

Village of Carol Stream

BOARD MEETING

AGENDA

SEPTEMBER 18, 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 September 5, 2006 Meeting.

C. AUDIENCE PARTICIPATION & PUBLIC HEARINGS:

1. Resolutions 2204-2209 Recognizing 2006 Community Pride Award Recipients.
2. Resolutions 2210-2219 Commending the Village of Carol Stream Storm Water Advisory Committee (SWAC).
3. Public Hearing: Amendment to an Annexation Agreement.
4. Presentation by American Legion Post 76.
5. Proclamation: Declaring September Prostate Cancer Awareness Month in the Village of Carol Stream.
6. Proclamation: Declaring Monday, September 25, 2006 Family Day – A Day to Eat Dinner With Your Children.

D. SELECTION OF CONSENT AGENDA:

E. BOARD AND COMMISSION REPORTS:

1. PLAN COMMISSION:

- a. #06202 – Carol Stream Public Library – 2N540 Kuhn Road
Special Use – Public service or Governmental Use

RECOMMENDED APPROVAL WITH CONDITIONS (5-0).

The Library acquired the Kammes property in 2003 and wishes to use it two to four times per year for special events.

- b. #06229 – Village of Carol Stream – 500 N. Gary Avenue
Text Amendment – Zoning Code

RECOMMENDED APPROVAL (5-0).

In view of the Emerald Ash Borer situation, the Public Works Department has taken Ash trees off of the approved parkway trees list.

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the proposed text amendment would follow up by adding Ash trees to the list of prohibited trees for developers (Subdivision Code and deleting Ash trees from the list of plants approved for use within the Gary Avenue and North Avenue Corridors (Zoning Code).

F. OLD BUSINESS:

G. STAFF REPORTS & RECOMMENDATIONS:

1. Award of Contract for Professional Engineering Services – Southwest Area Water & Sanitary Sewer Infrastructure Study.
This item is a recommendation to award a contract to the RJN Group in an amount not to exceed \$41,515 for the Southwest Area Water and Sanitary Sewer Infrastructure Study.
2. Approve the Application and Consent to Rules – Carol Stream Water Service User form and to Authorize staff to Order Potable Water Service to Judith and Riviera Courts.
This item is a recommendation to approve the Application and consent to Rules form and to authorize staff to offer potable water service for the 36 lots on Judith and Riviera Courts.
3. Storm Water Management Program Development & Funding Study.
This item is a report on the Storm Water Management Program Development & Funding Study.
4. Award of Contract and Request to Waive Bids – 2006 Rejuvenation Project.
This item is a recommendation to award the 2006 Rejuvenation Project to Midwest Tar Sealer company at the contract unit prices and to waive formal bid requirements.

H. ORDINANCES:

1. Ordinance No. _____, Authorizing the Sale by Public Auction of Personal Property Owned by the Village of Carol Stream. *Vehicles to be auctioned at DuPage Mayors and Managers Auction at Cypress Cove Family Aquatic Center on October 14, 2006.*
2. Ordinance No. _____, Authorizing a Second Agreement to an Annexation Agreement Between the County of DuPage, the Village of

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Carol Stream, Ridge Realty and Waste Management of Illinois, Inc. – Intermediate Processing Facility (11 Acres, 550 Center Avenue).
The ordinance recommends approval of a second amendment to the annexation that clarifies the calculation of the annual host community benefit payment to the Village to include both the materials processed on site as well as those transferred in bulk to the WMI Grayslake facility for end market processing.

3. Ordinance No. _____, Granting a Special use for Public Service or Governmental Uses (480 S. Kuhn Road).
See E1a.
4. Ordinance No. _____, Amending Chapter 7 of the Subdivision Code and Chapter 16 of the Zoning Code of the Village of Carol Stream.
See E1b.

I. RESOLUTIONS:

1. Resolution No. _____, Declaring Surplus Property Owned by the Village of Carol Stream. *This resolution authorizes the trade-in of an old lawn mower on the purchase of a new one.*
2. Resolution No. _____, Authorizing a Village Employee to Represent the Village of Carol Stream at the DuPage Mayors and Managers Vehicle and Equipment Auction to be Held on October 14, 2006.
3. Resolution No. _____, Authorizing the Mayor to Execute an Agreement for the Purchase of Electric Utility Service.
This resolution will allow the Mayor to enter into an agreement to purchase electricity with the lowest bidder effective January 2007.
4. Resolution No _____, Approving an Intergovernmental Agreement with the DuPage Water Commission Concerning the Implementation of Water Service to Judith and Riviera Courts in Unincorporated DuPage County.
This item is a recommendation to approve an IGA between the Village and DuPage Water Commission for a loan not to exceed \$656,000 for water main improvements for Judith and Riviera Courts.
5. Resolution No. _____, Approving an Intergovernmental Agreement between the County of DuPage, Illinois and the Village of

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Carol Stream in connection with the Supplying Water to Judith and Riviera Courts.

This item is a recommendation to approve an IGA between the Village and DuPage County for the construction and repayment of the DuPage Water Commission loan for water main improvements for Judith and Riviera Courts.

6. Resolution No. _____, Accepting the Transfer of Public Watermain Improvements from DuPage County (Judith & Riviera Courts). *This item is a recommendation to accept the transfer of public water main improvements from DuPage county to the Village on Judith and Riviera Court.*
7. Resolution No. _____, Accepting a Transfer of Public Watermain Easements from DuPage County (Judith & Riviera Courts). *This item is a recommendation to accept the transfer of three public water main easements from DuPage county to the Village on Judith and Riviera Courts.*

J. NEW BUSINESS:

1. Request by Outreach Community Center for Waiver of Fee for Amplification Permit.

K. PAYMENT OF BILLS:

1. Regular Bills:
2. Addendum Warrant:

L. REPORT OF OFFICERS:

1. Mayor:
2. Trustees:
3. Clerk:
4. Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month End August 31, 2006.

M. EXECUTIVE SESSION:

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N. ADJOURNMENT:

LAST ORDINANCE: 2006-09-52

LAST RESOLUTION: 2203

NEXT ORDINANCE: 2006-09-53

NEXT RESOLUTION: 2204

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

September 5, 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 McCarthy, Gieser, Saverino, Stubbs & Shanahan
- Absent: Trustee Fenner
- Also Present: Village Manager Breinig, Assistant Village Manager Mellor, Attorney Kling, Village Treasurer Manzzullo, Village Clerk Koester and Deputy Clerk Progar

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

MINUTES:

Trustee McCarthy moved and Trustee Stubbs made the second to approve the Minutes of the Meeting of August 21, 2006 as presented. The results of the roll call vote were:

- Ayes: 4 Trustees McCarthy, Gieser, Saverino & Stubbs
- Nays: 0
- Abstain: 1 Trustee Shanahan
- Absent: 1 Trustee Fenner

AUDIENCE PARTICIPATION AND PUBLIC HEARINGS:

PUBLIC HEARING: WHEATON BIBLE CHURCH: PRE-ANNEXATION AGREEMENT

Trustee Shanahan moved and Trustee Gieser made the second to open the public hearing. The results of the roll call vote were:

- Ayes: 5 Trustees McCarthy, Gieser, Saverino, Stubbs & Shanahan
- Nays: 0
- Absent: 1 Trustee Fenner

Mr. Breinig confirmed that the Statute required public notice for this hearing was published in the Daily Herald.

Tracy Kasson, representing Wheaton Bible Church said that they are seeking to connect to the sewer and water system and in order to do that must agree to a pre-annexation agreement even though the property is not yet contiguous to the Village at this time. The agreement would provide what would happen when the property would become contiguous. At that time they are seeking rezoning to B-4 together with the conditional use for a Regional Religious Institution at the time of contiguity. The proposed special use in the annexation agreement would mirror what was approved by the County for their special use in 2000. He said that at some time in the future there would be one parking deck, not exceed 88,2000 sf and that since the hearing at the Plan Commission, several things have been removed from their application, such as removing a proposed second parking deck, and an outdoor stage or amphitheater. The plan has been revised to mirror what was approved in the County. They have agreed to do several things in addition to what is required by the County such as dedicate an additional ten feet along

Morton Road (about ¼ acre) to the Village upon annexation since right now there is a 30 ft. dedicated right of way from the center line of Morton Road to the edge of pavement. They have also agreed, after annexation, to add curb, gutter, street lighting and storm sewer along Morton Road. Lastly, they will grant public easements to the Village (after annexation) along Morton Road and an easement that would meander through the property and ultimately connect to McCaslin Park.

At the call for public hearing, Laura Gebetz 27W537 Timber Lane asked if the zoning upon annexation is the same as the County gave the property and Mr. Breinig said that the R-4 zoning is consistent with the Regional Church zoning similar to what was granted to Wheaton Christian Center and it only affects this particular property after annexation.

In response to the question by Trustee Stubbs it was stated that Christianity Today is out of picture in the development of this property and that traffic matters will be the responsibility of the DuPage County Sheriff Department.

Trustee Shanahan commented that any development of this property has always been dependent upon water and sewer provided by the Village. He gave a brief history of proposed uses for this property and commented that this will probably never be contiguous to the Village.

Trustee McCarthy commented that the Church should remember that residents in the area are their neighbors and that they were there first and he encouraged that treat them respectfully.

Trustee Shanahan asked if they will put a traffic light on North Avenue and Morton Road and was told that when traffic warrants are met, it would be in their best interest to have a traffic light.

Trustee Stubbs moved and Trustee Saverino made the second to close the public hearing. The results of the roll call vote were:

Ayes:	5	Trustees McCarthy, Gieser, Saverino, Stubbs & Shanahan
Nays:	0	
Absent:	1	Trustee Fenner

CONSENT AGENDA:

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

Ayes:	5	Trustees McCarthy, Gieser, Saverino, Stubbs & Shanahan
Nays:	0	
Absent:	1	Trustee Fenner

1. Rezone – R-1 to I-Industrial-211-231 E. St. Charles Rd. – **Ord. 2006-09-42**
2. Spec. Use – Auto Service Station-211 E. St. Charles Rd. **Ord. 2006-09-43**
3. Spec. Use – Auto Service Station-215-219 E. St. Chas. Rd. – **Ord. 2006-09-44**
4. Spec. Use – Garages/parking for vehicles not incidental to permitted use & equip. and machinery rentals – 227 E. St. Charles Rd. – **Ord. 2006-09-45**
5. Spec. Use – Garages & parking lot not incidental to permitted use-229 E. St. Chas. Rd. – **Ord. 2006-09-46**
6. Spec. Use – Contractor’s Office & shops–231 E. St. Chas. Rd. –**Ord. 2006-09-47**
7. Spec. Use–Outdoor Activities/Operations–211-231 E.St. Chas.–**Ord. 2006-09-48**
8. **Ord. 2006-09-49** – Amend. Chap. 16 – Zoning Code- Text Amend – WCC
9. **Ord. 2006-09-50** – Grant amend. to Spec, Use- elementary school & Furn. Sales
10. Final acceptance & payout- 2005/06 pavement rejuvenator project
11. Accept land donation of 1.03 acre wetland-Lot 2 Elk Trail Resubdivision

12. Approve Telecommunications Service Provider- PRIME Circuits- for new phones
13. **Ord. 2006-09-51:** Rezone R-1 to B-4 (upon annexation) NWC Morton & North
14. **Ord. 2006-09-52:** Authorize Execution of (Pre) Annexation Agreement-WBC
15. **Res. 2201:** Declare Surplus Prop. Owned by Village-gauge/security box
16. **Res. 2202:** Accept grant of public utility easement
17. **Res. 2203:** Approve final plat of subdivision- Easton Park
18. Regular Bills, Addendum Warrant of bills

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

Rezone – R-1 to I-Industrial-211-231 E. St. Charles Rd. – Ord. 2006-09-42:

At their meeting on August 28, 2006, the Combined Plan Commission/Zoning Board of Appeals recommended approval of the request to rezone 211 to 231 E. St. Charles Road from R-1 to I-Industrial in accordance with staff recommendations. The Board concurred with the recommendation and adopted Ordinance 2006-09-42, AN ORDINANCE REZONING PROPERTY FROM R—1 ONE FAMILY RESIDENCE DISTRICT TO I INDUSTRIAL DISTRICT (211-231 E. ST. CHARLES ROAD).

Spec. Use – Auto Service Station-211 E. St. Charles Rd. Ord. 2006-09-43:

At their meeting on August 28, 2006, the Combined Plan Commission/Zoning Board of Appeals recommended approval of the request to grant a Special Use for an Auto Service Station (211 E. St. Charles Road) in accordance with staff recommendations. The Board concurred with the recommendation and adopted Ordinance 2006-09-43, AN ORDINANCE GRANTING A SPECIAL USE FOR AN AUTO SERVICE STATION (211 E. ST. CHARLES ROAD).

Spec. Use – Auto Service Station-215-219 E. St. Chas. Rd. – Ord. 2006-09-44:

At their meeting on August 28, 2006, the Combined Plan Commission/Zoning Board of Appeals recommended approval of the request to grant a Special Use for an Auto Service Station (215-219 E. St. Charles Road) in accordance with staff recommendations. The Board concurred with the recommendation and adopted Ordinance 2006-09-43, AN ORDINANCE GRANTING A SPECIAL USE FOR AN AUTO SERVICE STATION (215-219 E. ST. CHARLES ROAD).

Spec. Use – Garages/parking for vehicles not incidental to permitted use & equip. and machinery rentals – 227 E. St. Charles Rd. – Ord. 2006-09-45:

At their meeting on August 28, 2006, the Combined Plan Commission/Zoning Board of Appeals recommended approval of the request to grant a Special Use for Garages and Parking Lots for Motor Vehicles Not Incidental to a Permitted Use and For Equipment and Machinery Rental Operations (227 E. St. Charles Road). The Board concurred with the recommendation and adopted Ordinance 2006-090 45, AN ORDINANCE GRANTING A SPECIAL USE FOR GARAGES AND PARKING LOTS FOR MOTOR VEHICLES NOT INCIDENTAL TO A PERMITTED USE AND FOR EQUIPMENT AND MACHINERY RENTAL OPERATIONS (227 E. ST. CHARLES ROAD).

Spec. Use – Garages & parking lot not incidental to permitted use-229 E. St. Chas. Rd. – Ord. 2006-09-46:

At their meeting on August 28, 2006, the Combined Plan Commission/Zoning Board of Appeals recommended approval of the request to grant a Special Use for Garages and Parking Lots for Motor Vehicles Not Incidental to a Permitted Use (229 E. St. Charles Road). The Board concurred with the recommendation and adopted Ordinance 2006-09-46, AN ORDINANCE

GRANTING A SPECIAL USE FOR GARAGES AND PARKING LOTS FOR MOTOR VEHICLES NOT INCIDENTAL TO A PERMITTED USE (229 E. ST. CHARLES ROAD).

Spec. Use – Contractor’s Office & shops–231 E. St. Chas. Rd. – Ord. 2006-09-47:

At their meeting on August 28, 2006, the Combined Plan Commission/Zoning Board of Appeals recommended approval of the request to grant a Special Use for a contractor’s office and shops (231 E. St. Charles Road). The Board concurred with the recommendation and adopted Ordinance 2006-09-47, AN ORDINANCE GRANTING A SPECIAL USE FOR A CONTRACTOR’S OFFICE AND SHOPS (231 E. ST. CHARLES ROAD).

Spec. Use–Outdoor Activities/Operations–211-231 E.St. Chas.– Ord. 2006-09-48:

At their meeting on August 28, 2006, the Combined Plan Commission/Zoning Board of Appeals recommended approval of the request to grant a Special Use for Outdoor Activities and Operations (211-231 E. St. Charles Road). The Board concurred with the recommendation and adopted Ordinance 2006-09-48, AN ORDINANCE GRANTING A SPECIAL USE FOR OUTDOOR ACTIVITIES AND OPERATIONS (211-231 E. ST. CHARLES ROAD).

