DuPage, Illinois
this 20th day of April, 1992.

ORDINANCE NO. 92-04-36

AN ORDINANCE AMENDING ORDINANCE 90-07-55, AN ORDINANCE
 REGULATING TRAFFIC WITHIN THE VILLAGE OF CAROL STREAM
 (SPECIAL USE FACILITIES - CLASS II TRUCK ROUTES)

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE
 VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, IN THE EXERCISE OF
 ITS HOME RULE POWERS, that Ordinance No. 90-07-55, AN ORDINANCE
 REGULATING TRAFFIC WITHIN THE VILLAGE OF CAROL STREAM, be amended as
 follows:

SECTION 1: That Section 14, SPECIAL USE FACILITIES, be
 amended to read:

The following streets are designated as Class II Truck
 Routes:

Alexandra Way	Mercedes Drive
Bonnie Lane	Mission Street
Carlton Drive	Old Gary Avenue
Carol Court	Randy Road
Center Avenue	St. Paul Boulevard
Commerce Drive	Tubeway Drive
Commonwealth Drive	Village Court
East Drive	Village Drive
Easy Street	Stark Drive
Executive Drive	Westgate Drive
Fullerton Avenue	Navaho Drive
Kehoe Boulevard	Main Place
Kimberly Drive	
Thornhill Drive (from Schmale Road to Main Place)	
Lies Road (from Gary Avenue to Schmale Road)	

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

PASSED AND APPROVED THIS 14th DAY OF APRIL, 1992.

AYES: 6 (Trustees Shanahan, Sutenbach, Sutcliffe,
Pugh, Vinson and McNeas)

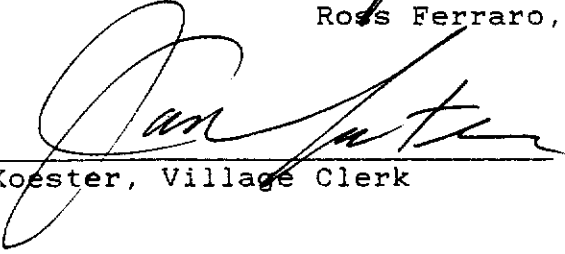
NAYS: 0

ABSENT: 0



Ross Ferraro, Village President

ATTEST:



Janice Koester, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: William N. Cleveland, Assistant Village Engineer *WB*
DATE: August 1, 2006
RE: Class II Truck Routes

In April of 1992, the Village Board approved Ordinance #92-04-36 designating certain streets as Class II truck routes to allow 80,000 lb semi trucks on industrial roads. In June of this year, we received a letter from IDOT requesting a list of Class II designated streets in response to Public Act 94-0763: Designated Truck Route System, which will become effective January 1, 2007. The law requires IDOT to maintain a listing of all truck routes including local streets and highways.

Engineering and Public Works staff reviewed the list of streets from the 1992 ordinance and realized it was in need of updating. The following streets should be removed from the list because they are not accessible from State or County Class II truck routes or are otherwise inadequate:

Carlton Drive	Old Gary Avenue
Commonwealth Drive	Stark Drive
Easy Street	Navaho (Phillips) Drive
Executive Drive	Main Place
Thornhill Drive (from Schmale Road to Main Place)	

The following streets have been constructed since 1992 and should be added to the list of streets:

Della Court
Elk Trail Court
Tower Boulevard

Also, the following street name has changed:

Bonnie Lane to Gerzevske Lane


Public Works will post "Class II Truck Route" signs at the beginning of each designated street, and "End Class II Truck Route" signs will be posted at county highways that are not designated, such as Schmale Road and St. Charles Road.

These changes will allow businesses to take advantage of larger deliveries, and hopefully to be able to reduce fuel consumption and costs.

Cc: Al Turner, Director of Public Works
James T. Knudsen, Director of Engineering Services
Rick Willing, Chief of Police

Village of Carol Stream
Interdepartmental Memo

TO: Mayor and Trustees

FROM: Joseph E. Breinig, Village Manager 

DATE: August 4, 2006

RE: Plat of Dedication and Annexation - Fair Oaks Road

In the course of reviewing the plat for the property recently acquired from the Forest Preserve of DuPage County it was determined that it needs to be amended to include annexation as well as dedication of right-of-way. The plat is currently being revised to include annexation. Staff recommends approval of the accompanying resolution subject to review and approval of the revised plat by the Village Attorney and Village Engineer. Approval subject to these conditions at the August 7 meeting will allow the Fair Oaks Road road project to continue moving forward.

JEB/td
Attachments

RESOLUTION NO.

**A RESOLUTION PERTAINING TO A
PLAT OF DEDICATION AND ANNEXATION FOR RIGHT-OF-WAY
(WEST SIDE OF FAIR OAKS ROAD FROM
ARMY TRAIL ROAD TO PLUM GROVE COURT)**

WHEREAS, the Village of Carol Stream has acquired property from the Forest Preserve District of DuPage County, and has prepared a plat that is attached as Exhibit "A", and

WHEREAS, the Village Engineer has reviewed said plat and recommends that the Plat of Dedication and Annexation for Public Right-of-Way on the west side of Fair Oaks Road from Army Trail Road to Plum Grove Court be accepted by the Village of Carol Stream.

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

SECTION 1: Approval is hereby given for a Plat of Dedication and Annexation for Right-of-Way on the west side of Fair Oaks Road from Army Trail Road to Plum Grove Court.

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

PASSED AND APPROVED THIS 7TH DAY OF AUGUST 2006.

AYES:

NAYS:

ABSENT:

Ross Ferraro, Mayor

ATTEST:

Janice Koester, Village Clerk

PLAT OF DEDICATION

For
Public Right-of-Way Purposes
over the following described property:



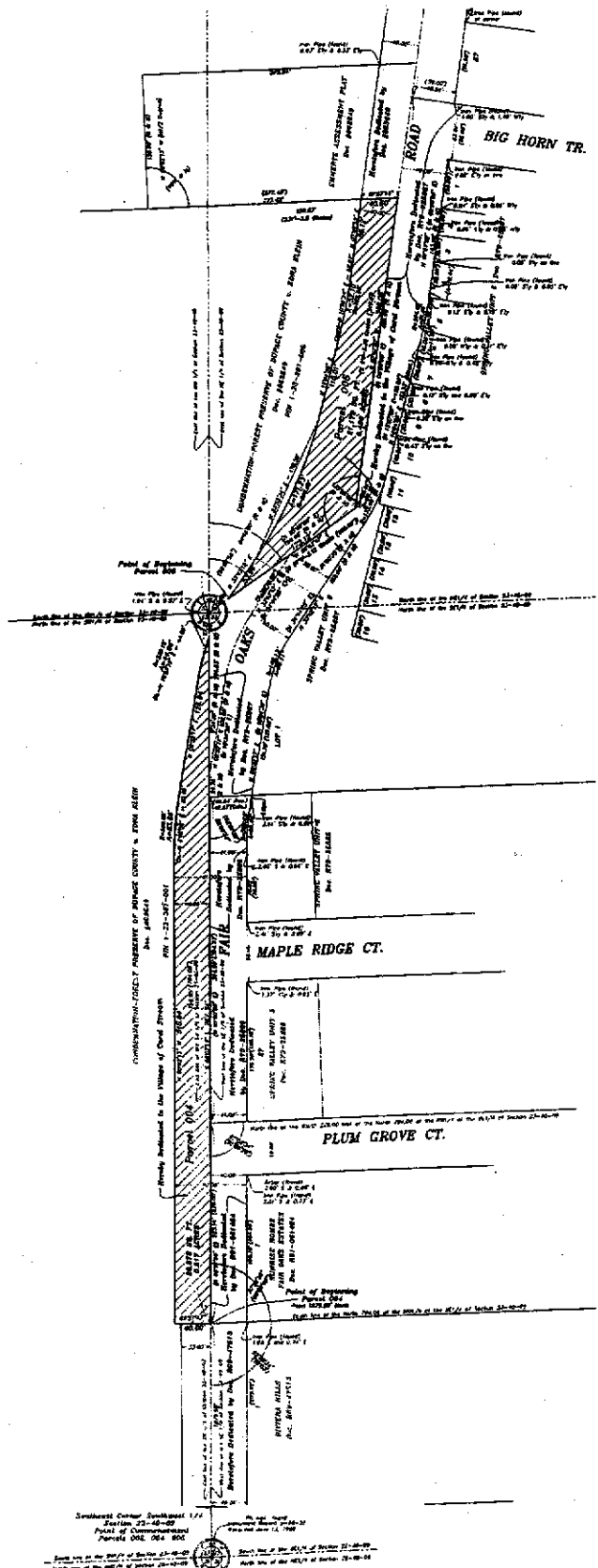
Parcel 004

That part of the East 1/2 of the Southwest Quarter of Section 23, Township 40 North, Range 8 East of the Third Principal Meridian bounded by a line described as follows, to wit: Commencing at the Southeast corner of the Southwest Quarter of said Section 23; thence North 02 Degrees 02 Minutes 13 Seconds West, on an assumed bearing, along the east line of the Southwest Quarter of said Section 23, a distance of 1,476.38 feet to a point of intersection with the south line of the north 794.05 feet of the Northwest Quarter of the Southwest Quarter of said Section 23; thence South 89 Degrees 47 Minutes 47 Seconds West, perpendicular to the aforementioned east line of the Southwest Quarter of said Section 23, a distance of 400.00 feet; thence North 02 Degrees 02 Minutes 15 Seconds West, along a line 400.00 feet west from and parallel with the east line of the Southwest Quarter of said Section 23, a distance of 676.64 feet; thence northwesterly along the arc of a curve right, tangent to the last described course, having a radius of 300.00 feet, an arc distance of 83.36 feet; thence North 8 Degrees 32 Minutes 17 Seconds East, tangent to the last described curve, 126.84 feet; thence northwesterly along the arc of a curve right, tangent to the last described course, having a radius of 250.12 feet, the chord of which bears North 12 Degrees 25 Minutes 12 Seconds East, 44.82 feet, on an arc distance of 64.96 feet to a point in the aforementioned east line of the Southwest Quarter of said Section 23; thence along the east line of Fair Oaks Road as previously dedicated by Document No. R79-02587, T78-25826, and R91-051484, thence South 02 Degrees 02 Minutes 13 Seconds East, along the east line of said Southwest Quarter, a distance of 787.24 feet to the point of beginning, all in DuPage County, Illinois.

Also together with

Parcel 005

That part of the Northeast Quarter of Section 23, Township 40 North, Range 8 East of the Third Principal Meridian bounded by a line described as follows, to wit: Commencing at the Southeast corner of the Southwest Quarter of said Section 23; thence North 02 Degrees 02 Minutes 13 Seconds West, on an assumed bearing, along the east line of the Southwest Quarter of said Section 23, a distance of 2874.24 feet to the center of said Section 23; thence North 24 Degrees 42 Minutes 47 Seconds East, along the northwesterly line of Fair Oaks Road, according to Document No. R79-02587, as aforementioned and occupied to the point of beginning; thence North 33 Degrees 42 Minutes 12 Seconds East, 51.95 feet; thence northwesterly along the arc of a curve left, tangent to the last described course, having a radius of 300.00 feet, the chord of which bears North 23 Degrees 33 Minutes 24 Seconds East, 170.01 feet, on an arc distance of 171.23 feet; thence North 14 Degrees 01 Minutes 58 Seconds East, tangent to the last described curve, 170.01 feet; thence northwesterly along the arc of a curve left, tangent to the last described course, having a radius of 478.00 feet, the chord of which bears North 10 Degrees 58 Minutes 24 Seconds East, 52.07 feet, on an arc distance of 32.10 feet; thence North 7 Degrees 47 Minutes 32 Seconds East, tangent to the last described curve, 25.12 feet to a point in the south line of Ermerets Assessment Plot recorded by Document No. 883642; thence North 27 Degrees 57 Minutes 14 Seconds East, along the westerly extension of the south line of said Ermerets Assessment Plot, 40.83 feet to a point in the east line of Fair Oaks Road as dedicated by Document No. R79-02587; thence South 7 Degrees 47 Minutes 32 Seconds West (South 8 Degrees 50 Minutes 00 Seconds West, reverse), along said east line of Fair Oaks Road, 348.08 feet; thence South 24 Degrees 42 Minutes 47 Seconds West (South 55 Degrees 42 Minutes 02 Seconds West, reverse), along the northwesterly line of said Fair Oaks Road, as dedicated by Document No. R79-02587, a distance of 172.12 feet to the point of beginning, all in DuPage County, Illinois.



State of Illinois }
County of DuPage } ss.
Declarations accepted and approved by the Village Board of the Village of Carol Stream, DuPage County, Illinois, at a meeting held this _____ day of _____ A.D. 2006.

Village Mayor _____
Village Clerk _____

State of Illinois } ss.
I, _____, Village Treasurer of the Village of Carol Stream, DuPage County, Illinois, do hereby certify that there are no delinquent or unpaid current or delinquent assessments or any other indebtedness shown that have been ascertained against the tract of land included in this plat.
Done at DuPage, DuPage County, Illinois, this _____ day of _____, 2006.

Village Treasurer _____

State of Illinois } ss.
This is to certify that the Survey of DuPage County, on Illinois side of Lead Contract and a Corporation, approved and issued under and by virtue of the terms of the State of Illinois, in the cover hereby issued, all described herein and contained in the said same is a plat or subdivision, for the use and purposes of Road Dedication, and that hereby acknowledged and effect the same under the title and No. DuPage, Illinois.
Witness our hands and seal this _____ day of _____, 2006.

DuPage County Fiscal Prerequisite
By: _____
Attest: _____

State of Illinois } ss.
I, _____, County Clerk of DuPage County, Illinois, do hereby certify that there are no delinquent general taxes, as assessed heretofore, on the premises hereunto set apart, any of the land included in the annexed plat.
Done under my hand and seal of DuPage County, Illinois, this _____ day of _____, 2006.

County Clerk _____

State of Illinois }
County of DuPage } ss.

SURVEY SYSTEMS OF AMERICA, INC., does hereby certify that a survey has been made under the direction of an Illinois Professional Land Surveyor, of the property described herein and that the plat herein drawn is a correct representation of said survey.
This professional service conforms to the current simple minimum standards for a boundary survey.

Dundee, Illinois, Dated this 29th day of June, A.D. 2006.