Ord. 2006-09-49 – Amend. Chap. 16 – Zoning Code- Text Amend – WCC:

At their meeting on August 28, 2006, the Combined Plan Commission/Zoning Board of Appeals recommended approval of the request to Amend Chapter 16 of the Municipal Code (Zoning Code – full time school & retail sale of furniture) . The Board concurred with the recommendation and adopted Ordinance 2006-09-49, AN ORDINANCE AMENDING CHAPTER 16 OF THE MUNICIPAL CODE OF THE VILLAGE OF CAROL STREAM (ZONING CODE).

Ord. 2006-09-50 – Grant amend. to Spec, Use- elementary school & furniture Sales:

At their meeting on August 28, 2006, the Combined Plan Commission/Zoning Board of Appeals recommended approval of the request to amend a special use for a full time school and retail sale of furniture for fund raising purposes at 610 E. North Avenue. The Board concurred with the recommendation and adopted Ordinance 2006-09-50, AN ORDINANCE GRANTING AN AMENDMENT TO A SPECIAL USE – (WHEATON CHRISTIAN CENTER, 610 E. NORTH AVENUE).

Final acceptance & payout- 2005/06 pavement rejuvenator project:

The Board gave final acceptance of the 2005/06 Asphalt Surface Treatment Project and approved the final payment of \$42,218.40 to Midwest Tar Sealer Co.

Accept land donation of 1.03 acre wetland-Lot 2 Elk Trail Resubdivision:

The Board formally accepted a land donation of 1.03 acres of wetland, commonly known as Lot 2, Elk Trail Subdivision from First Bank of the Americas.

Approve Telecommunications Service Provider- PRIME Circuits- for new phones:

The Board awarded a contract to Call One Focal/Broadwing for a 36-month contract for total net charges of \$1,170/month.

Ord. 2006-09-51: Rezone R-1 to B-4 (upon annexation) NWC Morton & North:

The Board adopted Ordinance 2006-09-51, AN ORDINANCE GRANTING A REZONING FROM R-1 TO B-4, A SPECIAL USE PERMIT FOR A REGIONAL RELIGIOUS INSTITUTION, VARIATIONS FROM THE ZONING CODE AND SUBDIVISION CODE, AND NORTH AVENUE CORRIDOR REVIEW APPROVAL, ALL UPON ANNEXATION, TO THE WHEATON BIBLE CHURCH (NORTHWEST CORNER OF NORTH AVENUE AND MORTON ROAD).

Ord. 2006-09-52: Authorize Execution of (Pre) Annexation Agreement-WBC:

The Board adopted Ordinance 2006-09-52, AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT – (WHEATON BIBLE CHURCH).

Res. 2201: Declare Surplus Prop. Owned by Village-gauge/security box:

The Board adopted Resolution 2201, A RESOLUTION DECLARING SURPLUS PROPERTY OWNED BY THE VILLAGE OF CAROL STREAM. (Surface moisture density gauge & container).

Res. 2202: Accept grant of public utility easement:

The Board adopted Resolution 2202, A RESOLUTION ACCEPTING A GRANT OF PUBLIC UTILITY EASEMENT – (WHEATON BIBLE CHURCH).

Res. 2203: Approve final plat of subdivision- Easton Park:

The Board adopted Resolution 2203, A RESOLUTION APPROVING A FINAL PLAT OF SUBDIVISION – (EASTON PARK).

Regular Bills, Addendum Warrant of bills:

The Board approved the payment of the Regular Bills in the amount of \$139,293.18.

The Board approved the payment of the Addendum Warrant of Bills in the amount of \$640,639.22.

COMMENTS:

Mr. Breinig commented that in regard to the Wheaton Bible Church, that approval should be subject to the Village Attorney's review and approval and the Village Engineer's Approval, both of which are a part of the recommendation, but should be included in the Minutes of the meeting to emphasize these requirements before finalization.

Mr. Breinig noted that a Wheaton Christian Center representative was intended to be at this meeting and apparently has been taken ill. He stated that there is a recommendation from the Plan Commission that the exterior improvements should be made within the period of one year. They are asking, with the concurrence of the Village Board, of course, that it be changed to a two year period of time. They have indicated that they do not have a problem with bringing the exterior in compliance, but asking for a two year period instead of one year.

Trustee McCarthy said that they have been there for quite a while and have had the opportunity to fix it. He said that he could be willing to meet them in the middle.

Mr. Breinig said that the ordinance did not give a finite time for the improvements to be done and they are indicating that they want to get it done in two years, (and commented that he is not negotiating on their behalf). Trustee McCarthy said that he would like to see it done in 18 months. Mr. Breinig said that he does not know how realistic that is, if they have to do fund-raising, and he said that we could do 18 months with the understanding that they may come back and ask to have it amended, The problem with tabling it, is that the school started today, and technically they would be in violation.

Mr. Kling asked if the one year period of time for completion is in the proposed ordinance and was told that it is one of the conditions. Mr. Breinig noted that since this proposed ordinance has not yet been approved on the Consent Agenda at this point, he is being a messenger of a request to change the time period of completion to two years.

Mayor Ferraro commented that he does not feel that one more year will make that much difference.

Trustee Stubbs asked if there have been any plans submitted for these improvements and was told that this condition was added to request for the school and furniture sales at the Plan Commission so they had no reason to have presented a design plan at that time.

Trustee Saverino commented that this condition to complete the exterior is tied in with allowing the school and if something would change at this meeting then they should not have opened the school. Mr. Breinig commented that this less than a safety concern more than it is having them honor their original commitment to redo the parking lot and addressing the exterior concerns that they agreed to in the original special use. This really wasn't raised as a safety concern, it is much more about esthetics, you've got an old big box retail store that is now a church, that has a big parking lot and that admittedly could be made smaller, and reconfigured to look more like a church campus.

Trustee Saverino said that this is a problem on North Avenue. He said that the commitment was a church, then it was a used furniture store and now it is a school, what's next? At least commit to something and make the outside look nice which has not been done in the five years that they have been there. This Board has put everybody else in the position to honor the North Avenue Corridor and now they want two more years.

Trustee Stubbs suggested that they should have to present at least a plan for the work within one year. Mr. Breinig said that the Board could amend the condition to allow one year for a plan to be approved and then the second year to have the work completed. This would show progress being made and their commitment going forward.

The consensus of the Mayor and the Board is to approve the special use with the condition that the WCC will provide an approved plan for the exterior improvements within one year and that those approved improvements will be completed within two years.

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

Ayes:	4	Trustees Gieser, Saverino, Stubbs & Shanahan
Nays:	1	Trustee McCarthy
Absent:	1	Trustee Fenner

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

Ayes:	4	Trustees Gieser, Saverino, Stubbs & Shanahan
Nays:	1	Trustee McCarthy
Absent:	1	Trustee Fenner

REPORT OF OFFICERS:

Trustee McCarthy thanked residents and staff for the great programs this summer at the Town Center.

Trustee Saverino agreed and noted that the Multi-Cultural Event will be held on September 9th.

Trustee Gieser stated that the Village has been recognized by the IL Arts Council with a large grant to help fund some of the events at Town Center and he thanked staff for all of their hard work. He also noted that 9/16 the Historical Society will host a Market Day event at the Farm House from 11 -3. WDSRA will have a benefit at Outback Steak House.

Trustee Stubbs said that he hoped to see everyone at the Multi-Cultural event on Saturday.

Trustee Shanahan that the Town Center has had a great summer and that he is sorry to the public, to the staff and to the Board that he has missed so many meetings. He said that he has been injured and has had a couple of surgeries and if anybody cares, he is doing fine now.

Trustee Shanahan commented that he has been meeting with the IL Business and Restaurant Association in regard to the DuPage County Board's Chairman setting up a committee to study

making all restaurants, bars and public places non-smoking. He said that politicians should never legislate personality, they are there to discuss issues, not to decide people's personalities. He noted the restrictions for cell phone use, seat belt use, smoking in Chicago and said that just because a law does not apply to you, doesn't mean it is a great law.

Mayor Ferraro commented on the new lights on Lies Road.

Village Clerk Koester thanked staff for the survey on pay for elected officials and said that she will respond in writing.

Village Treasurer Manzzullo said that the Daily Herald has a list of unclaimed property that is valued at \$100 or more and urged residents to check for anything property that might be due them.

At 8:40 p.m., Trustee McCarthy moved and Trustee Shanahan made the second to adjourn. The results of the roll call vote were:

Ayes:	5	Trustees McCarthy, Gieser, Saverino, Stubbs & Shanahan
Nays:	0	
Absent:	1	Trustee Fenner

FOR THE BOARD OF TRUSTEES

**REGULAR MEETING-COMBINED PLAN COMMISSION/ZONING BOARD OF APPEALS
Gregory J. Bielawski Municipal Center, Carol Stream, DuPage County, Illinois**

September 11, 2006

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

Mayor Pro-Tem Donald Weiss called the Regular Meeting of the Combined Plan Commission/Zoning Board of Appeals to order at 7:30 p.m. and directed Recording Secretary Wynne Progar to call the roll.

Present: Commissioners Smoot, Vora, Spink, Weiss and Michaelsen
Absent: Commissioners Hundhausen and Sutenbach
Also Present: Village Planner John Svalenka, Recording Secretary Progar

MINUTES:

Commissioner Smoot moved and Commissioner Michaelsen made the second to approve the Minutes of the Meeting of August 28, 2006 as presented. The results of the roll call vote were:

Ayes: 4 Commissioners Smoot, Vora, Michaelsen and Weiss
Nays: 0
Abstain: 1 Commissioner Spink
Absent: 2 Commissioners Hundhausen and Sutenbach

PUBLIC HEARING:

Commissioner Michaelsen moved and Commissioner Spink made the second to open the public hearing. The results of the roll call vote were:

Ayes: 5 Commissioners Smoot, Vora, Spink, Michaelsen and Weiss
Nays: 0
Absent: 2 Commissioners Hundhausen and Sutenbach

**# 06202: Carol Stream Public Library – 2N540 Kuhn Road
Special Use – Public Service or governmental Use**

Ann Kennedy, Director, Carol Stream Public Library, 616 Hiawatha Drive, Carol Stream was sworn in as a witness in this matter. She explained that the Library is asking for a special use permit for the land which they own on Kuhn Road. This land was purchased with the intention of eventually building a new library facility there and until that happens they are holding festivals there. At present there are two events a year and they are looking into possibly having four events per year. The land is currently zoned Residential and under the Code these events are not permitted. In the past the Village Board has granted temporary special use permits, but now the Library would like to go through the formal process for a permanent special use. The events are very family-oriented and they coordinate with other groups in the community such as the Woman’s Club and the Historical Society.

There were no comments or questions from those in attendance at the call for public hearing.

Mr. Svalenka said that The Carol Stream Public Library owns the former Kammes Property on Kuhn Road, just north of Thunderbird Trail, and is holding the property for a future library site. Until the site is developed. The Library intends to hold family oriented festivals on the property two to four times a year.

On September 19, 2005, the Village Board approved the Library's request for a waiver of the requirements of Village Code §16-15-8 so as to approve a temporary Special Use for a *Fall Family Fun* event, which took place on October 8, 2005, and coincided with the open houses conducted by the Public Works Department and the Fire Protection District. On April 17, 2006, the Village Board approved the Library's request for a waiver of the requirements of Village Code §16-15-8 so as to approve another temporary Special Use for an *Arts and Crafts Fair*, which took place on May 13, 2006. One of the conditions of the approvals was that "future uses of the property must obtain approval of a Special Use Permit in accordance with Village Code §16-15-8."

Special Use:

The Carol Stream Public Library is requesting approval of a Special Use for *Public Service or Governmental Uses* to allow family oriented festivals on the property two to four times a year, including a *Barn Fest* that is planned for October 7, 2006. The former owner occupies the existing house. The barn and surrounding grass area is used for the Library programs. The events take place on a single day with activities for all age groups.

Staff has evaluated the request from an operational standpoint. The necessary safety improvements (emergency egress, handicapped parking) were addressed as part of the 2005 Fall Family Fun event, and no further improvements are necessary. The Village has received no complaints from surrounding property owners regarding the previous two events. Staff recommends approval of the Special Use Permit for *Public Service or Governmental Uses* subject to the following conditions:

1. That all sales tax accrued by the events shall be booked to the Village of Carol Stream;
2. That not more than four separate one-day events may be held in any calendar year;
3. That two handicapped parking spaces be maintained on the asphalt in front of the barn;
4. That this Special Use Permit is for the purpose of conducting periodic events as identified herein, and that any expansion of the use shall require approval of an amendment to the Special Use Permit; and,
5. That the use shall comply with all state, county and Village Codes and requirements.

Commissioner Michaelsen asked what the general attendance has been and was told that there has been a maximum of 100 people. In response to the question regarding parking, it was determined that there is a large amount of parking on a concrete apron

on the property that was formally used for school buses and that any overflow cars were parked on the grass. It was also noted that there will be portable toilets and hand-washing stations available at the events.

In response to Commissioner Spink’s question, the hours of operation for the events will be 10 a.m. to 3 p.m.

Commissioner Weiss asked if there is a plan for emergency vehicles and Ms. Kennedy said that nothing is set up on the drive, so there would not be a problem for emergency equipment. She also noted that there would only be sign on the property on the day of the event.

Commissioner Michaelsen moved and Commissioner Smoot made the second to recommend approval of a special use permit to the Carol Stream Public Library for Public Service or Governmental Uses in accordance with staff recommendations.

The results of the roll call vote were:

Ayes:	5	Commissioners Smoot, Vora, Spink, Michaelsen and Weiss
Nays:	0	
Absent:	2	Commissioners Hundhausen and Sutenbach

The petitioner was reminded that this matter will be heard by the Village Board at their meeting on September 18th and was advised to attend that meeting.

There was a very brief recess at this point.

**06229: Village of Carol Stream – 500 S Gary Avenue
Text Amendment – Zoning Code**

Mr. Svalenka said the following staff report discusses and presents proposed text amendments to the Village of Carol Stream Code, Chapter 7 *Subdivision Code* regarding the list of prohibited trees in subdivisions, and Chapter 16 *Zoning Code* regarding the plant list for the Gary and North Avenue Corridor Regulations. The impetus for the proposed text amendments is the recent growing concern regarding the threat to ash trees by the Emerald Ash Borer.

In this report, each proposed text amendment is preceded by an introduction that will discuss the justification for the text amendment. Following the introduction, the current and proposed Code language are presented. Current text that is proposed to remain is presented in standard text, while current text that is proposed for deletion is presented using ~~strikethrough~~. Finally, recommended new text is presented in an underline fashion. Staff encourages PC/ZBA discussion and questions during the review of the proposed text amendment.

The Emerald Ash Borer is an exotic beetle that is native to northern China and Korea. The larvae tunnel through and feed on the inner bark of ash trees, cutting off the tree's ability to transport water and nutrients to the leaves. The leaves of infested trees begin to die near the top of the tree and progress down to the trunk, ultimately killing the tree. The Emerald Ash Borer was first discovered in the United States in Michigan near Detroit in the summer of 2002, and probably arrived in wood packing material carried in cargo ships originating in Asia. All North American Ash trees are susceptible to the Emerald Ash Borer, and it spreads quickly via movement of firewood and nursery trees.

It also can fly up to ½ mile in its life span. Since its discovery, it has been reported to have killed more than 20 million ash trees. The Emerald Ash Borer has infested most of southeast Michigan, and has spread into Ontario, Ohio, and northern Indiana. It has been sighted in Illinois in Evanston, Wilmette, and Kane County as recently as July 2006.

If the Emerald Ash Borer were to infest trees in Carol Stream, there would be potential for enormous financial losses to the Village and the property owners from the removal and replacement of infested trees. Therefore, in an attempt to lessen this potential impact, staff proposes text amendments to eliminate future planting of ash trees in the Village. Because the beetles spread by movement of nursery trees, stopping the planting of ash trees would also cut off one mode of infestation.

It should be noted that §12-3-16 of the Municipal Code, which regulates a program for the replacement of parkway trees adjacent to single-family residential lots, gives the Village the final decision regarding the type of trees to be planted in the parkway, with the program to be administered by the Department of Public Works. Per the attached memo dated August 14, 2006, from the Public Works Director, all varieties of the Genus Fraxinus (Ash) have been taken off the approved Parkway Tree List.

PROPOSED TEXT AMENDMENT 1 – ZONING CODE

As noted above, invasion of Carol Stream by the Emerald Ash Borer would have the potential to cause great financial losses. Therefore staff proposes to remove all ash trees from the plant list in the Gary and North Avenue Corridor Regulations so as to eliminate future planting of ash trees in the Gary and North Avenue Corridor. Specifically, Fraxinus Americana “Autumn Purple”, Fraxinus Americana, Fraxinus Pennsylvanica “Marshall”, and Fraxinus Quadrangulata are proposed to be deleted from the shade tree list in §16-5-6(O) of the Zoning Code.

In reviewing the plant list for the Gary and North Avenue Corridor Regulations, staff has noticed several conflicts in the plant list that require correction. The plants on the list are grouped by plant type, with differing number of points assigned to the different plant types. For example, evergreen trees receive 275 points per tree, while groundcover plants receive only ½ point per square foot. Several species are listed in multiple categories or in the wrong category, causing confusion as to the correct number of points due each species. Therefore, staff has proposed additional amendments to the text, as noted below.

Pyrus Calleryana “Chanticleer” is listed as a shade tree and as an ornamental tree. There are two other pear trees listed as shade trees, including Pyrus Calleryana “Redspire” and Pyrus Calleryana “Whitehouse”. All three of these species are flowering trees that are more ornamental in nature. Therefore, staff proposes to delete all three species from the shade tree list, and proposes to add Pyrus Calleryana “Redspire” and Pyrus Calleryana “Whitehouse” to the ornamental tree list.

Juniperus Chinensis Procumbens and Juniperus Horizontalis are listed as evergreen trees and as groundcovers. Juniperus Chinensis Procumbens and Juniperus Horizontalis are ground covers, and are proposed to be deleted from the evergreen tree list.

Taxus Spp (Yew) are listed as evergreen trees. Although there are a few instances where a Taxus species can grow rather large, the vast majority of Taxus species in the nursery trade today are actually small shrubs. Therefore Taxus Spp are proposed to be deleted from the evergreen tree list and added to the shrub list.

Cotoneaster Horizontalis, commonly known as Rockspray Cotoneaster, is listed as a shrub and as a groundcover. Rockspray Cotoneaster is a groundcover, and is proposed to be deleted from the shrub list.

PROPOSED TEXT AMENDMENT 2 – SUBDIVISION CODE

Text Amendment 2 also involves limiting the potential impact of the Emerald Ash Borer. Section 7-3-14 of the Subdivision Code regulates the design standards for landscaping within subdivisions. Staff proposes to add all varieties of the Genus Fraxinus, which includes all ash trees, to the list of prohibited trees in new subdivisions. It should be noted that all varieties of the Genus Sorbus, which includes all mountain ash trees, are already on the list of prohibited trees.

The proposed text amendment to §7-3-14 to revise the Village's standards with respect to the prohibited tree list is as follows:

§ 7-3-14 LANDSCAPING.

(A) All unpaved areas within the street rights-of-way shall be seeded or sodded. Before the release of the 12-month maintenance bond can be recommended by the Village Engineer, all unpaved areas between the edge of the road pavement and the right-of-way line must support an adequate mat of grass. Provisions shall be made to assure the growth of all landscaping.

(B) It shall be the obligation of all parties subdividing property within the village or constructing residential units on subdivided lots to plant trees within the parkway adjacent to such lots. No certificate of occupancy shall be issued to a structure where parkway trees have not been installed or, at the discretion of the village, a bond has not been posted to guarantee the payment of the cost of the installation of such trees. Parkway trees shall be planted on each lot in a subdivision except where there are existing trees present and preserved as determined by the Village Engineer. Parkway trees newly planted shall be provided at a minimum of one tree per inside lot if the lot frontage is 50 feet or less, and a minimum of two trees per inside lot if the frontage is more than 50 feet, and three trees per corner lot. Trees shall be planted a minimum of 20 feet apart depending upon species. Trees shall be planted in the parkway where the parkway in question is of a kind which will permit the installation of such trees utilizing the standards set forth in Chapter 12, Article 3 of this Code. In the event that the Village Engineer should find that the parkway in question is not of a kind to permit in whole or in part the installation of parkway trees, then all required trees which may not be planted within the parkway shall be installed within the front yard of the lot at a point 2½ feet from the front property line and be in accordance with the standards set forth in Chapter 12, Article 3. However, those required trees that cannot be placed within the parkway or 2½ feet from the front property line and be in accordance with the standards set forth in Chapter 12, Article 3, shall be planted elsewhere within the front yard and in accordance with the standards set forth in Chapter 12, Article 3. In accordance with the

standards set forth herein, the requisite number of trees required under this section must either be planted within the parkway or within the front lot.

(C) Newly planted street trees shall be at least two inches in caliper, measured one foot from the ground.

(D) The developer of the subdivision shall be prohibited from planting the following varieties of trees:

Soft maple (*Acer saccharinum*) In variety
 Poplar (*Populus*) All varieties
 Willow (*Salix*) All varieties
 Box Elder (*Acer Negundo*) All varieties
 Catalpa (*Catalpa*) All varieties
 Tree of Heaven (*Ailanthus*) All varieties
 Mountain Ash (*Sorbus*) All varieties
 Mulberry (*Morus Alba*) In variety
 Elm (*Ulmus*) All varieties
 Birch (*Betula Sp*) All varieties
 Russian Olive (*Elaeagnus Angustifolia*) All varieties
 Black Walnut (*Juglons Nigia* and *Jhindsi*) All varieties
 Black Cherry All varieties
 Black Locust (*Robina Pseudoacacia*) All varieties
Ash (*Fraxinus*) All varieties

(E) Protective screen planting may be required to secure a reasonably effective physical barrier between residential properties and adjoining uses to minimize adverse conditions of sight and sound. The screen-planting plan shall be prepared by a landscape architect and shall meet the approval of the Plan Commission.

RECOMMENDATION:

Staff recommends approval of the presented text amendments, although we do encourage PC/ZBA discussion and input regarding the same. The PC/ZBA can recommend approval or denial of the text amendments, or they can recommend additional revisions to proposed text language. Final approval authority for the text amendments rests with the Village Board.

Commissioner Spink voiced concern about the trees that were just planted for the Easton Park Subdivision and asked if this would affect them since there were some types of Ash trees approved on the landscape plan. Mr. Svalenka said that this ban would be in effect after approved by the Village Board, so there is no action required by the developer. He did note that staff had discussed this with Easton Park so that they are aware of the ban for further plantings.

Commissioner Weiss asked how would diseased trees be removed and it was determined that if there is an infestation trees in the public parkway would be removed by the Public Works Department, but any diseased trees would have to be removed from private property by the owner. It was also noted that there will be a ban on planting Ash trees in future with this proposal for the North Avenue and Gary Avenue Corridors.

Commissioner Smoot moved and Commissioner Spink made the second to recommend approval of a text amendment to the Zoning Code and to Chapter 7 of the Municipal Code in accordance with staff recommendations. The results of the roll call vote were:

Ayes: 5 Commissioners Smoot, Vora, Spink, Michaelsen and Weiss
Nays: 0
Absent: 2 Commissioners Hundhausen and Sutenbach

This matter will be heard by the Village Board at their meeting on September 18, 2006.

Commissioner Michaelsen moved and Commissioner Spink made the second to close the public hearing. The results of the roll call vote were:

Ayes: 5 Commissioners Smoot, Vora, Spink, Michaelsen and Weiss
Nays: 0
Absent: 2 Commissioners Hundhausen and Sutenbach

NEW BUSINESS:

Commissioner Spink moved and Commissioner Vora made the second to cancel the next Regular Meeting on September 25, 2006 since there will be no cases ready for presentation. The results of the roll call vote were:

Ayes: 5 Commissioners Smoot, Vora, Spink, Michaelsen and Weiss
Nays: 0
Absent: 2 Commissioners Hundhausen and Sutenbach

It was noted that the next meeting will be on October 9, 2006.

At 7:55 p.m. Commissioner Michaelsen moved and Commissioner Smoot made the second to adjourn. The motion passed by unanimous voice vote.

FOR THE COMBINED BOARD

RESOLUTION NO. 2204

**A RESOLUTION RECOGNIZING
2006 COMMUNITY PRIDE AWARD RECIPIENTS**

WHEREAS, the Village of Carol Stream adopted the 2006 Community Pride Award Program to recognize property owners and renters who have made landscaping and building façade improvements that enhance the visual aesthetics of the adjacent streetscape and the surrounding neighborhood; and

WHEREAS, a total of twelve properties were nominated for the 2006 Community Pride Award; and

WHEREAS, seven Community Pride Award Judges comprised of local residents evaluated each of the properties against established award criteria; and

WHEREAS, the Village has established program awards for those properties whose average high score among three judges' tallies makes them eligible for an award in their nominated category.

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: Based upon the scores submitted, reviewed and certified by the program judges, the DeMaria Family of 1223 Narragansett Drive, are hereby recognized for excellence in the

Residential Landscape Category

SECTION 2: That a \$100.00 Gift Card is presented with this Resolution for the investment in their property and for beautifying the Carol Stream community.

SECTION 3: This Resolution shall be in full force and effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER 2006.

AYES:

NAYS:

ABSENT:

Ross Ferraro, Mayor

ATTEST:

Janice Koester, Village Clerk

RESOLUTION NO. 2205

**A RESOLUTION RECOGNIZING
2006 COMMUNITY PRIDE AWARD RECIPIENTS**

WHEREAS, the Village of Carol Stream adopted the 2006 Community Pride Award Program to recognize property owners and renters who have made landscaping and building façade improvements that enhance the visual aesthetics of the adjacent streetscape and the surrounding neighborhood; and

WHEREAS, a total of twelve properties were nominated for the 2006 Community Pride Award; and

WHEREAS, seven Community Pride Award Judges comprised of local residents evaluated each of the properties against established award criteria; and

WHEREAS, the Village has established program awards for those properties whose average high score among three judge's tallies makes them eligible for an award in their nominated category.

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: Based upon the scores submitted, reviewed and certified by the program judges, the Denman Family of 1308 Lilac Lane, are hereby recognized for excellence in the

Residential Landscape Category

SECTION 2: That a \$100.00 Gift Card is presented with this Resolution for the investment in their property and for beautifying the Carol Stream community.

SECTION 3: This Resolution shall be in full force and effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER 2008.

AYES:

NAYS:

ABSENT:

Ross Ferraro, Mayor

ATTEST:

Janice Koester, Village Clerk

RESOLUTION NO. 2206

**A RESOLUTION RECOGNIZING
2006 COMMUNITY PRIDE AWARD RECIPIENTS**

WHEREAS, the Village of Carol Stream adopted the 2006 Community Pride Award Program to recognize property owners and renters who have made landscaping and building façade improvements that enhance the visual aesthetics of the adjacent streetscape and the surrounding neighborhood; and

WHEREAS, a total of twelve properties were nominated for the 2006 Community Pride Award; and

WHEREAS, seven Community Pride Award Judges comprised of local residents evaluated each of the properties against established award criteria; and

WHEREAS, the Village has established program awards for those properties whose average high score among three judges' tallies makes them eligible for an award in their nominated category.

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: Based upon the scores submitted, reviewed and certified by the program judges, The Amen Family, is hereby recognized for excellence in the

Residential Landscape Category

SECTION 2: That a \$100.00 Gift Card is presented with this Resolution for the investment in their property and for beautifying the Carol Stream community.

SECTION 3: This Resolution shall be in full force and effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER 2006.

AYES:

NAYS:

ABSENT:

Ross Ferraro, Mayor

ATTEST:

Janice Koester, Village Clerk

RESOLUTION NO. 2207

**A RESOLUTION RECOGNIZING
2006 COMMUNITY PRIDE AWARD RECIPIENTS**

WHEREAS, the Village of Carol Stream adopted the 2006 Community Pride Award Program to recognize property owners and renters who have made landscaping and building façade improvements that enhance the visual aesthetics of the adjacent streetscape and the surrounding neighborhood; and

WHEREAS, a total of twelve properties were nominated for the 2006 Community Pride Award; and

WHEREAS, seven Community Pride Award Judges comprised of local residents evaluated each of the properties against established award criteria; and

WHEREAS, the Village has established program awards for those properties whose average high score among three judges' tallies makes them eligible for an award in their nominated category.

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: Based upon the scores submitted, reviewed and certified by the program judges, the Heier Family of 242 El Paso Lane, is hereby recognized for excellence in the

Residential Landscape Category

SECTION 2: That a \$100.00 Gift Card is presented with this Resolution for the investment in their property and for beautifying the Carol Stream community.

SECTION 3: This Resolution shall be in full force and effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER 2006.

AYES:

NAYS:

ABSENT:

Ross Ferraro, Mayor

ATTEST:

Janice Koester, Village Clerk

RESOLUTION NO. 2208

**A RESOLUTION RECOGNIZING
2006 COMMUNITY PRIDE AWARD RECIPIENTS**

WHEREAS, the Village of Carol Stream adopted the 2006 Community Pride Award Program to recognize property owners and renters who have made landscaping and building façade improvements that enhance the visual aesthetics of the adjacent streetscape and the surrounding neighborhood; and

WHEREAS, a total of twelve properties were nominated for the 2006 Community Pride Award; and

WHEREAS, seven Community Pride Award Judges comprised of local residents evaluated each of the properties against established award criteria; and

WHEREAS, the Village has established program awards for those properties whose average high score among three judges' tallies makes them eligible for an award in their nominated category.

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: Based upon the scores submitted, reviewed and certified by the program judges, the Moore Family, is hereby recognized for excellence in the

Residential Landscape Category

SECTION 2: That a \$100.00 Gift Card is presented with this Resolution for the investment in their property and for beautifying the Carol Stream community.

SECTION 3: This Resolution shall be in full force and effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER 2006.

AYES:

NAYS:

ABSENT:

Ross Ferraro, Mayor

ATTEST:

Janice Koester, Village Clerk

RESOLUTION NO. 2209

**A RESOLUTION RECOGNIZING
2006 COMMUNITY PRIDE AWARD RECIPIENTS**

WHEREAS, the Village of Carol Stream adopted the 2006 Community Pride Award Program to recognize property owners and renters who have made landscaping and building façade improvements that enhance the visual aesthetics of the adjacent streetscape and the surrounding neighborhood; and

WHEREAS, a total of twelve properties were nominated for the 2006 Community Pride Award; and

WHEREAS, seven Community Pride Award Judges comprised of local residents evaluated each of the properties against established award criteria; and

WHEREAS, the Village has established program awards for those properties whose average high score among three judges' tallies makes them eligible for an award in their nominated category.

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: Based upon the scores submitted, reviewed and certified by the program judges, The Carol Stream Community Education Center at 500 N. Kuhn Road, is hereby recognized for excellence in the

Institutional Landscape and Façade Category

SECTION 2: That a \$100.00 Gift Card is presented with this Resolution for the investment in their property and for beautifying the Carol Stream community.