By: John A. Ernst



PREPARED BY:
SURVEY SYSTEMS OF AMERICA, INC.
PROFESSIONAL LAND SURVEYORS
703 S. Eighth St.
Dundee, Illinois 60118
Phone: (647) 428-5775
ORDER NO 063-1826.FPD_CS.PD

State of Illinois } ss.
This instrument No. _____ was filed for record in the Recorder's Office of DuPage County, Illinois, on the _____ day of _____ A.D. 2006, at _____ o'clock _____ M.
County Recorder _____

EXHIBIT A

Parcel 004

That part of the East 1/2 of the Southwest Quarter of Section 23, Township 40 North, Range 9 East of the Third Principal Meridian bounded by a line described as follows, to wit: Commencing at the Southeast corner of the Southwest Quarter of said Section 23; thence North 00 Degrees 02 Minutes 13 Seconds West, on an assumed bearing along the east line of the Southwest Quarter of said Section 23, a distance of 1,879.99 feet to a point of intersection with the south line of the north 794.06 feet of the Northwest Quarter of the Southeast Quarter of said Section 23; thence South 89 Degrees 57 Minutes 47 Seconds West, perpendicular to the aforementioned east line of the Southwest Quarter of said Section 23, a distance of 40.00 feet; thence North 00 Degrees 02 Minutes 13 Seconds West, along a line 40.00 feet west from and parallel with the east line of the Southwest Quarter of said Section 23, a distance of 515.84 feet; thence northeasterly along the arc of a curve right, tangent to the last described course, having a radius of 500.00 feet, an arc distance of 83.56 feet; thence North 9 Degrees 32 Minutes 17 Seconds East, tangent to the last described curve, 126.84 feet; thence northeasterly along the arc of a curve right, tangent to the last described course, having a radius of 220.15 feet, the chord of which bears North 15 Degrees 23 Minutes 19 Seconds East, 44.88 feet, an arc distance of 44.96 feet to a point in the aforementioned east line of the Southwest Quarter of said Section 23, also being the west line of Fair Oaks Road as previously dedicated by Document No.'s R79-25887, R79-25886, and R91-061484; thence South 00 Degrees 02 Minutes 13 Seconds East, along the east line of said Southwest Quarter, a distance of 767.34 feet to the point of beginning, all in DuPage County, Illinois.

Also together with

Parcel 005


That part of the Northeast Quarter of Section 23, Township 40 North, Range 9 East of the Third Principal Meridian bounded by a line described as follows, to wit; Commencing at the Southeast corner of the Southwest Quarter of said Section 23; thence North 00 Degrees 02 Minutes 13 Seconds West, on an assumed bearing, along the east line of the Southwest Quarter of said Section 23, a distance of 2674.54 feet to the center of said Section 23; thence North 54 Degrees 42 minutes 47 Seconds East, along the northwesterly line of Fair Oaks Road, according to Document No. R79-25887, as monumented and occupied, to the point of beginning; thence North 33 Degrees 42 Minutes 12 Seconds East, 53.96 feet; thence northeasterly along the arc of a curve left, tangent to the last described course, having a radius of 500.00 feet, the chord of which bears North 23 Degrees 53 Minutes 34 Seconds East, 170.39 feet, an arc distance of 171.23 feet; thence North 14 Degrees 04 Minutes 56 Seconds East, tangent to the last described curve, 110.01 feet; thence northeasterly along the arc of a curve left, tangent to the last described course, having a radius of 475.00 feet, the tangent of which bears North 10 Degrees 56 Minutes 24 Seconds East, 52.07 feet, an arc distance of 52.10 feet; thence North 7 Degrees 47 Minutes 52 Seconds East, tangent to the last described curve, 85.12

EXHIBIT

Page 1 of 2

feet to a point in the south line of Emmerts Assessment Plat recorded as Document No.863649, thence North 87 Degrees 57 Minutes 14 Seconds East, along the easterly extension of the south line of said Emmerts Assessment Plat, 40.63 feet to a point in the west line of Fair Oaks Road as dedicated by Document No. R79-025887; thence South 7 degrees 47 Minutes 52 Seconds West (South 8 Degrees 50 Minutes 05 Seconds West record), along said west line of Fair Oaks Road, 348.08 feet; thence South 54 Degrees 42 Minutes 47 Seconds West (South 55 Degrees 45 Minutes 00 Seconds West, record), along the northwesterly line of said Fair Oaks Road, as Dedicated by Document No.R79-025887, a distance of 172.12 feet to the point of beginning, all in DuPage County, Illinois.

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: William N. Cleveland, Assistant Village Engineer 
DATE: August 3, 2006
RE: Approval of Plat of Dedication and Annexation of Fair Oaks Road

In order to construct the improvement of Fair Oaks Road from Army Trail Road to Plum Grove Court, public right-of-way needed to be acquired from DuPage County Forest Preserve District. The Intergovernmental Agreement (IGA) and purchase price (\$47,500) have been approved.

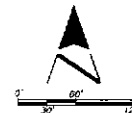
The Plat of Dedication includes property on the west side of Fair Oaks Road between Big Horn Trail to just south of Plum Grove Court. (See attached). Engineering staff therefore recommends that the Plat of Dedication for Fair Oaks Road be approved and accepted, and that the property be annexed to the Village of Carol Stream.

Cc: James T. Knudsen, Director of Engineering Services
Robert Glees, Community Development Director
Al Turner, Director of Public Works

Attachments

PLAT OF DEDICATION

For
Public Right-of-Way Purposes
over the following described property:



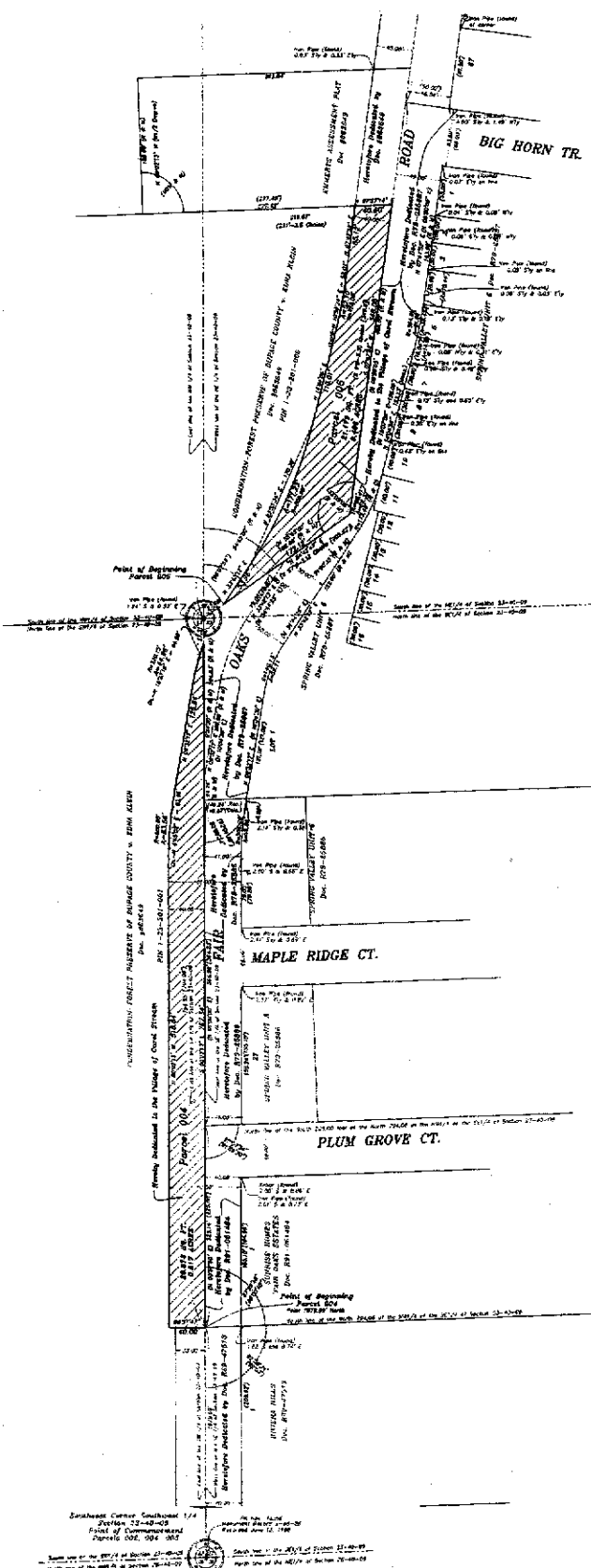
Parcel 004

That part of the East 1/2 of the Southwest Quarter of Section 25, Township 40 North, Range 9 East of the Third Principal Meridian bounded by a line described as follows, to wit: Commencing at the Southeast corner of the Southwest Quarter of said Section 25, thence North 00 Degrees 02 Minutes 13 Seconds West, on an assumed bearing, along the east line of the Southwest Quarter of said Section 25, a distance of 1,078.29 feet to a point of intersection with the south line of the north 794.06 feet of the Northeast Quarter of the Southwest Quarter of said Section 23, thence South 89 Degrees 57 Minutes 47 Seconds West, perpendicular to the aforementioned east line of the Southwest Quarter of said Section 25, a distance of 40.50 feet, thence North 00 Degrees 02 Minutes 13 Seconds West, along a line 40.00 feet west from and parallel with the west line of the Southwest Quarter of said Section 25, a distance of 255.84 feet, thence northwesterly along the arc of a curve right, tangent to the last described course, having a radius of 500.00 feet, an arc distance of 83.05 feet, thence North 8 Degrees 32 Minutes 17 Seconds East, tangent to the last described curve, 126.84 feet, thence northwesterly along the arc of a curve right, tangent to the last described course, having a radius of 220.15 feet, the chord of which bears North 15 Degrees 23 Minutes 19 Seconds East, 44.38 feet, an arc distance of 44.56 feet to a point in the aforementioned east line of the Southwest Quarter of said Section 23, also along the west line of Fair Oaks Road as previously dedicated by Document No. 879-25887, 879-25886, and 881-051486, thence South 00 Degrees 02 Minutes 13 Seconds East, along the east line of said Southwest Quarter, a distance of 797.54 feet to the point of beginning, in DuPage County, Illinois.

ties together with

Parcel 005

That part of the Northeast Quarter of Section 25, Township 40 North, Range 9 East of the Third Principal Meridian bounded by a line described as follows, to wit: Commencing at the Southeast corner of the Southwest Quarter of said Section 23, thence North 00 Degrees 02 Minutes 13 Seconds West, on an assumed bearing, along the east line of the Southwest Quarter of said Section 23, a distance of 2,674.54 feet to the center of said Section 23, thence North 54 Degrees 42 Minutes 47 Seconds East, along the easterly line of Fair Oaks Road, according to Document No. 879-25887, as instrumented and occupied, to the point of beginning, thence North 33 Degrees 42 Minutes 12 Seconds East, 55.96 feet, thence northwesterly along the arc of a curve left, tangent to the last described course, having a radius of 500.00 feet, the chord of which bears North 23 Degrees 31 Minutes 24 Seconds East, 176.38 feet, on an arc distance of 171.23 feet, thence North 14 Degrees 04 Minutes 56 Seconds East, tangent to the last described curve, 110.00 feet, thence northwesterly along the arc of a curve left, tangent to the last described course, having a radius of 470.00 feet, the tangent of which bears North 10 Degrees 36 Minutes 24 Seconds East, 32.07 feet, an arc distance of 52.10 feet, thence North 7 Degrees 47 Minutes 52 Seconds East, tangent to the last described curve, 25.12 feet to a point in the south line of Grout's Assessment Plat recorded as Document No. 863646, thence North 87 Degrees 57 Minutes 14 Seconds East, along the easterly extension of the south line of said Grout's Assessment Plat, 46.83 feet to a point in the west line of Fair Oaks Road as dedicated by Document No. 879-25887, thence South 7 Degrees 47 Minutes 52 Seconds West (South 8 Degrees 50 Minutes 05 Seconds West, record), along said west line of Fair Oaks Road, 348.08 feet, thence South 54 Degrees 42 Minutes 47 Seconds West (South 33 Degrees 45 Minutes 00 Seconds West, record), along the northwesterly line of said Fair Oaks Road, as dedicated by Document No. 879-25887, a distance of 172.12 feet to the point of beginning, in DuPage County, Illinois.



State of Illinois }
County of DuPage } ss.

I, _____, Village Mayor of the Village of Carol Stream, DuPage County, Illinois, do hereby certify that this is a true and correct copy of the original as recorded in the Office of the County Clerk of DuPage County, Illinois, on this _____ day of _____, A.D. 2006.

Village Mayor

Village Clerk

State of Illinois }
County of DuPage } ss.

I, _____, Village Treasurer of the Village of Carol Stream, do hereby certify that there are no delinquent or unpaid current or delinquent special assessments or any delinquent obligations thereof that have ever accumulated against the road or roads included in this plat.

Date of DuPage County Record: This _____ day of _____, 2006.

Village Treasurer

State of Illinois }
County of DuPage } ss.

This is to certify that the Forest Preserve of DuPage County, an Illinois Unit of Local Government, does hereby certify that there are no delinquent or unpaid current or delinquent special assessments or any delinquent obligations thereof that have ever accumulated against the road or roads included in this plat.

Date of DuPage County Record: This _____ day of _____, 2006.

By: _____

Attest: _____

State of Illinois }
County of DuPage } ss.

I, _____, County Clerk of DuPage County, Illinois, do hereby certify that there are no delinquent or unpaid current or delinquent special assessments or any delinquent obligations thereof that have ever accumulated against the road or roads included in this plat.

Date of DuPage County Record: This _____ day of _____, 2006.

County Clerk

State of Illinois }
County of Kaneb } ss.

SURVEY SYSTEMS OF AMERICA, INC., does hereby certify that a survey has been made under the direction of its Illinois Professional Land Surveyor, of the property described herein and that the plat hereon shown is a correct representation of said survey.

This professional service conforms to the current Illinois minimum standards for a boundary survey.

Duquess, Illinois, Dated this 29th day of June, A.D. 2006.



James A. Ernst
James A. Ernst
Professional Land Surveyor
No. 2746
State of Illinois
Expires 11/30/2006
P.L.S. No. 2746-00000000

PREPARED BY:
SURVEY SYSTEMS OF AMERICA, INC.
PROFESSIONAL LAND SURVEYORS
783 S. Eighth St.
Quincy, Illinois 62118
Phone: (617) 438-3775
ORDER NO. 063-1826.FPD_CS.PD

State of Illinois }
County of DuPage } ss.

This instrument No. _____ was filed for record in the Recorder's Office of DuPage County, Illinois, on the _____ day of _____, A.D. 2006, at _____ o'clock _____ M.