SECTION 3: This Resolution shall be in full force and effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER 2006.

AYES:

NAYS:

ABSENT:

Ross Ferraro, Mayor

ATTEST:

Janice Koester, Village Clerk

AGENDA ITEM

C-2 9-18-06

RESOLUTION NO. 2210

A RESOLUTION COMMENDING THE VILLAGE OF CAROL STREAM STORM WATER ADVISORY COMMITTEE (SWAC)

WHEREAS, the Village of Carol Stream formed the Storm Water Advisory Committee (SWAC) on October 17, 2005; and

WHEREAS, the Village awarded a contract to AMEC and Clark Dietz to perform a Storm Water Management Program and Funding Study; and

WHEREAS, the SWAC Committee members played an integral role in assisting the Village with the development of a Storm Water Management Program and research funding alternatives.

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

SECTION 1: That Arnie Biondo be recognized for his dedicated service as a volunteer member of the Storm Water Advisory Committee.

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

PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER 2006.

AYES:

NAYS:

ABSENT:

Ross Ferraro, Mayor

ATTEST:

Janice Koester, Village Clerk

RESOLUTION NO. 2211

**A RESOLUTION COMMENDING
THE VILLAGE OF CAROL STREAM
STORM WATER ADVISORY COMMITTEE (SWAC)**

WHEREAS, the Village of Carol Stream formed the Storm Water Advisory Committee (SWAC) on October 17, 2005; and

WHEREAS, the Village awarded a contract to AMEC and Clark Dietz to perform a Storm Water Management Program and Funding Study; and

WHEREAS, the SWAC Committee members played an integral role in assisting the Village with the development of a Storm Water Management Program and research funding alternatives.

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

SECTION 1: That Pat Brushaber be recognized for his dedicated service as a volunteer member of the Storm Water Advisory Committee.

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

PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER 2006.

AYES:

NAYS:

ABSENT:

Ross Ferraro, Mayor

ATTEST:

Janice Koester, Village Clerk

RESOLUTION NO. 2212

**A RESOLUTION COMMENDING
THE VILLAGE OF CAROL STREAM
STORM WATER ADVISORY COMMITTEE (SWAC)**

WHEREAS, the Village of Carol Stream formed the Storm Water Advisory Committee (SWAC) on October 17, 2005; and

WHEREAS, the Village awarded a contract to AMEC and Clark Dietz to perform a Storm Water Management Program and Funding Study; and

WHEREAS, the SWAC Committee members played an integral role in assisting the Village with the development of a Storm Water Management Program and research funding alternatives.

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

SECTION 1: That Allen DuBose be recognized for his dedicated service as a volunteer member of the Storm Water Advisory Committee.

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

PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER 2006.

AYES:

NAYS:

ABSENT:

Ross Ferraro, Mayor

ATTEST:

Janice Koester, Village Clerk

RESOLUTION NO. 2213

**A RESOLUTION COMMENDING
THE VILLAGE OF CAROL STREAM
STORM WATER ADVISORY COMMITTEE (SWAC)**

WHEREAS, the Village of Carol Stream formed the Storm Water Advisory Committee (SWAC) on October 17, 2005; and

WHEREAS, the Village awarded a contract to AMEC and Clark Dietz to perform a Storm Water Management Program and Funding Study; and

WHEREAS, the SWAC Committee members played an integral role in assisting the Village with the development of a Storm Water Management Program and research funding alternatives.

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

SECTION 1: That Hank Gmitro be recognized for his dedicated service as a volunteer member of the Storm Water Advisory Committee.

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

PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER 2006.

AYES:

NAYS:

ABSENT:

Ross Ferraro, Mayor

ATTEST:

Janice Koester, Village Clerk

RESOLUTION NO. 2214

**A RESOLUTION COMMENDING
THE VILLAGE OF CAROL STREAM
STORM WATER ADVISORY COMMITTEE (SWAC)**

WHEREAS, the Village of Carol Stream formed the Storm Water Advisory Committee (SWAC) on October 17, 2005; and

WHEREAS, the Village awarded a contract to AMEC and Clark Dietz to perform a Storm Water Management Program and Funding Study; and

WHEREAS, the SWAC Committee members played an integral role in assisting the Village with the development of a Storm Water Management Program and research funding alternatives.

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

SECTION 1: That Dave Jedlicka be recognized for his dedicated service as a volunteer member of the Storm Water Advisory Committee.

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

PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER 2006.

AYES:

NAYS:

ABSENT:

Ross Ferraro, Mayor

ATTEST:

Janice Koester, Village Clerk

RESOLUTION NO. 2215

**A RESOLUTION COMMENDING
THE VILLAGE OF CAROL STREAM
STORM WATER ADVISORY COMMITTEE (SWAC)**

WHEREAS, the Village of Carol Stream formed the Storm Water Advisory Committee (SWAC) on October 17, 2005; and

WHEREAS, the Village awarded a contract to AMEC and Clark Dietz to perform a Storm Water Management Program and Funding Study; and

WHEREAS, the SWAC Committee members played an integral role in assisting the Village with the development of a Storm Water Management Program and research funding alternatives.

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

SECTION 1: That Milli Jones be recognized for her dedicated service as a volunteer member of the Storm Water Advisory Committee.

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

PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER 2006.

AYES:

NAYS:

ABSENT:

Ross Ferraro, Mayor

ATTEST:

Janice Koester, Village Clerk

RESOLUTION NO. 2216

**A RESOLUTION COMMENDING
THE VILLAGE OF CAROL STREAM
STORM WATER ADVISORY COMMITTEE (SWAC)**

WHEREAS, the Village of Carol Stream formed the Storm Water Advisory Committee (SWAC) on October 17, 2005; and

WHEREAS, the Village awarded a contract to AMEC and Clark Dietz to perform a Storm Water Management Program and Funding Study; and

WHEREAS, the SWAC Committee members played an integral role in assisting the Village with the development of a Storm Water Management Program and research funding alternatives.

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

SECTION 1: That Darrel Malcom be recognized for his dedicated service as a volunteer member of the Storm Water Advisory Committee.

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

PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER 2006.

AYES:

NAYS:

ABSENT:

Ross Ferraro, Mayor

ATTEST:

Janice Koester, Village Clerk

RESOLUTION NO. 2217

**A RESOLUTION COMMENDING
THE VILLAGE OF CAROL STREAM
STORM WATER ADVISORY COMMITTEE (SWAC)**

WHEREAS, the Village of Carol Stream formed the Storm Water Advisory Committee (SWAC) on October 17, 2005; and

WHEREAS, the Village awarded a contract to AMEC and Clark Dietz to perform a Storm Water Management Program and Funding Study; and

WHEREAS, the SWAC Committee members played an integral role in assisting the Village with the development of a Storm Water Management Program and research funding alternatives.

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

SECTION 1: That William Murakami be recognized for his dedicated service as a volunteer member of the Storm Water Advisory Committee.

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

PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER 2006.

AYES:

NAYS:

ABSENT:

Ross Ferraro, Mayor

ATTEST:

Janice Koester, Village Clerk

RESOLUTION NO. 2218

**A RESOLUTION COMMENDING
THE VILLAGE OF CAROL STREAM
STORM WATER ADVISORY COMMITTEE (SWAC)**

WHEREAS, the Village of Carol Stream formed the Storm Water Advisory Committee (SWAC) on October 17, 2005; and

WHEREAS, the Village awarded a contract to AMEC and Clark Dietz to perform a Storm Water Management Program and Funding Study; and

WHEREAS, the SWAC Committee members played an integral role in assisting the Village with the development of a Storm Water Management Program and research funding alternatives.

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

SECTION 1: That Pete O'Rahilly be recognized for his dedicated service as a volunteer member of the Storm Water Advisory Committee.

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

PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER 2006.

AYES:

NAYS:

ABSENT:

Ross Ferraro, Mayor

ATTEST:

Janice Koester, Village Clerk

RESOLUTION NO. 2219

**A RESOLUTION COMMENDING
THE VILLAGE OF CAROL STREAM
STORM WATER ADVISORY COMMITTEE (SWAC)**

WHEREAS, the Village of Carol Stream formed the Storm Water Advisory Committee (SWAC) on October 17, 2005; and

WHEREAS, the Village awarded a contract to AMEC and Clark Dietz to perform a Storm Water Management Program and Funding Study; and

WHEREAS, the SWAC Committee members played an integral role in assisting the Village with the development of a Storm Water Management Program and research funding alternatives.

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

SECTION 1: That Phillip Wood be recognized for his dedicated service as a volunteer member of the Storm Water Advisory Committee.

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

PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER 2006.

AYES:

NAYS:

ABSENT:

Ross Ferraro, Mayor

ATTEST:

Janice Koester, Village Clerk

AGENDA ITEM

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Daily Herald

C-3 9-18-06

PUBLIC NOTICE

Notice is hereby given that the Carol Stream Village Board will hold a Public Hearing at the Carol Stream Gregory J. Bielawski Municipal Center, 500 N. Gary Avenue, Carol Stream, Illinois, on Monday, September 18, 2006 at 8:00 p.m. to consider an application from Recycle America (aka Intermediate Processing Facility) for the following action:

Approval of a 2nd amendment to the annexation agreement for the property whose address is 360 Center Avenue and locally described as follows:

Of the east 1736.66 feet of the West 1706.70 feet (both measured on the south line) of that part of the South half of the southwest quarter of Section 28, Township 40 North, Range 10, East of the 3rd Principal Meridian, lying south of the South line of Marmon Assessment Plat, according to the plat thereof recorded as document R74-7246 (except that part within Fullerton Ave which has been previously annexed to the Village of Carol Stream) in DuPage County, Illinois.

P.L.N. 02-28-300-039
A copy of the amendment to the annexation agreement will be on file with the Village Manager's Office. All interested parties will be given an opportunity to be heard.

By order of the Combined Plan Commission/Zoning Board of Appeals, Village of Carol Stream, Illinois, Published in the Daily Herald, Thursday, August 31, 2006.

Individuals with disabilities who plan to attend the hearing and who require certain accommodations in order to allow them to observe and participate, or who have questions regarding the accessibility of the meeting or facilities are requested to contact the ADA Coordinator at 630-871-6250 (3816738).

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

County(ies) of DuPage

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

I further certify that the **DAILY HERALD** is a newspaper defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published August 31, 2006 in said **DAILY HERALD**.

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

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY Holly Bratovich
Authorized Agent

Control # 3816738



PROCLAMATION

DECLARING SEPTEMBER PROSTATE CANCER AWARENESS MONTH IN THE VILLAGE OF CAROL STREAM

Whereas, the health and well-being of Carol Stream residents is of the utmost importance to the prosperity and livelihood of our community; and

WHEREAS, approximately 8,4700 new cases of prostate cancer will be diagnosed in Illinois this year, accounting for the greatest number of new cancer diagnoses in our state, and an estimated 1,310 Illinoisans will die of the disease in 2006; and

WHEREAS, as many as 25% percent of prostate cancer cases occur in men under the age of sixty-five (65), and prostate cancer can have a morbid effect even on men younger than forty (40); and

WHEREAS, Illinois' death rate for prostate cancer ranks 27th highest in the United States and for African-American prostate cancer deaths Illinois ranks 19th; and

WHEREAS, African-American men have a 51% higher prostate cancer incidence rate than comparable Caucasian males; and

WHEREAS, early detection, and education concerning risk factors for developing prostate cancer and living a healthy lifestyle can help reduce the mortality rate associated with this deadly disease.

NOW, THEREFORE BE IT PROCLAIMED THAT, I, MAYOR ROSS FERRARO, do hereby recognize September 2006 as **Prostate Cancer Awareness Month in Carol Stream**, and hereby encouraging all Carol Stream men over 40 to schedule a prostate cancer screening for themselves to monitor their prostate health.

Ross Ferraro, Mayor

ATTEST:

Janice Koester, Village Clerk

PROCLAMATION

DECLARING MONDAY, SEPTEMBER 25TH FAMILY DAY
A DAY TO EAT DINNER WITH YOUR CHILDREN

WHEREAS, the use of illegal drugs and the abuse of alcohol and nicotine constitute the greatest threats to the well-being of America's children; and

WHEREAS, surveys conducted by the National Center on Addiction and Substance Abuse (CASA) at Columbia University have consistently found that the more often children and teenagers eat dinner with their families the less likely they are to smoke, drink and use illegal drugs; and

WHEREAS, teenagers who virtually never eat dinner with their families are 72% more likely than the average teenager to use illegal drugs, alcohol and cigarettes;

WHEREAS, teenagers who almost always eat dinner with their families are 31% less likely than the average teenager to use illegal drugs, alcohol and cigarettes; and

WHEREAS, the correlation between family dinners and reduced risk for teen substance abuse are well documented; and

WHEREAS, parental influence is known to be one of the most crucial factors in determining the likelihood of substance abuse by teenagers; and

WHEREAS, family dinners have long constituted a substantial pillar of family life in America.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES, to officially proclaim Monday, September 25, 2006 as **Family Day - A Day to Eat Dinner with your Children**, in Carol Stream and thereby urge all residents to recognize and participate in its observance.

Ross Ferraro, Mayor

ATTEST:

Janice Koester, Village Clerk

Family Day

A day to eat dinner with your children.



August 16, 2006

Ross Ferraro
Office Of The Mayor
500 N Gary Ave
Carol Stream, IL 60188-1811



Dear The Honorable Mayor Ross Ferraro:

TV Land, Nick at Nite and The National Center on Addiction and Substance Abuse (CASA) at Columbia University – are appealing to you and your constituents to help support **Family Day – A Day to Eat Dinner with Your Children™**. With your endorsement of this worthy cause – and not through monetary donations – you can help us reach our goal of registering millions of people to pledge to have dinner together on **Monday, September 25, 2006**, which has been designated as **Family Day – A Day to Eat Dinner with Your Children™**. Pledging is as easy as logging on to www.familytable.info and committing to share one meal with loved ones, be it breakfast, lunch, or dinner, on **Family Day**.

TV Land and Nick at Nite recognize the challenges families face when trying to find time for one another. In 2003, the two networks unveiled **The Family Table... Share More Than Meals** - a multi-media campaign that promotes the benefits of family dining and making time to reconnect with loved ones over a meal. The two networks have committed more than \$11 million in airtime to support this important effort. In 2004 and 2005, the **Family Table** joined forces with CASA to promote **Family Day – A Day to Eat Dinner with Your Children™**, a nationwide effort unveiled by CASA in 2001 to **promote the parental engagement fostered through frequent family dinners as an effective way to reduce substance abuse among children and teens. The President, governors of 47 states and the mayors and executives of more than 500 cities and counties have issued Family Day proclamations.** **Family Day** is designed to promote the benefits that come from the parental engagement fostered in families who dine together regularly such as:

- Kids whose parents dine with them four times a week or more are likely to perform better in school.
- The more often children eat dinner with their families, the less likely they are to smoke, drink or use drugs.
- Children and teens who have frequent family dinners are less likely to have friends or classmates who use illicit drugs or abuse prescription drugs.

This year, TV Land, Nick at Nite and CASA hope to enlist millions of Americans to make a public statement and pledge to join loved ones for dinner on that date. **The Family Table** and CASA invite your organization to join us by encouraging your employees and constituents to pledge today.

By helping us promote **Family Day**, you can reinforce your commitment to the well being of those around you and that of their loved ones. Our efforts to encourage people to pledge will be executed in numerous ways, the cornerstone of which will be a public awareness campaign - featuring celebrated performers Jamie Lee Curtis and George Lopez - who will appear in on-air promotions running this summer through **Family Day** and capped off with a massive media push. We'd love to highlight your organization's unique or inventive ways of celebrating **Family Day** in our press efforts to recognize you as one of the leaders in making **Family Day** a top priority for everyone.

You'll be hearing more about our efforts in the coming weeks. Please consider joining us in an effort to make family dinners a priority once again. Together, we can make it happen! For more information or to make the pledge, log on to www.familytable.info or contact Nick@Nite Public Affairs at (212) 846-4333 or Nancy Gavilanes at CASA at (212) 841-5308.

Sincerely,

Larry W. Jones
President
TV Land & Nick @ Nite

Joseph A. Califano, Jr.
Chairman & President
National Center on Addiction and
Substance Abuse at Columbia University

{ JOIN US ON FAMILY DAY!
SEPTEMBER 25th, 2006
www.familytable.info }

AGENDA ITEM

Village of Carol Stream E1a 9-18-06 Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: John Svalenka, Village Planner *JS*

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

DATE: September 12, 2006

RE: **Agenda Item for the Village Board meeting of September 18, 2006**
PC/ZBA Case 06202, Carol Stream Public Library, 480 N. Kuhn Road
Special Use Permit

Ann Kennedy, Library Director for the Carol Stream Public Library, has filed an application seeking approval of a Special Use Permit for Public Service or Governmental Uses. The purpose of the application is to allow the Library to hold family oriented festivals at the former Kammes property at 480 N. Kuhn Road.

On September 19, 2005, the Village Board approved the Library's request for a waiver of the requirements of Village Code §16-15-8 so as to approve a temporary Special Use for a Fall Family Fun event, which took place on October 8, 2005. On April 17, 2006, the Village Board approved the Library's request for a waiver of the requirements of Village Code §16-15-8 so as to approve another temporary Special Use for an Arts and Crafts Fair, which took place on May 13, 2006. The Library is now requesting a permanent Special Use Permit to allow similar festivals two to four times a year.

The staff report presenting the requested Special Use Permit, with supporting documentation, was transmitted to the Village Board with the Plan Commission/Zoning Board of Appeals packet on September 8, 2006. At their September 11, 2006, meeting, the PC/ZBA recommended approval of the Special Use Permit, with conditions, by a vote of 5-0.

If the Village Board concurs with the Plan Commission recommendation, they should approve the Special Use Permit, subject to the conditions contained within the Ordinance, and adopt the necessary Ordinance.

JDS:js

T:\Planning\Plan Commission\Staff Report\2006 Staff Reports\06202.LibrarySUP.vbmemo.doc

Village of Carol Stream E16 9-18-06
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager
FROM: John Svalenka, Village Planner *AS*
THROUGH: Robert J. Glees, Community Development Director *RB*
DATE: September 12, 2006
RE: **Agenda Item for the Village Board meeting of September 18, 2006**
PC/ZBA Case 06229, Village of Carol Stream, 500 N. Gary Avenue – Municipal Code Text Amendments to §7-3-14 and §16-5-6(O)

Due to the recent growing concern regarding the threat to ash trees by the Emerald Ash Borer, staff proposes text amendments to the Village of Carol Stream Code, Chapter 7 Subdivision Code regarding the list of prohibited trees in subdivisions, and Chapter 16 Zoning Code regarding the plant list for the Gary and North Avenue Corridor Regulations.

The staff report presenting the specific text amendments was transmitted to the Village Board with the Plan Commission/Zoning Board of Appeals packet on September 8, 2006. At their September 11, 2006, meeting, the PC/ZBA recommended approval of the text amendments by a vote of 5-0. A summary of each proposed text amendment is provided below.

§16-5-6(O) ZONING CODE, GARY AND NORTH AVENUE CORRIDOR PLANT LIST

Staff proposes to remove all ash trees from the plant list in the Gary and North Avenue Corridor Regulations so as to eliminate future planting of ash trees in the Gary and North Avenue Corridor. In reviewing the plant list, staff has noticed several unrelated conflicts in the plant list and also proposes several corrections.

§7-3-14 SUBDIVISION CODE, PROHIBITED TREE LIST

Staff proposes to add all varieties of the Genus Fraxinus, which includes all ash trees, to the list of prohibited trees in new subdivisions.

The proposed language for the text amendments is contained within the Ordinance in the Village Board's packets. If the Village Board concurs with the Plan Commission recommendation, they should approve the text amendments and adopt the necessary Ordinance.

JDS:js

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: William N. Cleveland, Assistant Village Engineer
DATE: September 14, 2006
RE: Southwest Water and Sanitary Sewer Study
Award of Consultant Contract



In the spring of 2005, Engineering Services began soliciting interest in a study to provide village services to undeveloped properties on the southwest side of the Village through planned expansion. Over the past year much has changed in the scope of the study. Contaminated wells have been found in unincorporated areas, and service questions have appeared on St. Charles Road.

It was therefore decided to do a more comprehensive study to answer questions of future storage size and location, system improvements to increase flow and pressure, update the existing GIS network, and develop an estimate of capital costs and alternatives for budgeting purposes. Staff solicited proposals from three consultants: RJN Group, Inc., Baxter & Woodman, and Christopher B. Burke Engineering, Ltd. The following summarizes the estimated costs for each proposal:

<u>Consultant</u>	<u>Cost</u>	<u>Hours</u>
Christopher B. Burke Engineering Ltd.	\$49,864.28	437
Baxter & Woodman	\$47,293.00	543
RJN Group Inc.	\$41,515.00	421

All of the proposals were excellent, so staff interviewed all of the candidates to clarify questions and help in the decisions. After much deliberation, it was decided to accept the proposal from RJN Group, Inc. Factors in the decision included: knowledge of the Village's GIS and utility atlases, innovative approaches to the study, experience and accessibility.

The budget amount for this study is currently \$30,000 based on the old scope of services. As previously stated, the new scope includes service to unincorporated areas, St. Charles Road, and updating of the GIS utility atlases. Staff therefore recommends that the contract for consultant services for the Southwest Water and Sanitary Sewer Study be awarded to the RJN Group, Inc. This recommendation is pending legal approval of the agreements submitted by RJN Group. Sufficient funds exist in the Engineering Services Consultant account.

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

AGREEMENT
BETWEEN
VILLAGE OF CAROL STREAM, ILLINOIS

AND

RJN GROUP, INC.
WHEATON, ILLINOIS

THIS AGREEMENT made this ____ day of September 2006 by and between the Village of Aurora, Illinois, hereinafter called OWNER and RJN GROUP, INC., with an office in Wheaton, Illinois, hereinafter called ENGINEER.

WHEREAS, the OWNER desires to retain the professional services of the ENGINEER for a project generally described as the "Study of Water and Sanitary Needs for the SW Area".

WHEREAS, the ENGINEER desires to perform such services to the OWNER in accordance with the terms and conditions of the AGREEMENT;

NOW, THEREFORE, in consideration of the above recitals, the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

Section I - Basic Services of ENGINEER

The specific services which the ENGINEER agrees to furnish are as indicated in the Attachment A "Scope of Services" which is hereby incorporated by reference and made part of this AGREEMENT. Changes in the indicated Scope of Services shall be subject to renegotiation and implemented through a written Amendment of this AGREEMENT.

Section II - Future Services of ENGINEER

The ENGINEER is available to furnish and perform, under an Amendment or a separately negotiated agreement, future services to supplement this work.

Section III - Schedule of Services

A. Completion Time

For those services described in Section I, the ENGINEER shall make every reasonable effort to schedule manpower and service elements in a diligent manner. It is recognized by both parties that actions of regulatory agencies and/or others may affect the final project schedule.

The services described shall be performed as weather and other physical conditions permit. The ENGINEER shall not be liable to the OWNER, if delayed in, or prevented from performing the work as specified herein through any cause or causes beyond the control of the ENGINEER and not caused by his own fault or negligence. Attachment B "Schedule of Services" is hereby incorporated by reference and made part of this AGREEMENT.

Section IV - Payment for Services

Payment to the ENGINEER shall be made as follows:

A. Payment for Services

The OWNER recognizes that time is of the essence with respect to payment of the ENGINEER's invoices, and that timely payment is a material part of the consideration of this AGREEMENT.

Payment for services rendered shall be made to the ENGINEER at the end of each month's billing cycle upon presentation of the ENGINEER's monthly statement and approval of payment by the City of Aurora Council. ENGINEER will provide to the OWNER a detailed statement of tasks by classification and reimbursement expenses. Total payment shall not exceed aforesaid amounts without prior authorization by the OWNER.

If the OWNER objects to all or any portion of an invoice, the OWNER shall so notify the ENGINEER within ten (10) calendar days of the date that said invoice was received by OWNER'S representative, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute.

OWNER has the right to appeal or ask for clarification of any ENGINEER's billing within ten (10) days of date of OWNER'S receipt of billing.

Section V - Services to be Provided by the OWNER

A. Authorization to Proceed

The OWNER shall authorize the ENGINEER to proceed prior to the ENGINEER starting work by written authorization delivered to ENGINEER. ENGINEER shall promptly begin work pursuant to the Agreement upon being so authorized.

B. Access to Facilities and Property

The OWNER shall make its system facilities and properties available and accessible for inspection by ENGINEER and arrange for access to make all provisions for the ENGINEER to enter upon public property as required for the ENGINEER to perform his services upon reasonable notice to OWNER.

C. Prompt Notice

The OWNER shall give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the service or work of the ENGINEER or Contractors in order that the ENGINEER may take prompt, effective measures, which in the ENGINEER's opinion, will minimized the consequences of a defect.

D. Compensation of a Cost Not to Exceed

For basic services, as enumerated in Section I, the OWNER shall pay the ENGINEER a maximum not to exceed cost of \$ 41,515. In the event that cost of basic services to be provided by ENGINEER and as defined in Attachment A hereto, exceed the said maximum cost, ENGINEER will still continue to provide said basic services to OWNER as so defined without further cost to OWNER. Payments as described hereinafter shall represent full compensation to the ENGINEER for all payroll costs, expenses, current overhead, profit, and all other costs in connection with the performance of these services. The ENGINEER, if requested, shall provide documentation to the OWNER of all costs in connection with the performance of these services, and as further described in Attachment C.

E. Changes of Scope

In the event additional services are required through changes in the scope of the Project, or other unusual or unforeseen circumstances are encountered, or for other consulting services, ENGINEER shall, upon written authorization by the OWNER, perform the additional services as mutually agreed by both parties by supplemental agreement. If renegotiated terms cannot be agreed to, the OWNER agrees that additional services shall be charged at the rates set forth in Attachment C.

Section VI - Construction Cost and Opinions of Cost

- A. The ENGINEER shall submit to the OWNER an opinion of the probable cost required to construct work recommended, designed, or specified by the ENGINEER. The ENGINEER is not a construction cost estimator or construction contractor, nor should the ENGINEER's act of rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. The ENGINEER's opinion will be based solely upon its own experience with construction. This requires the ENGINEER to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which the ENGINEER has no control. Given the assumptions which must be made, the ENGINEER cannot guarantee the accuracy of its opinions of cost, and, in recognition of that fact, the OWNER waives any claim against the ENGINEER relative to the accuracy of the ENGINEER's opinion of probable construction cost. If prior to the Bidding or Negotiation Phase, OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator.

Section VII - General Considerations

A. Standard of Practice

Services performed by the ENGINEER under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

B. Survival

All obligations arising prior to the termination of this AGREEMENT and all provisions of this AGREEMENT allocating responsibility or liability between the OWNER and the ENGINEER shall survive the completion of the services hereunder and the termination of this AGREEMENT.

C. Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the ENGINEER as instruments of service shall remain the property of the OWNER. The ENGINEER shall retain these records for a period of five (5) years following submission of his or her report, during which period they will be made available to the OWNER at all reasonable times. At OWNER'S request, all said documents and data as referred to herein shall be given to OWNER by ENGINEER without cost to OWNER except for reasonable cost for reproduction.

D. Certification

During the course of construction, the ENGINEER may be called upon to determine the degree to which certain design conditions have been achieved by contractors. In performance of this work, the ENGINEER will use sampling procedures, that is, selected portions of the work will be subject to close review and/or testing and the results observed will be inferred to exist in other areas not sampled. Although such sampling procedures shall be conducted by the ENGINEER in accordance with commonly accepted procedures consistent with applicable standards of practice, the OWNER understands that such procedures indicate actual conditions only where sampling is performed, and that, despite proper implementation of sampling and/or testing procedures, and despite proper interpretation of their results, the ENGINEER cannot assure the existence of conditions which the ENGINEER infers to exist. Since a certification that certain conditions exist comprises an assurance of such conditions' existence, the OWNER agrees that it would be improper for the ENGINEER to certify that certain conditions exist when the ENGINEER cannot assure they exist. Accordingly, the OWNER shall not require the ENGINEER to sign any certification, no matter by whom requested, that would result in the ENGINEER certifying the existence of conditions whose existence the ENGINEER cannot assure. The OWNER also agrees that the OWNER shall not make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's certifying the existence of conditions whose existence the ENGINEER cannot assure.

E. Buried Utilities and Subsurface Risks

The ENGINEER will conduct the research that in its professional opinion is necessary to locate utility lines and other man-made objects that may exist beneath the site's surface. The OWNER recognizes that the ENGINEER's research may not identify all subsurface utility lines and man-made objects, and that the information upon which the ENGINEER relies may contain errors or may not be complete. The ENGINEER will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of utilities and other man-made objects beneath the site's surface.

The OWNER will approve the location of these penetrations prior to their being made and the OWNER will authorize the ENGINEER to proceed. The OWNER agrees to waive any claim against the ENGINEER and to defend, indemnify and hold the ENGINEER harmless from any claim or liability for injury or loss allegedly arising from the ENGINEER's damaging underground utilities or other man-made objects that were not called to the ENGINEER's attention or which were not properly located on plans furnished to the ENGINEER for any time spent or expenses incurred by the ENGINEER in defense of any such claim, in accordance with the ENGINEER's prevailing fee schedule and expense reimbursement policy.

The OWNER recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with the appropriate equipment and experienced personnel under the direction of a trained professional who functions in accordance with a professional standard of practice may fail to detect certain conditions, because they are hidden and therefore cannot be considered in development of a subsurface exploration program. For similar reasons, actual environmental, geologic and geotechnical conditions that the ENGINEER properly inferred to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and the OWNER recognizes that, because of natural occurrences or direct or indirect human intervention at the site or a distance from it, actual conditions discovered may quickly change. The OWNER realizes that nothing can be done to eliminate these risks altogether, but certain techniques can be applied to help reduce them. The ENGINEER is available to explain these risks and risk reduction methods to the OWNER but, in any event, the scope of services included with this AGREEMENT is that which the OWNER agreed to or selected in light of his or her own risk preferences and other considerations.

G. Termination of Services

This AGREEMENT may be terminated in whole or part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party. Such termination may not be effected unless the other party is given not less than 10 days written notice (delivered by certified mail, return receipt requested) of intent to terminate and an opportunity for consultation with the terminating party and 10 days to cure such substantial failure.

Irrespective of which party shall effect termination or the cause therefore, the OWNER shall within forty-five (45) calendar days of termination remunerate the ENGINEER for services rendered and costs incurred, in accordance with the ENGINEER's prevailing fee schedule and expense reimbursement policy. Service shall include those rendered to the time of termination, as well as those associated with termination itself, such as demobilizing, modifying schedules, reassigning personnel, and so on. Costs shall include those incurred to the time of termination. Such costs shall not include payments to third parties engaged by the ENGINEER for services not yet performed.

The OWNER may terminate this AGREEMENT with or without cause or reason. Upon receipt of a notice of termination from OWNER, the ENGINEER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER (subject to "Reuse of Documents" provisions) all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated by the ENGINEER in performing this AGREEMENT, whether completed or in progress.

H. Controlling Law Venue and Disputes

If any of the provisions of this AGREEMENT are invalid under any applicable statute or rule of law, they are, to that extent, deemed omitted. However, the OWNER and the ENGINEER will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision. This AGREEMENT shall be governed by the laws of the State of Illinois.