County Recorder

AGENDA ITEM

RESOLUTION NO. _____ I-2 8-7-06

RESOLUTION IN SUPPORT OF THE 2006 PARTIAL SPECIAL CENSUS

WHEREAS, the Village Board authorized funding in the FY06-07 Operating Budget to conduct a 2006 Partial Special Census of residential development constructed since the 2000 National Census; and

WHEREAS, on March 22, 2006, the Village signed a Memorandum of Understanding with the U.S. Department of Commerce - Bureau of the Census to formally schedule a partial Special Census of the following targeted new residential developments:

Belmont Village
Forest Glen Townhomes
Fountains of Town Center
Central Park Townhomes

The Estates of Windsor Park
Jason Court
Merbach Court
Tall Oaks Estates

WHEREAS, a total of 450 residential units inhabited by approximately 703 residents are targeted for enumeration which would increase state shared revenue to the community by an additional \$75,000 per year; and

WHEREAS, the additional revenue will increase the Village's share of general operating funds necessary to provide ongoing municipal services, and

WHEREAS, the Village has partnered with Community Consolidated School District 93 for the use of their former District Administrative Center on Old Gary Ave. in Bloomingdale for use as the office headquarters for the upcoming special Census scheduled to commence Tuesday, September 5, 2006; and

WHEREAS, the Village Manager's staff has been working closely with the Regional Census Office in recruiting candidates to sufficiently staff the partial special census of the Carol Stream community; and

WHEREAS, the Village Manager's staff has also established an outreach campaign termed '**In Carol Stream - Everyone Counts!**' to those living in the targeted enumeration districts to encourage their cooperation in working with enumerators assigned to survey their housing or rental unit; and

WHEREAS, the Village Manager's staff will seek the assistance of the local and regional print media outlets to further the themed information outreach campaign leading to the most accurate update of the Carol Stream population.

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

SECTION 1: The Village in partnership with both the U.S. Department of Commerce - Bureau of the Census and Community Consolidated School District 93 has developed a thoughtful plan of action that will lead to a successful partial Special Census.

SECTION 2: The Village fully agrees to the express terms in the attached Intergovernmental Agreement with Community Consolidated School District 93 for the use of their former District Administrative Center as well as for financial reimbursement for the detailed operating expenses necessary to establish the local special census headquarters.

SECTION 3: The Village staff has developed a project budget (attached) that will support the upcoming partial special census to include both the administrative function as well as the field operations component.

SECTION 4: The Village Manager is given full authority to expend funds and sign necessary agreements or contracts to advance the upcoming partial census of the community to its successful completion.

PASSED AND APPROVED THIS 7TH DAY OF AUGUST 2006.

AYES:

NAYS:

ABSENT:

Ross Ferraro, Mayor

ATTEST:

Janice Koester, Village Clerk

2006 Partial Special Census Intergovernmental Agreement Between The Village of Carol Stream & Community Consolidated School District 93

Agreement Parties: The Village of Carol Stream (lessee), hereinafter referred to as the Village & Community Consolidated School District 93 (lessor), hereinafter referred to as CCSD 93.

Legal Basis for Census Project: Under Title 13, Section 196 of the United States Code, the Village authorizes the U.S. Secretary of the Commerce to conduct a Partial Special Census for the purpose of updating the estimated population of the community. This agreement pertains to the Village funded Partial Special Census and its request for assistance from CCSD 93 with this important community building project.

Contractual Basis for Office Space Request: On March 31, 2006, the Village of Carol Stream entered into a Memorandum of Understanding with the U.S. Department of the Commerce, Bureau of the Census which requires the host government (the Village) to supply satisfactory office quarters equipped with telephones, office furniture, a photocopier, fax machine, locking file cabinets and the necessary security and confidentiality requirements as stipulated by the Census Bureau representative.

Census Office Location Exclusion: Because of the requirement that the special census office quarters be in a separate location from any law enforcement or any other investigative agency to best ensure the restricted access and safe keeping of the personal information gathered, the Village requests the following assistance from CCSD 93 in conducting a successful partial special census:

Census Office Headquarter Use Period & Terms: A proposed lease rate for the exclusive use of the former District Administrative Building located in Bloomingdale, Illinois at 4N570 Old Gary Avenue on or about Monday, August 28, 2006 through Friday, September 29, 2006 was formally waived by the Community Consolidated School District 93 Board at their August 3, 2006 general meeting.

Request for Extension: In the event the partial special census needs to continue beyond its anticipated September 29th completion date, the Village will notify the CCSD93 Superintendent in writing specifically requesting the additional time needed to complete the project.

Primary Project Expenses: Associated with the use of the former administrative headquarters, the Village agrees to post a \$5,000 cash deposit with CCSD93 for prompt payment of the following project expenses:

Locksmith for key duplication;

Temporary Hook Up of 3 direct phone lines;

Temporary Phone line for a facsimile machine;

11 tables and a sufficient number of chairs to accommodate both the office and field staff for the duration of the partial special census.

On-Site Equipment Storage: To this end, the Village requests permission to relocate and store on-site at the proposed Special Census Headquarters the following supplies and equipment during the partial special census:

- 2 Locked 4-Drawer file cabinets**
- 1 Photocopier**
- 1 Portable TV/VCR Unit**
- 1 Facsimile Machine**
- 1 Printing Calculator**
- 3 Telephones**

Incidental Expenses: The \$5,000 cash deposit includes \$ 1,000 (25%) of anticipated project costs to pay for any unanticipated Census-related project expenses to prepare the office headquarters for business and for any ongoing building maintenance expenses during the designated 5-week lease period beginning Monday, August 28, 2006.

Insurance: The Village, at its own expense will provide the District with a certificate of coverage for the designated 5-week lease period.

Post Project Building Condition: The Village will conduct a walk through of the building prior to occupancy to document its condition and use budgeted funds to make any necessary repairs upon project completion so the building is return in the same condition upon its vacancy.

Authorized Building Access: The Village requests specific permission from the District to allow the follow Village personnel access during the census project for the listed reasons:

Christopher Oakley, Village's Census Project Coordinator

Joseph Rupp, Bldg. Maintenance – office cleaning & equip./supply transport

Rick Lescher, Bldg. Maint. Supervisor–office cleaning & equip./supply transport

After Hours CCSD93 Emergency Contacts: In the event there is a need for emergency repairs and maintenance to the former District Administrative building either during or after hours (evenings & weekends) during its vacancy by the Census Bureau and their staff, the CCSD93 Custodial callout phone number is to be called.

Agreed to this 7th day of August, 2006 by:

Attested:

Date Signed:

Mayor of the Village of Carol Stream

Attested:

Date Signed:


President of Community Consolidated School Bd. 93

2006 Special Census Project Budget - ESTIMATED

	<u>Amount</u>	<u>Balance</u>
Board Approved Budget	\$ 100,000.00	
Census Bureau	\$ (62,217.00)	\$ 37,783.00
Enumerator Salaries	\$ (35,495.00)	\$ 2,288.00
Photocopier Expense	\$ (150.00)	\$ 2,138.00
Office Space Lease	\$ -	\$ 2,138.00
Telephone Expense	\$ (500.00)	\$ 1,638.00
Miscellaneous Expenses	(1000.00)	\$ 638.00

J-1 8-7-06

Village of Carol Stream
Interdepartmental Memo

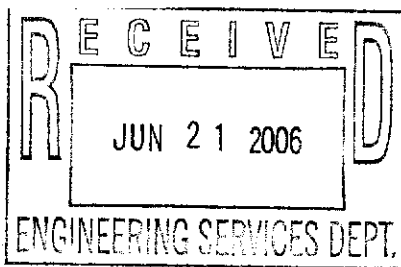
TO: Joseph Breinig, Village Manager
FROM: James T. Knudsen, Director of Engineering Services 
DATE: June 21, 2006
RE: Judith & Riviera Court Water Main Improvements -
Fee & Security Requirements

DuPage County has requested the Village waive the plan review and inspection fees for the above referenced project. See attached. Due to the unique circumstance involved with contaminated wells forcing residents to get Village water it is recommended the Village waive the normal plan review and inspection fees. These fees are estimated at \$10,000.00.