The parties agree that they shall reasonably attempt to resolve any disputes regarding the interpretation of this AGREEMENT by informal negotiation, the final resolution of which disputes shall require the agreement of both parties.

Venue for any legal action arising out of this Agreement shall be in State Court for the Sixteenth Judicial Circuit, Kane County, Illinois.

I. Successors and Assigns

The OWNER and the ENGINEER each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this AGREEMENT.

Neither the OWNER nor the ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent the ENGINEER from employing such independent consultants, associates,

and subcontractors as it may deem appropriate to assist it in the performance of services hereunder.

The ENGINEER's use of others for additional services shall not be unreasonably restricted by the OWNER provided the ENGINEER notifies the OWNER in advance. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER, and all duties and responsibilities undertaken herein will be for the sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.

J. Dispute Resolution

All claims, disputes or controversies arising from, or in relation to, the interpretation, application or enforcement of this AGREEMENT shall be decided through mediation or arbitration whichever is mutually agreed upon by OWNER and ENGINEER.

IN WITNESS THEREOF, the parties hereto have caused this AGREEMENT to be executed this _____ day of September, 2006.

For the OWNER:
VILLAGE OF CAROL STREAM, ILLINOIS

Name

Title

ATTEST:

For the ENGINEER:
RJN GROUP, INC.



Name

PRINCIPAL

Title

Attachment A - Scope of Services
Attachment B - Schedule of Services
Attachment C - Engineering Costs

Attachment A
Scope of Services

The scope of services for the project was outlined in two proposal letters. The original proposal was dated July 7, 2006, and the second was dated August 21, 2006 both of which are attached hereto.

July 7, 2006

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

Subject: Southwest Area Water and Sanitary Sewer Infrastructure Study
Engineering Proposal

Dear Mr. Knudsen:

RJN is pleased to submit this proposal for your consideration. This proposal is based on the RFP dated June 22, 2006, and our knowledge of the area based on discussions with Village staff in the past. As requested, we have prepared a project understanding, project approach, schedule, project team member resumes, and proposed fee breakdown for your review.

Project Understanding

The Village has prepared a Southwest Planning Area Development Study (SPADS) which recommends that a study be performed to identify the Village's water and sewer infrastructure needs in the southwestern planning limits of the Village. Intergovernmental boundary agreements have been developed with West Chicago and Winfield for this area. The area is expected to experience residential development combined with some light commercial and research & development (20% office and 80% warehouse) development. The Future Land Use Plan (FLUP) delineates these areas.

An assessment of the existing and proposed infrastructure requirements for this area is needed so that future infrastructure improvements can be identified. There is reason to believe that groundwater contaminated with vinyl chloride is traveling into the study area which affects the wells and the anticipated need for a water distribution system in the area. DuPage County has requested that the Village consider if it can serve Wayne Woods which is beyond the existing boundary agreements. For the purposes of this proposal, we are assuming that environmental work that might be needed would be conducted as part of a separate contract.

Mr. James T. Knudsen, P.E.

July 7, 2006

Page Two

Based on the FLUP, NIPC, and other resources, the future growth population equivalent will be established. With a population equivalent, the future demands for both the water system and the sanitary sewer system may be estimated. In addition, consideration will be made for high volume water users during peak demand periods.

Project Approach

Water Distribution System

During the summer of 2005, it was very dry, and the water level in the elevated storage tank located at Lies Road and Morton Road dropped nearly to the bottom of the tank during most days because of the increased demand for water. Therefore, it is anticipated that some sort of a storage facility may be required in the Southwestern portion of the Village to address future water demands. To determine the answer to this and other questions, a model of the water distribution system will be required.

The Village intends to provide an ArcGIS geodatabase that will include water main lines, valves, fire hydrants, wells, pumping stations, pressure stations, tanks, and reservoirs. Also to be provided will be a water main attribute table that will include a unique ID for each line segment, pipe diameter, and segment length.

Using the geodatabase information to be provided by the Village, RJN will develop an ArcGIS Geometric Network for the GIS water system feature classes which will include water mains, water nodes, and water valves. The network will be used to model the system. The final augmented geodatabase (geometric network) will be provided as a deliverable at the end of the project.

We are proposing that, rather than creating a model network with all of the lines in the model, instead the model could be a skeletal network of lines generally 10 inches in diameter and larger. In addition, it would be appropriate to have smaller lines in the model in the southwest region where the growth is anticipated. There may be a need to update the lines in key areas such as between Kuhn Road and Gary Avenue in the GIS before we do the model runs.

We propose that a public domain water distribution model called EPANET2 be used for this project. Using this model will allow the Village to have a copy in house at no cost. This will give the Village the flexibility it might need in the future should it happen to need an electronic database from the model.

Mr. James T. Knudsen, P.E.

July 7, 2006

Page Three

If available, large water user data (>5% of the total demand) will be input into the model to simulate peak demands on the system. It is our understanding that surface contour maps, with two foot accuracy, are available for the entire Village. These maps will be used to help estimate the elevation of the water mains by assuming that they are all approximately 5 feet deep.

The specific tasks to be conducted are as follows:

- Meet with staff to review and confirm the intent and scope of the study and collect relevant project information and data.
- Review the provided information and data.
- Evaluate the existing system capacity and demands in terms of water pressure during peak usage and the impact of fire demand.
- Project population demands and estimate water usage demands for the ultimate conditions as defined in the SPADS.
- Develop an existing GIS network for the GIS water system feature classes that would include lines, valves, hydrants, wells, pumping and pressure stations, tanks, and reservoirs. This will be a deliverable. The Village will provide the ArcGIS geo-data base.
- Collect the necessary hydrostatic and flow test data to properly calibrate the model. Assume 15 flow tests will be performed with the Village providing one employee to assist with the tests.
- Calibrate the EPANET2 water distribution model, to provide consistent data based on the 15 flow tests.
- Run the model for both average day and peak day demand.
- Using the model results to evaluate if the existing system can meet the future demands including; piping, pumping and storage on system pressures and fire flows.
- Analyze the results and determine best sizing and locations for future infrastructure piping, pumping, and storage.
- Meet with staff to discuss results and help define alternatives.
- Run up to 4 model alternatives.
- Evaluate and provide a recommendation as to which community could best serve the properties along St. Charles Road from Pleasant Hill Road west to North Avenue. Considerations may include capital costs and maintenance costs.
- Finalize recommendations for all necessary improvements for the study area. Recommendations will include improvements that are needed to the existing system to improve supply and fire flow to existing customers based on impact of the study area.
- Verify future DuPage Water Commission allocation needs.

Mr. James T. Knudsen, P.E.

July 7, 2006

Page Four

- Provide model results in an ArcGIS (ESRI) geo-data base with each alternative being a feature class.
- Provide model of water distribution system.
- Prepare a cost estimate for the recommended improvements for each alternative.
- Prepare a report summarizing the results.
- Provide all maps and exhibits used to support the recommendations or to display the results.
- Present report to Village Staff and Board.

Sanitary Sewer System

The Village believes that the sanitary sewer lines on both sides of North Avenue are adequately sized to ultimately service the anticipated Southwestern limits of the Village. Population equivalents and some I/I will be used to estimate the peak flow requirements for the lines. In addition, it is anticipated that some flow will be rerouted south from Tall Oaks Lift Station located at the intersection of Tall Oaks Drive and Blake Court. This lift station transports flow from approximately a 20 home subdivision. It is our understanding that hourly readings are kept on this lift station, and we will use them to determine the peak flow from this area. RJN will evaluate sizing requirements with either an Excel spreadsheet or by modeling with MIKE SWMM or XPSWMM.

The specific tasks to be conducted are as follows:

- Meet with Staff to review and confirm the intent and scope of the study as well as collect relevant project information and data.
- Review the provided information and data.
- Evaluate the existing system capacity and demands for average daily flow and peak flow requirements at the selected level of protection desired by the Village.
- Collect existing data available from the Village, Northeastern Illinois Planning Commission (NIPC) and other sources.
- Project population demands and estimate waste water flow rates for the ultimate conditions as defined with SPADS.
- Determine how much flow can be diverted to the existing North Avenue sanitary sewer system.
- Project preliminary route location storage and pumping station sites to provide adequate service to meet the demands of the study area.
- Determine capacities and sizes of recommended improvements.
- Evaluate and recommend which Village could best serve the properties along St. Charles Road from Pleasant Hill Road west to North Avenue.

Mr. James T. Knudsen, P.E.
July 7, 2006
Page Five

- Prepare cost estimates for all recommended improvements for each alternative. The Winfield Key Areas will be a separate cost estimate.
- Prepare a report summarizing the results.
- Provide all maps and exhibits used to support the recommendations or to display the results.
- Present the report to Village Staff and Board.

Project Schedule of Completion

The proposed work can be completed within four months from the date of the Notice to Proceed. It's our understanding that the Village desires to have the work completed by the end of the calendar year. We may be able to accelerate the schedule to complete the work by the end of the year if the Notice to Proceed is issued after September 2006.

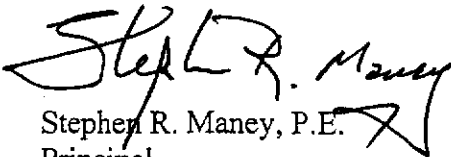
Proposed Fee


A summary of the proposed tasks, man hour breakdown, hourly rates by employee classification, overhead, and the cost not to exceed is given in Table 1.

Similar Projects and Closing

As requested, we have also enclosed some project sheets of similar projects for your review. We hope that the information provided is adequate for your purposes. Please feel free to call if you have any questions.

Very Truly Yours,
RJN Group, Inc.


Stephen R. Maney, P.E.
Principal


David Block, P.E.
Project Manager

Enclosures

eng3010

Table 1
Village of Carol Stream
Southwest Area Water and Sanitary Sewer Infrastructure Study
Proposed Fee
July 7, 2006

Task No.	Task Description	150 PD	130 PM	95 PE	80 GT	150 QC	45 CL	Total Hours	Total Cost	
Water Distribution System										
1001	Meet on scope and available information			3	3			6	\$675	
1002	Evaluate existing capacity and demands			2	4			6	\$640	
1003	Project population demands as defined in SPADS			1	4			5	\$510	
1004	Develop existing GIS network with Village's geodata base					16	2	18	\$1,580	
1005	Conduct hydrostatic flow test for model calibration (15 tests)			2	16			18	\$1,780	
1006	Calibrate water model			2	6			8	\$830	
1007	Model average day and peak day demands			4	20			24	\$2,420	
1008	Model system to determine systems ability to meet future demands			2	12			14	\$1,400	
1009	Determine sizing and locations for future infrastructure improvements			2	8			10	\$1,020	
1010	Discuss alternative improvements with Village staff			3	3			6	\$675	
1011	Run up to 4 model alternatives			4	16		2	22	\$2,340	
1012	Recommend which community should serve properties along St. Charles Road			2	4			6	\$640	
1013	Recommendations including those for the existing system			6	4			10	\$1,160	
1014	Verify future DWC allocation needs			2	2			4	\$450	
1015	Provide modeling results in an ArcGIS geodata base for each alternative					12		12	\$960	
1016	Cost estimates for each alternative			2	6		1	9	\$980	
1017	Report	1	4	16			2	4	27	\$2,670
1018	Maps and exhibits			2	4	8		14	\$1,280	
1019	Present report to Village staff and board			8	8		1	17	\$1,950	
	Subtotal	1	51	136	36	8	4	236	\$23,960	
Sanitary Sewer System										
2001	Meet on scope and available information			3	3			6	\$675	
2002	Evaluate existing capacity and demands			2	4			6	\$640	
2003	Collect available NIPC and the Village			2	4			6	\$640	
2004	Project population demands as defined in SPADS			1	2			3	\$320	
2005	Determine diversion capacity of North Avenue system			2	4			6	\$640	
2006	Project preliminary routes and sites for future demand needs			4	8			12	\$1,280	
2007	Determine capacities and sizes of recommended improvements			6	12		2	20	\$2,220	
2008	Recommend which community should serve properties along St. Charles Road			2	4			6	\$640	
2009	Cost estimates for each alternative			2	6		1	9	\$980	
2010	Winfield Key Areas cost estimate			1	1			2	\$225	
2011	Report	1	4	16			4	25	\$2,370	
2012	Maps and exhibits			2	4	8		14	\$1,280	
2013	Present report to Village staff and board			8	8		1	17	\$1,950	
	Subtotal	1	39	76	8	4	4	132	\$13,860	
Direct Expenses										
9901	Mileage								\$50	
9902	Shipping								\$10	
9903	Printing								\$50	
	Total	2	90	212	44	12	8	368	\$37,930	

The overhead rate proposed for this project is 1.63.

Proposed profit is 14%

The total multiplier applied to the actual direct hourly rates is 3.0.

Project Team

PD Project Director
 PM Project Manager
 PE Project Engineer
 GT GIS Technician
 QC Quality Control
 CL Clerical

Steve Maney
 Dave Block
 Jarek Fink-Finowicki, Jeff Frauenfelder, Cathy Morley, Vinny Bergel
 Kevin Copas
 TBD
 TBD

August 21, 2006

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

Subject: Southwest Area Water and Sanitary Sewer Infrastructure Study
Revised Engineering Proposal

Dear Mr. Knudsen:

Based on the Tuesday, August 15, 2006 interview, RJN has no need to make any revisions to our July 7, 2006 submittal. However, the Village requested that RJN provide a scope and price for an Optional Service which is provided below as follows:

Optional Services - Provide Sanitary Sewer Attributes in GIS

The Village of Carol Stream currently has the following sanitary sewer GIS layers:

- Sanitary Manhole (2,770 MH features)
- Sanitary Pipe (2,790 pipe features)
- Sanitary Lift Station (6 LS features)
- Sanitary Force Main (6 FM features)

The Village's sanitary sewer GIS layers currently have no attribute information for structure number or pipe size. The Village does have a separate sanitary annotation layer that contains structure numbers and pipe sizes.

The scope of this Optional Service is to create and populate structure number and pipe size attributes for the sanitary layers listed above. The source of the structure number and pipe size information will be the sanitary annotation layer.

The process for populating attributes is to build a linkage between each sanitary feature (MHs, pipes, LSs and FMs) and the annotation label that is nearest to it. There are a

relatively small number of sanitary features that do not have an annotation label in the GIS and hence would not be populated with a structure number or pipe size. The estimated features are as follows.

- Sanitary Manhole (2,764 MH features with a structure number, 6 features without structure numbers)
- Sanitary Pipe (2,540 pipe features with a pipe size, 250 features without pipe sizes)
- Sanitary Lift Station (5 LS features with a structure number, 1 feature without structure numbers)
- Sanitary Force Main (2 FM features with a pipe size, 4 features without a pipe size)

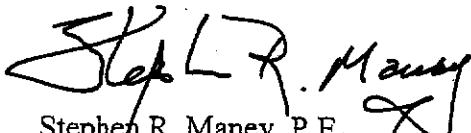
The deliverables will be four ESRI geodatabase feature classes, one for each of the four sanitary GIS layers listed above. Each feature class will be populated with either a structure number or pipe size attributes for the quantity of features with annotation labels listed above.


The level of effort required to obtain and enter the features that do not have annotation labels, from a practical standpoint is difficult to estimate. The hours required to provide a list of the data needed, and the time that may be required to obtain the information can not be accurately estimated today. As a result, it can not be accurately priced, so it has not been included in the cost. If the Village can compile this information in the future, we would be happy to submit a proposal for this work.

At its option, the Village may decide to add this optional work to our originally proposed scope of work for an additional fee of \$3,585. A breakdown of the man hours and cost for this optional work is provided on the enclosed table.

We hope that the Village finds our proposal to be satisfactory, and we look forward to the possibility of working with you and your fellow Village staff members on this project. Please feel free to call if you have any questions.

Very Truly Yours,
RJN Group, Inc.


Stephen R. Maney, P.E.
Principal


David Block, P.E.
Project Manager

Enclosure

Table 1
Village of Carol Stream
Southwest Area Water and Sanitary Sewer Infrastructure Study
Optional Services - Provide Sanitary Sewer Attributes in GIS
August 21, 2006

Task No.	Task Description	150	130	95	80	50	150	45	Total Hours	Total Cost
		PD	PM	PE	GT1	GT2	QC	CL		
Optional Services - Provide sanitary sewer attributes in GIS										
3001	Import and review the current GIS feature classes								9	\$805
3002	Create structure number and pipe size data fields		2	3	2	2			5	\$280
3003	Build linkage between sanitary features and nearest annotation label				1	4			9	\$480
3004	Populate attributes and create deliverables				1	8			13	\$680
3005	Quality control deliverables			3	4	8	2		17	\$1,305
Direct Expenses										
9901	Mileage									\$5
9902	Shipping									\$5
9903	Printing									\$25
										\$3,685

Project Team

PD	Project Director	Steve Maney
PM	Project Manager	Dave Block
PE	Project Engineer	Jarek, Jeff Frauenfelder, Cathy Morley, Vinny Bergel
GT1	GIS Technician 1	Kevin Copas
GT2	GIS Technician 2	Matt Boyle, Scott Bradbury
QC	Quality Control	TBD
CL	Clerical	TBD

Attachment B
Schedule of Services

This schedule of services supercedes the schedule provided in the proposal letter dated July 7, 2006. The work will be completed within four months from the date of Notice to Proceed.

Attachment C
Engineering Costs

The original pricing was included in the Proposal dated July 7, 2006, and pricing for the optional GIS services were quoted in a letter dated August 21, 2006 both of these proposal letters are included in Attachment A. The total fee including the optional services is \$41,515.


AGENDA ITEM

G-2 9-18-06

Village of Carol Stream

Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: James T. Knudsen, Director of Engineering Services 

DATE: September 12, 2006

RE: Judith & Riviera Court Public Water Service

In January of 2006 the Village first learned from DuPage County that several wells in unincorporated DuPage County adjacent to the Village were contaminated, primarily Judith and Riviera Courts area. The primary contaminant of concern was Vinyl Chloride/Trichloroethylene (TCE), a regulated chemical by the National Primary Drinking Water Regulations and/or the Illinois Pollution Control Board. After further testing, it was reported by DuPage County that over 50% of the wells sampled in the area had detectable levels of TCE and that up to nine wells had TCE levels beyond the maximum contaminant level (MCL). Exposure to TCE beyond the MCL poses a health risk.

DuPage County and the Village both earnestly began to explore ways to provide these residents with safe potable water as quickly as possible. Several meetings were held with DuPage County staff and the residents. It was determined that DuPage County would construct a water main to serve these two Courts by connecting onto our system at Fair Oaks Road and looping back to the east at Charger Court and Jason Court.

Funding to pay for this project would come from a DuPage Water Commission (DWC) low interest (2%) loan to the Village in an amount not to exceed \$350,000 for Judith Court and \$306,000 for Riviera Court. The Village would pay DuPage County for the construction cost upon invoicing with the proceeds from DWC loan. The County would then reimburse the Village through a special service area (SSA) that was established by them without any objections. Residents would then be assessed a tax on their tax bill over a 20 year period to pay DuPage County. The costs included in the SSA are: a) the water main construction cost up to and including the b-box; b) the water system expansion fee of \$725.60 per lot; c) the inspection fee of \$15.00 per lot; d) the water service tap-on fee of \$250.00 per lot; and e) the water meter cost of \$265.94 per lot. It also includes the recapture of \$28,107.80 due the developer of Jason Court, per our annexation agreement, for the 18 lots on Riviera Court (\$1,561.54 per lot).

The residents will be responsible for hiring a contractor(s) to seal their well and to run the service line from the b-box to the house as well as install the water meter. Staff has met with the street representatives to discuss the permit

process and Community Development has developed a permit packet to help them through that process.

In order for this plan to occur several things need to happen. The Village would have to agree to enter into an Intergovernmental Agreement (IGA) with DuPage County in Connection with Supplying Water to Judith and Riviera Courts (DPC-IGA), enter into an IGA with the DWC Concerning the Implementation of Water Service to Judith and Riviera Court in Unincorporated DuPage County (DWC-IGA), and individual residents would have to sign the Application and Consent to Rules – Carol Stream Water Service User form. The County is entirely responsible for the SSA.

The DPC-IGA sets the terms and responsibilities for the Village as well as the County. The Village has agreed to establish and begin implementation procedures to obtain the residents' consent to hook up and receive public water supply.

The Village has agreed to accept the transfer of water main improvements upon a proper transfer of a Bill of Sale and accept transfer of the three permanent easements. Therefore, a resolution is required for both of these items. The acceptance of public improvements would be contingent upon review by the Village Attorney. Once the improvements and easements are transferred the Village would then be responsible for the operation and maintenance of the new system and may begin to permit the individual services for connection. The Village is responsible for the permitting and inspection of the service lines up to and including the meter.

In addition the Village is responsible for reimbursing the County from the DWC loan proceeds when invoiced. The Village will also file the loan repayment schedule.

DuPage County is responsible for the SSA to produce funds sufficient to repay the Village from the DWC loan. If the funds are not sufficient, DuPage County is still responsible to repay in full the amounts due and owing.

The County is responsible for the design, construction, acceptance and approval of payment for the installation of the water main and associated appurtenances. When the project is substantially completed the County is responsible to transfer ownership of the improvements. The Village is not obligated to make any payments to the County without the transfer of adequate title. The County is obligated to remove any and all liens and encumbrances associated to the Project and is also responsible for any cost and claims arising from injuries to persons or properties until the Village officially accepts the Project.

Lastly, the County is responsible to pay for any and all future costs associated with fence removal and/or replacement. This is only for fences within and specifically required by the easement documents.

The DWC Implemental Agreement is an IGA with the Village that enables the Village to receive a 2% low interest 20-year loan from the DWC in an amount not to exceed \$656,000. The Implemental Agreement requires the County to design, construct and pay for the water main improvements with essentially the same requirements as the DPC IGA. It also details the terms of how the loan funds are transferred and repaid by the Village.

The Application and Consent to Rules is a form by which the individual property owners apply to receive water from the Village and agree to comply with all rules, regulations and statutes (Rules) for potable water service including but not limited to water usage restrictions and shut-off rules. The Village may shut-off their water in the event the property owner fails to: 1) properly connect to our system; 2) report leaks or contamination; 3) seal any wells and provide certifications; 4) abide by all rules and regulations applicable to a Village residential water user; and 5) promptly pay water bills and any loans granted by the Village. They also cannot add another well and must make subsequent property owners aware of the Application and Consent.

The Village Attorney has reviewed and approved the three documents: DPC-GIA, DWC-IGA, and the Application and Consent form. Therefore, Staff recommends the approval of the following:

- Resolution Approving an Intergovernmental Agreement with the DuPage Water Commission Concerning the Implementation of Water Service to Judith and Riviera Courts in Unincorporated DuPage County.
- Resolution Approving an Intergovernmental Agreement Between the County of DuPage, Illinois and the Village of Carol Stream in Connection with Supplying Water to Judith and Riviera Courts.
- The Application and Consent to Rules – Carol Stream Water Service User form and to Authorize Staff to Offer Potable Water Service to Judith and Riviera Courts.
- Resolution Accepting the Transfer of Public Improvements – Judith and Riviera Courts. This approval is contingent upon the proper submittal of adequate title and the Village's official acceptance of the water main improvements.
- Resolution Accepting the Transfer of Water Main Easements – Judith and Riviera Courts.

Resolving this public health issue was accomplished not by one agency or individual. It took the combined efforts of the residents, DuPage County, DuPage Water Commission and Village Staff. All should be complimented on their cooperation and timeless commitment to successfully accomplishing this task.

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

**APPLICATION AND CONSENT TO RULES--
CAROL STREAM WATER SERVICE USER**

The Applicant certifies that he/she/it/they are the owners ("Owners") of the Property with the common street address of: _____ . This form is an application to receive water from the Village of Carol Stream ("Village") potable water system at the above-specified address and to consent to the rules instituted from time-to-time by ordinance or administrative rule of the Village, or by State statute, which provides the terms and conditions under which residential water users may receive potable water service from the Village.

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

The Owners consent to the shut-off of potable water service by the Village in the event that the Owners fail to: (1) Properly connect to the Village's system; (2) Report water leaks or any contamination; (3) Seal any water well on the Property within ninety (90) days after the connection of municipal water and not to install another well while Village water service is provided and furnish the Village with written evidence that the well has been sealed and no new wells put into service; (4) Abide by all of the rules and regulations applicable to a residential water user including but not limited to restrictions on water usage; (5) Promptly pay the water bills and the prompt payment of any Loan granted by the Village and to be utilized for initial installation costs. Water bill fees will first be applied to the Loan.

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


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

Dated: _____

OWNERS:

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: James T. Knudsen, Director of Engineering Services 

DATE: September 13, 2006

RE: Report on the Storm Water Management Program Development and Funding Study

In August of 2005 the Village of Carol Stream awarded a contract to AMEC and Clark Dietz to perform the above referenced study. The purpose of this study was to assist the Village in the development of a Storm water Management Program and to provide recommendation(s) on how to fund the Program.

Attached is the executive summary of the report, which provides a good synopsis of how the study was performed and its results. Some of the more important results include the existing program evaluation, recommendations to enhance the program and program funding.

The consultant states "The evaluation gives the Village high marks for the current status of floodplain management, infrastructure maintenance, and the implementation of a water quality program to comply with the NPDES stormwater permit." This is very encouraging because the evaluation was performed against other programs not just within DuPage County but across the country as well.

The evaluation did recommend the Village explore changing some areas of the Program. The executive summary included the following:

1. Speed up the efforts to comply with the NPDES stormwater permit,
2. Prepare a complete drainage system inventory,
3. Implement a private pond inspection program, and
4. Formalize a stormwater capital improvement program (CIP) plan.

All these recommendations will be or are under review. Staff will evaluate them against our current personnel compliment, budget constraints, Village benefit and necessity.

Village Staff examined its current funding level for our Stormwater Management Program and found it to be sufficient. This is however contingent upon several factors that could greatly influence the Program and therefore its cost. These factors include:

1. Our NPDES Phase II Permit requires the Village to establish and administer an Illicit Discharge Detection and Elimination (IDDE) Program. Additional personnel and/or equipment maybe needed depending on the level to which we are required to implement the IDDE Program.
2. We are currently in year four of the first five-year cycle of our NPDES Phase II Permit. The second cycle may have new or more stringent requirements that may financially impact the Village.
3. Other future unfunded mandates are on the horizon, which may also impact the Village. These include: total maximum daily load (TMDL) requirements, anti-degradation laws, and construction site runoff requirements.

The Village will continue to monitor and assess these factors as they change or develop. Some of these requirements are very difficult to assess their impact and may take time to fully determine their effect on the Village.

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

STORMWATER MANAGEMENT PROGRAM EVALUATION

VILLAGE OF CAROL STREAM, ILLINOIS

EXECUTIVE SUMMARY

The Village of Carol Stream provides a variety of infrastructure related services to its citizens. The Village, while 47 years young, has infrastructure that is entering the second half of its expected useful life, including water, sewer, and stormwater infrastructure. The Village decided in mid-2005 that it was time to take stock of its stormwater management program and evaluate whether or not it is providing the level of service expected by the community.

A consultant team was retained to perform an assessment of all elements of the current stormwater management program. The assessment addresses the programmatic elements, the infrastructure-related operations and maintenance programs, and the capital improvement program.

The approach that was followed was to first define the level of service provided by the current stormwater management program. This was done performing a literature review and by a series of meetings with Village staff.

The next step was to identify the criteria against which the stormwater management program would be evaluated. This was accomplished in three steps. First, a citizen stakeholder group, the "Storm Water Advisory Committee," or "SWAC," was formed. The SWAC was provided general information on stormwater management and specifics on the Village of Carol Stream stormwater program, its costs, and its drivers. Based on this information the SWAC formulated a mission statement for the program and helped the Village set program priorities to guide the evolution of the stormwater management program.

Second, a review of the maintenance programs other DuPage County communities was performed. To facilitate this review a maintenance survey was prepared and circulated to a half dozen communities. The results of the survey were compiled and used as a measuring stick against which the Carol Stream maintenance program was evaluated.

Third, an evaluation of programs from around the country was made. The programs evaluated were communities that are required to manage the quality of stormwater runoff under the National Pollutant Discharge Elimination System (NPDES) Storm Water Rules, which includes the Village of Carol Stream. This evaluation looked at the water quality control measures that are being employed by the cities and compared them to the Village's program.

Once the evaluation criteria were developed the program was evaluated and recommendations for changes (where needed) were made. The evaluation gives the Village high marks for the current status of floodplain management, infrastructure maintenance, and the implementation of a water quality program to comply with the NPDES stormwater permit.

The evaluation also found some areas where changes could be made or contemplated. These recommendations included:

1. Speed up the efforts to comply with the NPDES stormwater permit,
2. Prepare a complete drainage system inventory,
3. Implement a private pond inspection program, and
4. Formalize a stormwater capital improvement program (CIP) plan.

There were also minor recommendations made that would add value to the program but that did not represent essential program modifications.

AGENDA ITEM

Village of Carol Stream G-4 9-18-06

Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: William N. Cleveland, Assistant Village Engineer *WNC*

DATE: September 13, 2006

RE: 2006 Asphalt Rejuvenator Project - Request to Waive Bidding and Award Contract

In 2004 Engineering staff tested a new product called GSB-88 to alleviate problems of slow curing time, excessive sand, and generally messy conditions. The new product exceeded our expectations and provided the added benefit of waterproofing and an initial black color. In 2005 we did the entire project with GSB-88.

The product is proprietary and is not able to be funded through IDOT Motor Fuel Tax dollars. As such, it is also unable to be competitively bid, as only one contractor has the rights to apply the product in this area. Staff has therefore negotiated a unit price for application of the product.

We have also adjusted our application schedule due to crackfilling concerns. Rather than crackfilling in the fall, when snowplows have the potential to damage the crackfill all winter, we have moved the crackfill project to the spring so that traffic can "flatten" it during the summer. Therefore, the older crackfill and rejuvenator streets should be done in the spring. However, the new streets that have no cracks should be protected from winter freeze/thaw and salt.

At this time, Engineering is proposing to rejuvenate and seal only the streets repaved in 2005. This amounts to about a 95,000 square yard project. Midwest Tar has provided a quote of \$0.50 per square yard for 100,000 square yards to pavement rejuvenation. This is the same unit cost as quoted last year for a project less than 100,000 square yards.

Engineering staff therefore recommends that the bid process be waived and the 2006 Asphalt Rejuvenator Project be awarded to Midwest Tar Sealer Company at the negotiated unit price for a cost not to exceed \$50,000. The budget for rejuvenation is in Public Works street maintenance this year in the amount of \$204,000.

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

Attachment



MIDWEST TAR SEALER CO.