DuPage County has also requested that the Village waive the requirement to provide a \$10,000 Public Preservation Security Bond. This security is needed to protect the Village in case the contractor damages any of our existing infrastructure. Instead they propose to require the contractor name the Village as additionally insured and the contractor will post a performance security bond in the amount of 100% of the awarded contract. In addition DuPage County will not release this bond until all contract obligations have been met to the satisfaction of the Village.

Staff would also recommend the Village waive the preservation security requirement and in lieu they would perform the conditions as stated above.

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



DuPage County
ROBERT J. SCHILLERSTROM
COUNTY BOARD CHAIRMAN

DUPAGE COUNTY DEPARTMENT OF PUBLIC WORKS
Public Works Division

Tel: (630) 407-6800
Fax: (630) 407-6701

June 15, 2006

Mr. Jim Knudsen, P.E.
Village Engineer
Village of Carol Stream
500 North Gary Avenue
Carol Stream, IL 60188-1899

RE: Judith Court & Riviera Court Watermain Improvements
Development Security Requirements

Dear Jim:

As discussed in our recent conversation, the County of DuPage would like to formally request that all engineering review and inspection fees be waived for the Judith and Riviera Watermain Improvement Project. In addition, it is my understanding that the typical \$10,000 Public Preservation Security Bond requirement will be waived for this project. Instead, the County of DuPage will require that the selected contractor also name the Village of Carol Stream as an additional insured party. In addition, it should be understood that the County will be collecting a Performance Security Bond in the amount of 100% of the awarded contract. Our office will not release this bond until all contract obligations have been met to the satisfaction of the County of DuPage, the Village of Carol Stream and Wayne Township.

Please call me at (630) 407-6818 if you would like any additional information or have any questions.

Respectfully,

Nicholas W. Kottmeyer, P.E.
Chief Engineer

Cc: Christopher McClure, P.E. – Mackie Consultants, 9575 W. Higgins Road, Suite 500, Rosemont, IL 60018
Kenneth Zenisek – Regulatory Manager, DuPage County Public Works
Judith & Riviera Project File

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
A T & T								
	SRV JUN 17-JUL 16-POLICE	100.82	TELEPHONE	01.466.230		630R05095707		082 00032
	SRV JUN 17 - JUL 16	55.02	TELEPHONE	04.420.230		630Z86102907		082 00038
	SRV JUN 17-JUL 16	55.02	TELEPHONE	01.465.230		630Z99656407		082 00034
	SRV JUN 17-JUL 16	201.68	TELEPHONE	01.456.230		630540111207		082 00033
	SRV JUN 17- JUL 16	128.67	TELEPHONE	04.410.230		708Z06300607		082 00058
	SRV JUN 17- JUL 16	55.02	TELEPHONE	04.410.230		708Z86001307		082 00059
	SRV JUN 17- JUL 16	55.02	TELEPHONE	04.410.230		708Z86121207		082 00057
	SRV JUN 17- JUL 16	1,365.96	TELEPHONE	04.420.230		708Z86529807		082 00060
		2,017.21	*VENDOR TOTAL					
ABOU-OUF/CHRISTINE								
	REIMB-EXCEL LEVEL 1 CLS	179.00	TRAINING	01.461.223		REIMB/EXCEL		082 00101
ALLWAYS INC								
	FULL E-MAIL DAIL UP-AUG	10.95	DUES & SUBSCRIPTIONS	01.465.234		134578	460554 P	082 00089
AMER FIRST AID SERVICES								
	FIRST AID-VLG HALL/JULY	176.62	OPERATING SUPPLIES	01.465.317		001784	460470 P	082 00074
AMERICAN ADMINISTRATIVE								
	FLEX SPND-JULY 2006	200.10	EMPLOYEE SERVICES	01.459.273		8711		082 00031
ANCEL, GLINK, DIAMOND, BUSH								
	LEGL SRV FOR JUNE/06	31,567.43	LEGAL FEES	01.457.238		JULY 07,2006	000565 P	082 00022
B & F TECHNICAL CODE SER								
	PLUMBING INSP'S JUL 5-14	620.00	CONSULTANT	01.464.253		24151	463204 P	082 00075
BEST QUALITY CLEANING IN								
	CLEANING VLG HL-JUL/06	2,621.25	JANITORIAL SERVICES	01.468.276		22526	460546 P	082 00076
	CLEANING P/WKS-JUL/06	873.75	JANITORIAL SUPPLIES	01.467.276		22526	460546 P	082 00077
		3,495.00	*VENDOR TOTAL					

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
C S CITIZEN OF THE YEAR	ENGRAVED PLAQUES & PLATE	160.00	OFFICE SUPPLIES	01.452.314		PLAQUES, PLATES		082 00065
C S FIRE PROTECTION DIST	PERMITS-JULY 2006	3,356.50	DEPOSIT-FIRE DISTRICT PE	01.2416		DONATIONS-JUL		082 00102
	PERMITS-JUNE 2006	4,925.00	DEPOSIT-FIRE DISTRICT PE	01.2416		PERMITS-JUNE		082 00011
		8,281.50	*VENDOR TOTAL					
C S PARK DISTRICT	DONATIONS-JUNE 2006	16,907.58	DEPOSIT-PARK DIST DEV CO	01.2403		JUN06 DONATION		082 00010
	VLG PORTION-4TH JULY	10,000.00	MISC EVENTS/ACTIVITIES	01.475.291		01500	460595 P	082 00056
		26,907.58	*VENDOR TOTAL					
C S PUBLIC LIBRARY	DONATIONS-JUNE 2006	1,332.09	DEPOSIT-LIBRARY DEVEL CO	01.2401		JUN06 DONATION		082 00009
	PPRT COLLECT-JULY 06	20,153.22	PERSONAL PROPERTY REPLAC	01.310.102		PPRT-JULY 06		082 00012
		21,485.31	*VENDOR TOTAL					
CAROL STREAM CHAMBER COM	VLG CONTRIBUTION-2006	5,000.00	DUES & SUBSCRIPTIONS	01.452.234		VLG CONTRIB	460598 P	082 00062
CDBH PAMCS II	POST OFFR MED/DRG SCRIN	244.50	EMPLOYMENT PHYSICALS	01.459.225		68312		082 00026
CHRISTOPHER B BURKE ENGR	400 FULLERTON 5/28-6/24	1,168.00	CONSULTANT	01.462.253		60335	462273 P	082 00068
	MCKESSON SITE 5/28-6/24	3,453.00	CONSULTANT	01.462.253		60336	462273 P	082 00069
	FISCHER FRM PRO5/28-6/24	4,736.00	CONSULTANT	01.462.253		60337	462273 P	082 00070
	FAIR OAK IMPROV5/28-6/24	106.00	CONSULTANT	01.462.253		60338	462273 P	082 00071
	WTLND-FOREST GL5/28-6/24	686.50	CONSULTANT	01.462.253		60339	462273 P	082 00067
		10,149.50	*VENDOR TOTAL					
CLASSIC LANDSCAPE, LTD	NRTH, CO FRM, ARMY, GAR-MAY	10,125.00	PROPERTY MAINTENANCE	01.467.272		28935	460430 P	082 00072

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
CLASSIC LANDSCAPE, LTD	MOWING LIES RD-MAY	1,700.00	PROPERTY MAINTENANCE	01.467.272		28936	460430	P 082 00073
		11,825.00	*VENDOR TOTAL					
COMM CONSOLIDATED SCHOOL	DONATIONS-JUNE 2006	6,210.00	DEPOSIT-SCHOOL #93 CASH/	01.2411		JUN06 DONATION		082 00008
COMMONWEALTH EDISON CO	SRV FOR 6/19 - 7/20	72.14	ELECTRICITY	06.432.248		0030086009		082 00051
	SRV 6/19 - 7/19	602.00	ELECTRICITY	04.410.248		0793651000		082 00048
	SRV 6/19 - 7/19	5,189.56	ELECTRICITY	04.420.248		0793651000		082 00049
	SRV 6/19 -7/20	185.89	ELECTRICITY	01.467.248		0803155026		119 00004
	SERV 6/8 - 7/11	39.55	ELECTRICITY	06.432.248		1083101009		081 00001
	SRV 6/19 -7/20	105.48	ELECTRICITY	06.432.248		1353117013		119 00003
	SRV FOR 6/19-7/21	168.18	ELECTRICITY	01.467.248		1865134015		119 00001
	SRV FOR 6/19 - 7/20	89.48	ELECTRICITY	06.432.248		3153036011		082 00045
	SRV 6/19 -7/20	171.71	ELECTRICITY	01.467.248		4483019016		119 00005
	SRV FRM 6/20 - 7/20	1,826.85	ELECTRICITY	06.432.248		4863004008		082 00053
	SRV FOR 6/21 -7/24	13.40	ELECTRICITY	01.467.248		5838596003		082 00083
	SRV FOR 6/16 - 7/19	137.17	ELECTRICITY	01.467.248		6337409002		082 00047
	SRV 6/19 -7/20	90.40	ELECTRICITY	06.432.248		6597112015		119 00006
	SRV 6/19 - 7/20	108.76	ELECTRICITY	01.468.248		6675448009		082 00088
	SRV FOR 6/8 - 7/11	344.98	ELECTRICITY	01.467.248		6827721000		082 00025
	SRV FOR 6/26-7/26	141.55	ELECTRICITY	06.432.248		7139030002		082 00099
		9,287.10	*VENDOR TOTAL					
COUNTY COURT REPORTERS I	PUBLIC HEAR MIN-JUL 10	195.00	COURT RECORDER FEES	01.453.241		089454		082 00036
DAILY HERALD	REPAINT BID PUBLIC NOTIC	33.67	PRINTED MATERIALS	01.462.315		T3778235		082 00013
	ROADWAY IMPROV PUBL NOT	103.74	PRINTED MATERIALS	01.462.315		T3781217		082 00014
		137.41	*VENDOR TOTAL					

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
DU-COMM								
	BATTERIES - POLICE	366.60	OPERATING SUPPLIES	01.466.317		13133		082 00108
	QTRLY SHR AUG - OCT	130,976.00	GENERAL COMMUNICATIONS	01.466.245		13150	466536	P 082 00105
		131,342.60	*VENDOR TOTAL					
DUPAGE COUNTY								
	GIS FEES-JUNE/ENGR DEPT	225.00	GIS SYSTEM	01.462.257		2350		082 00019
	GIS FEES-JUNE/BLDG DEPT	225.00	GIS SYSTEM	01.463.257		2350		082 00020
		450.00	*VENDOR TOTAL					
DUPAGE COUNTY ANIMAL CON								
	ANIMAL CONTROL-JUNE	440.00	ANIMAL CONTROL	01.466.249		130-12619		082 00055
DUPAGE COUNTY RECORDER								
	RECORDING FEES-VLG CLRK	114.00	RECORDING FEES	01.458.233		0032	000438	P 082 00001
	RECORDING FEES-VLG CLRK	21.00	RECORDING FEES	01.458.233		0035	000438	P 082 00002
		135.00	*VENDOR TOTAL					
DUPAGE COUNTY TREASURER								
	DATA PROC-JUNE	250.00	DATA PROCESSING	01.466.247		2311		082 00054
EARTH INC								
	BLACK DIRT	78.00	OPERATING SUPPLIES	01.467.317		31334		082 00082
EXAMINER PUBLICATIONS IN								
	AD-BIKE PTH DEDICATION	160.00	MISC EVENTS/ACTIVITIES	01.475.291		10121586		082 00028
FEDEX								
	INV SUMM JUL 12, 2006	64.06	POSTAGE	01.465.229		1-112-55911	460545	P 082 00004
	INV SUMMARY JUL 19	59.52	POSTAGE	01.465.229		1-125-50192	460545	P 082 00080
	INV SUMMARY JUL 26	54.56	POSTAGE	01.465.229		1-138-53614	460545	P 082 00087
		178.14	*VENDOR TOTAL					
FIRE INVESTIGATORS STRIK								
	MEMB DUES-ED SAILER	60.00	DUES & SUBSCRIPTIONS	01.466.234		6/06-5/07		082 00086

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
GLENBARD HI SCHOOL #87	DONATIONS-JUNE 2006	1,582.74	DEPOSIT-SCHOOL #87 CASH/	01.2408		JUN06 DONATION		082 00007
HR SIMPLIFIED	COBRA ADMIN-JUNE 2006	50.00	EMPLOYEE SERVICES	01.459.273		16484		082 00103
IL G P O A	AD FOR IS COORDINATOR	225.00	PERSONNEL HIRING	01.459.228		1123		082 00015
IL I A A I	REG-SAILER, MILLER/TIAAI	430.00	TRAINING	01.466.223		9/11/2006		082 00090
IL SECRETARY OF STATE	3 TITLES/PLTS #660,61,62	219.00	AUTO MAINTENANCE & REPAI	01.466.212		660,61,62	467385 P	082 00093
ILL DEPT OF TRANSPORTATI	LIES RD BIKE PATH	67,302.05	ROADWAY CAPITAL IMPROVEM	11.474.486		100772	462269 P	082 00111
INTN'L ASSOC FOR ID	ZOCHERT, LOVERDE, LALLY	450.00	TRAINING	01.466.223		APPL FEE		082 00063
ITRON INC	MAINT HANDHELDS-W&S	517.24	UTILITY BILL PROCESSING	04.420.221		305095 2A	000450 P	082 00005
	MAINT HANDHELDS-W&S	517.25	UTILITY BILL PROCESSING	04.410.221		305095 2A	000450 P	082 00006
		1,034.49	*VENDOR TOTAL					
J P MORGAN TRUST COMPANY	ANNL BANK FEE	300.00	CONTINGENCY	04.420.499		20060594309		082 00027
KANSAS STATE BANK	VOICE LOGGER-SEPT/06	253.00	OFFICE EQUIPMENT MAINTEN	01.466.226		3338459	466528 P	082 00078
KNOLL INC	DESK FOR ADM	337.59	SMALL EQUIPMENT EXPENSE	01.465.350		2115150	000569 P	082 00023

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
KONICA MINOLTA BUSINESS	SRVR CONTR 7/06-7/07	605.00	OFFICE EQUIPMENT MAINTEN	01.461.226		205822921		082 00091
LAIDLAW EDUCATION SERVIC	BUSES-JUL 4TH TWN CTR	2,196.80	MISC EVENTS/ACTIVITIES	01.475.291		188-C-010722		082 00041
LANDMARK FORD INC	1-CRWN VICTORIA-POLICE	19,796.00	VEHICLES	01.466.415		UNIT 663	466535 P	081 00002
MAJOR CRIMES TASK FORCE	MCTF ASSESSMENT	500.00	INVESTIGATION FUND	01.466.330		7/18/2006		082 00039
MORONI & HANDLEY PTNSHP	LEGAL SERV'S-JUNE	2,250.00	LEGAL FEES-PROSECUTION	01.457.235		7/18/06	460553 P	082 00079
MUNICIPAL CLERKS OF ILLI	MEMB DUES 10/06-9/07	77.00	DUES & SUBSCRIPTIONS	01.458.234		KOESTER, PROGAR		082 00100
N I M E C	ANNL MEMB-2006	100.00	DUES & SUBSCRIPTIONS	01.465.234		706		082 00040
O M I (OPER MNINC INTN'L	WRC MAINT AGR-AUG/06	116,433.75	OMI CONTRACT	04.410.262		35935	000290 P	082 00021
OAKLEY/CHRISTOPHER	SISTER CITIES, 2006 CONF	398.04	SISTER CITIES	01.452.285		7/13-16		082 00066
PLOTE CONSTRUCTION INC	2006 FLEX PAVEMNT PROJ	51,228.05	STREET RESURFACING	06.432.470		60120.06	462270 P	082 00109
	2006 FLEX PAVEMNT PROJ	2,561.40CR	RETAINAGE - PLOTE 2006	06.2633		60120.06	462270 P	082 00110
		48,666.65	*VENDOR TOTAL					
PROFILE GRAPHICS INC	06 SUMMER NWSLTR	3,661.79	PUBLIC NOTICES/INFORMATI	01.452.240		7300	000486 P	082 00018

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
PTR	REMOVAL OF VARIOUS TREES	925.00	TREE MAINTENANCE	01.467.268		7/12/2006		082 00017
PUBLIC SECTOR PERSONNEL	FINAL PYMNT-PLAN REVW	1,000.00	CONSULTANT	01.459.253		1092	459153 P	082 00037
QUALITY CONCRETE LIFTING	MUD JACKING	960.00	PROPERTY MAINTENANCE	01.467.272		JUNE 20		082 00104
ROYALE HOUSE	TOWN CTR BRICKS	229.50	BRICKS	01.475.302		4537		082 00106
	TWN CTR BRICKS	185.60	BRICKS	01.475.302		4626	460581 P	082 00081
		415.10	*VENDOR TOTAL					
SCIFERT/KYLE	REIMB BOOKS-CASES PUBLIC	177.50	TRAINING	01.466.223		BOOKS-CLASS		082 00044
SEGAL COMPANY/THE	BENEFIT PLAN REVIEW	8,000.00	CONSULTANT	01.459.253		3011029	461434 P	082 00084
SEILER INSTRUMENT & MFG	GPS ANALYST-ENGR DEPT	1,121.00	SOFTWARE MAINTENANCE	01.462.255		INV-187967	462274 P	082 00035
SISTER CITIES (IL STATE	DUES 2006/07 OAKLEY	30.00	SISTER CITIES	01.452.285		06/07 OAKLEY		082 00107
TAUTGES / JOHN	STONE	254.97	CA-6	06.432.347		177		082 00042
	DEBRIS HAULED OUT	695.00	HAULING	01.467.265		180		082 00043
		949.97	*VENDOR TOTAL					
TESTING SERVICE CORP	TESTING 2006 PAVEMNT	1,071.75	ROADWAY CAPITAL IMPROVEM	11.474.486		IN060078	462266 P	082 00003

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
THIRD MILLENIUM ASSOC IN								
	FIREWORKS DONATION BX	75.00	MISC EVENTS/ACTIVITIES	01.475.291		6646	461442	P 082 00094
	WTR NOTICES JULY	1,137.01	UTILITY BILL PROCESSING	04.410.221		6646	461442	P 082 00095
	WTR NOTICES JULY	1,137.02	UTILITY BILL PROCESSING	04.420.221		6646	461442	P 082 00096
	E-PAY - JULY	225.00	UTILITY BILL PROCESSING	04.420.221		6661	461441	P 082 00097
	E-PAY - JULY	225.00	UTILITY BILL PROCESSING	04.410.221		6661	461441	P 082 00098
		2,799.03	*VENDOR TOTAL					
TRANS UNION LLC								
	INVESTIGATION FUND	84.07	INVESTIGATION FUND	01.466.330		06601306		082 00064
TRANSYSTEMS CORP								
	PHASE 3 LIES RD BIKEWAY	23,080.39	ROADWAY CAPITAL IMPROVEM	11.474.486		5(900195)	462253	P 082 00092
TRI-R SYSTEMS INC								
	REPR-FLOW MTR/KUHN RD	285.00	MAINTENANCE & REPAIR	04.420.244		002162		082 00029
U S CONFERENCE OF MAYORS								
	2007 DUES-R FERRARO	3,288.00	DUES & SUBSCRIPTIONS	01.452.234		30942	000590	P 082 00024
VILLAGE OF CAROL STREAM-								
	SERV FOR MAY THRU JUL	1,867.82	HEATING GAS	01.468.277		900-0040		082 00085
WELLS/DIANE								
	MEALS PR DIEM ST PAUL,MN	354.00	TRAINING	01.466.223		8/13-19		119 00002
WHEATON TROPHY & ENGRAVE								
	J MORTON-RESOLUTION	71.70	EMPLOYEE RECOGNITION	01.452.242		206268		082 00016

Schedule of Bills

VENDOR NAME							
DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
REPORT TOTALS:	584,592.18						

RECORDS PRINTED - 000114

Schedule of Bills

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
01	GENERAL CORPORATE FUND	313,622.40
04	WATER & SEWER O/M FUND	128,228.52
06	MOTOR FUEL TAX FUND	51,287.07
11	CAPITAL IMPROVEMENT FUND	91,454.19
TOTAL ALL FUNDS		584,592.18

BANK RECAP:

BANK	NAME	DISBURSEMENTS
OBB	OAK BROOK BANK	584,592.18
TOTAL ALL BANKS		584,592.18

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

DATE APPROVED BY

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ADDENDUM WARRANTS
July 18, 2006 thru August 7, 2006

Fund	Check #	Vendor	Description	Amount
General	A C H	Oak Brook Bank	Payroll July 03, 2006 - July 16, 2006	444,171.37
Water & Sewer	A C H	Oak Brook Bank	Payroll July 03, 2006 - July 16, 2006	34,720.74
Water & Sewer	A C H	Oak Brook Bank	Dupage Water Commission -June 2006	183,964.99
				<u>662,857.10</u>

Approved this _____ day of _____, 2006

By: _____
 Ross Ferraro - Mayor

 Janice Koester, Village Clerk

 Anthony Manzullo - Village Treasurer