1485 E. Thorndale Ave. • Itasca, Illinois 60143 • T. 630.773.9225 • F. 630.729.3033

September 12, 2006

Village of Carol Stream
 500 N. Gary
 Carol Stream, IL 60188
 630.665.7050
 Attn: Mr. Bill Cleveland

Re: Various Streets
 Carol Stream

Dear Mr. Cleveland:

We propose to furnish labor and materials to complete the items listed below:

SEALING:
<i>GSB-88 Asphaltic Rejuvenator</i>

Clean specified area free of foreign matter such as dirt and gravel. Scrape and broom oil and grease spots. Apply the appropriate amount of GSB-88 Rejuvenator based on pre-test results. GSB-88 is a pavement rejuvenator designed to protect and restore plasticity, retard aging, and prevent loss of durability in bituminous pavement. GSB-88 protects and preserves bituminous pavement by sealing, penetrating and rebinding the asphaltic mix together. This penetrating action plasticizes the binder of the asphalt. All pavement markings that are covered by rejuvenator product will be repainted and returned to original layout by contractor. In areas where sand is applied, contractor will sweep up loose sand after product has cured.

Specification:

Pre-test pavement to determine proper application rate based on existing pavement conditions. GSB-88 Rejuvenator shall be applied at appropriate rates based on pre-test results.

Pricing Based on Quantity Applied Options Below:

100,000 Square Yard of Pavement Rejuvenation	@	\$0.50	\$50,000.00
--	---	--------	-------------

RESTRICTIONS:

- 1 . Above prices will be held through the 2006 season.
- 2 . Above quantities were provided by your organization and are estimates only. Upon completion of work, field measurements will be taken and the total cost will be actual field measurements times unit costs.
- 3 . Price above is based on minimal restriping of crosswalks or stop bars. Should quantity of striping increase we will need to add something to cover this extra expense.
- 4 . Number of trips rejuvenation price is based: Several

Thank you for the opportunity to bid this project with your organization.

Sincerely,

A handwritten signature in cursive script that reads "Skip Coghill".

Skip Coghill

If you wish to accept this proposal, please date, sign, and return one copy to above address:

Date _____

Signature _____

H-1 9-18-06

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE SALE BY PUBLIC AUCTION
OF PERSONAL PROPERTY OWNED BY THE
VILLAGE OF CAROL STREAM**

WHEREAS, in the opinion of at least a simple majority of the corporate authorities of the Village of Carol Stream, it is no longer necessary or useful to or for the best interests of the Village of Carol Stream, to retain ownership of the personal property hereinafter described; and

WHEREAS, it has been determined by the Mayor and Board of Trustees of the Village of Carol Stream to sell said personal property at the DuPage Mayors and Managers Conference public auction to be held on Saturday, October 14, 2006.

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

SECTION 1: Pursuant to 65ILCS 5/11-76-4, the Mayor and Board of Trustees of the Village of Carol Stream find that the personal property attached as Exhibit "A" now owned by the Village of Carol Stream, is no longer necessary or useful to the Village of Carol Stream and the best interests of the Village will be served by its sale.

SECTION 2: Pursuant to 65 ILCS 5/11-76-4. The Village Manager is hereby authorized and directed to sell the aforementioned personal property on Exhibit "A" now owned by the Village of Carol Stream at the DuPage Mayors and Managers Conference public auction on Saturday, October 14, 2006 at the Cypress Cove Family Aquatic Center Parking Lot, Woodridge, Illinois, to the highest bidder on said property.

SECTION 3: The Village Manager is hereby authorized and may direct the DuPage Mayors and Managers Conference to advertise the sale of the aforementioned

personal property in a newspaper published within the community before the date of said public auction.

SECTION 4: No bid, which is less than the minimum price set forth in the list of property to be sold shall be accepted except as authorized by the Village Manager or his agent.

SECTION 5: The Village Manager is hereby authorized and may direct the DuPage Mayors and Managers Conference to enter into an agreement for the said of said personal property. The Conference will charge an administrative fee, which will come out of the proceeds from the sale of surplus vehicles and equipment.

SECTION 6: Upon payment of the full auction price, the Village Manager is hereby authorized and directed to convey and transfer title to the aforesaid personal property, to the successful bidder.

SECTION 7: This ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER 2006.

AYES:

NAYS:

ABSENT:

Ross Ferraro, Mayor

ATTEST:

Janice Koester, Village Clerk

H-2 9-18-06*Village of Carol Stream*

Interdepartmental Memo

DATE: September 8, 2006

TO: Joseph Breinig, Village Manager

FROM: Christopher Oakley, Asst. to the Village

RE: 2nd Amendment to the Annexation Agreement for the Recycle America/IPF

In reviewing the 2004 Solid Waste report published by the Department of Environmental Concerns, I discovered that recycling materials were being transferred by Waste Management Ind. from their Recycle America facility located at 550 Center Ave. to their single-stream materials recovery facility in Grayslake. I brought this concern to your attention and it was decided to have a thorough legal review on whether this practice violates the Illinois Solid Waste Management Act as well as the annexation agreement for the subject property. The findings of legal counsel was that the current practice of transferring unprocessed material from the Recycle America facility was neither a transfer station as defined by 35ILCS G1(k) Part 840 pertaining to recycling facilities nor in conflict with the terms and provisions of the annexation agreement with the Village.

Legal counsel advised that we draft an amendment to the annexation agreement that would clarify that materials that arrive on site and subsequently transferred and processed elsewhere will be included in the tonnage throughput for purposes of calculating the annual host community benefit payment to the Village. I have attached the legal counsel's written recommendation, an ordinance and a draft amendment to the annexation agreement for the IPF/Recycling Americas facility for the Village Board's consideration at their upcoming September 18th meeting. Should you have any questions or concerns regarding this matter, contact me at your earliest convenience.

LAW OFFICES

ANCEL, GLINK, DIAMOND, BUSH, DiCIANNI & ROLEK, P.C.

DUPAGE COUNTY OFFICE
511 WEST WESLEY STREET
WHEATON, ILLINOIS 60187
(630) 682-4047
(312) 782-0943 FAX

KANE COUNTY OFFICE
29 NORTH RIVER STREET
BATAVIA, ILLINOIS 60510
(630) 761-1676
(630) 408-6363 FAX

140 SOUTH DEARBORN STREET
THE MARQUETTE BUILDING
SIXTH FLOOR
CHICAGO, ILLINOIS 60603
(312) 782-7606
(312) 782-0943 FAX
WWW.ANCELGLINK.COM

LAKE COUNTY OFFICE
415 W. WASHINGTON STREET, SUITE 202
WAUKEGAN, ILLINOIS 60085
(847) 244-8682
(847) 244-8671 FAX

MCHENRY COUNTY OFFICE
4 EAST TERRA COTTA AVENUE
CRYSTAL LAKE, ILLINOIS 60014
(815) 477-8980
(847) 244-8671 FAX

DERKE J. PRICE
CHICAGO OFFICE / EXT. 152
DPRICE@ANCELGLINK.COM

March 21, 2005

Via Fax

Mr. Chris Oakley
Village of Carol Stream
500 North Gary Avenue
Carol Stream, Illinois 60188

Re: Recycle America Property

Dear Chris:

Enclosed is a memorandum from Shaw Emcon analyzing, from an operations perspective, the current situation and method of transfer taking place at the Recycle America facility, 550 Center Avenue, Carol Stream. As you will see, on the basis of the facts as known, Shaw concludes that the operation of the Facility by Waste Management is and remains that of a recycling facility or center—which is something other than a transfer station. My review of those facts and the relevant statutes, together with Shaw's appraisal of the operation, leads me to the same opinions: 1) No local siting or state permit is required for the facility (rather, the annexation agreement and local zoning control); and 2) the bulk transfer of recyclables does not violate the terms of the annexation agreement as amended.

We further concur in their recommendations concerning proposed amendments to the annexation agreement. We recommend amending the agreement as follows: "As used throughout this Agreement, including all amendments thereto, and including but not limited to matters pertaining to the calculation of fees due to the Village, 'the processing of recyclable materials' shall include the bulk transfer of segregated recyclables from the IPF Site to one or more recycling facilities and/or the end market for recyclable goods. It remains impermissible to use the facility to transfer materials (other than incidental waste) to landfills, transfer stations, or other disposal facilities."

Should you require any further assistance, please do not hesitate to contact me.

Very truly yours,


Derke J. Price

cc: Joe Breinig
Stewart H. Diamond

SECOND AMENDMENT TO AN ANNEXATION AGREEMENT
BETWEEN THE COUNTY OF DUPAGE, VILLAGE OF CAROL STREAM,
RIDGE REALTY, AND WASTE MANAGEMENT OF ILLINOIS, INC.

THIS SECOND AMENDMENT TO AN ANNEXATION AGREEMENT is entered into this ____ day of _____, 2005, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter the "County"), Ridge Realty (generally referred to as the "Owner"), Waste Management of Illinois, Inc. (generally referred to as the "Tenant"), and the Village of Carol Stream, an Illinois Municipal Corporation with offices at 500 North Gary Avenue, Carol Stream, Illinois (hereinafter the "Village").

RECITALS

WHEREAS, the County of DuPage and the Village of Carol Stream entered into an Annexation Agreement dated the 13th day of March, 1989, which became effective on May 31, 1990; and

WHEREAS, that Annexation Agreement dealt with the annexation and development of an Intermediate Processing Facility and Drop-Off Center (hereinafter referred to as the "IPF"); and

WHEREAS, the County sold its interest to Ridge Realty which, in turn, leased the IPF to Waste Management; and

WHEREAS, Waste Management has altered its operations at the IPF to perform more bulk transfer of segregated recyclables to other recycling facilities and/or the end market for recyclable goods; and

WHEREAS, Waste Management is not transferring materials (other than incidental waste) from the IPF to landfills, transfer stations, or other disposal facilities and wishes to reaffirm its duty not to engage in such activities at the IPF; and

WHEREAS, the Village wishes to formally recognize that the bulk transfer of segregated recyclables to other recycling facilities and/or the end market for recyclable goods is under the jurisdiction of the Village, permitted under the terms of the Annexation Agreement, as amended, and does not require a state permit; and

WHEREAS, this Second Amendment and the Annexation Agreement and the First Amendment to which it is a further amendment shall bind all future owners and tenants of the IPF property and/or facility; and

WHEREAS, the Village, through its home rule powers, intends to fully exercise its authority to permit it to amend the terms of this Annexation Agreement and/or its authority to enter into agreements between an municipality and an owner or user of land relating to the future development or redevelopment of a parcel which, having been annexed, is contained within the Village and is fully subject to the Village's authority to utilize its home rule powers over its government and affairs;

WHEREAS, the Mayor and Village Board held a public hearing on this proposed Amendment to the Annexation Agreement on _____, 2005.

NOW, THEREFORE, in consideration of the foregoing preambles and the premises and mutual covenants contained herein, the parties agree that:

1.0 PREAMBLES INCORPORATED BY REFERENCE:

The foregoing preambles are incorporated herein as though fully set forth.

2.0 CONTINUATION OF THE TERMS OF PRIOR AGREEMENTS:

Except as modified within this Second Amendment, the Annexation Agreement and the First Amendment shall continue in full force and effect.

3.0 MODIFICATIONS:


Section 5.1 is hereby amended by adding the following language to the end:

"As used throughout this Agreement, including all amendments thereto, and including but not limited to matters pertaining to the calculation of fees due to the Village under Section 11.3 as amended, 'the processing of recyclable materials' and "process recyclables" shall include the bulk transfer of segregated recyclables from the IPF Site to one or more recycling facilities and/or the end market for recyclable goods. It remains impermissible to use the facility to transfer materials (other than incidental waste) to landfills, transfer stations, or other disposal facilities or to use the land subject to this Agreement as a transfer station or for the receipt of any liquid or solid waste."

WHEREFORE the parties have executed this Second Amendment this ____ day

of _____, 2005.
Ridge Carol Stream, L.L.C.
By: RIDGE REALTY Group, L.L.C.


VILLAGE OF CAROL STREAM,
An Illinois municipal corporation,

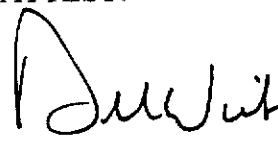
By: 
ATTEST: James G. Martell, Mg. Member.

By: _____
Ross Ferraro, Mayor

Village Clerk

WASTE MANAGEMENT OF ILLINOIS, INC.

By: 
ATTEST: Vice President



Assistant Secretary

Chris Oakley

From: Diamond, Stewart [SDiamond@ancelglink.com]
Sent: Friday, August 25, 2006 4:49 PM
To: Chris Oakley
Subject: RE: 2nd Amendment to IPF Annexation Agreement

Thelanauge is just fine.

SHD

Stewart H. Diamond
Partner
Ancel, Glink, Diamond, Bush,
DiCianni & Krafthefer, P.C.
140 South Dearborn Street, 6th Floor
Chicago, IL 60603
(P) (312)782-7606 Ext. 109
(F) (312)782-0943
www.ancelglink.com

-----Original Message-----

From: Chris Oakley [mailto:COAKLEY@carolstream.org]
Sent: Thursday, August 24, 2006 4:19 PM
To: Diamond, Stewart
Subject: 2nd Amendment to IPF Annexation Agreement

Stu:

Let me know if things are in order regarding the 2nd amendment to IPF annexation agreement. I will need to put together a notice of public hearing in advance of the Sept. 18th meeting. I faxed over the items last week.

Chris Oakley

The information contained in this communication is confidential, may be attorney-client privileged, may constitute privileged information, and is intended only for the use of the addressee. It is the property of Ancel, Glink, Diamond, Bush, DiCianni & Krafthefer, P.C. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please do not read it and notify us immediately by return e-mail at SDiamond@ancelglink.com. We may ask you to destroy this communication and all copies thereof, including all attachments.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SECOND AMENDMENT TO AN ANNEXATION AGREEMENT BETWEEN THE COUNTY OF DUPAGE, THE VILLAGE OF CAROL STREAM, RIDGE REALTY AND WASTE MANAGEMENT OF ILLINOIS, INC. INTERMEDIATE PROCESSING FACILITY (11 ACRES, 550 CENTER AVENUE).

WHEREAS, the County of DuPage, owner of approximately 11 acres located on the north side of Fullerton Avenue, west of Schmale Rd. and east of Gary Avenue, commonly known as 550 Center Avenue, Carol Stream, IL 60188 such property being legally described in the Section 1 of this Ordinance, has petitioned the Village of Carol Stream to revise the terms & conditions of the aforementioned agreement to clarify that the processing of recyclable materials includes the bulk transfer of segregated recyclables from the IPF site to one or more recycling facilities or directly to the commodities market for post consumer recyclables; and,

WHEREAS, the Village Board of Trustees, pursuant to proper legal notices, has held public hearings regarding the annexation and zoning of this property as well as amendments to the annexation agreement; and

WHEREAS, an amendment to the annexation agreement has been drafted and found acceptable by the parties hereto.

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

SECTION 1: That the Mayor and Village Clerk are hereby authorized to execute an amendment to the annexation regarding the property at 550 Center Ave. The annexation agreement amendment is made a part of this Ordinance as Exhibit "A".

LEGAL DESCRIPTION:

Lot 1 in the Intermediate Processing Facility No. 1 Subdivision, being a subdivision in the southwest quarter of Section 28, Township 40 North, Range 10, East of the Third Principal

Meridian, according to the plat recorded on December 13, 1990 as Document R90-169544, in DuPage County, Illinois.

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.

PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER 2006.

AYES:

NAYS:

ABSENT:

Ross Ferraro, Mayor

ATTEST:

Janice Koester, Village Clerk

ORDINANCE NO. _____

H-3 9-18-06

**AN ORDINANCE GRANTING A SPECIAL USE FOR
PUBLIC SERVICE OR GOVERNMENTAL USES
(480 N. KUHN ROAD)**

WHEREAS, Ann Kennedy, Library Director for the Carol Stream Public Library has requested approval of a Special Use Permit in accordance with Section 16-8-1 (C)(2)(g) of the Carol Stream Zoning Code to allow family oriented festivals on the property located at 480 N. Kuhn Road, two to four times per year in the R-1 One-Family Residence District; and

WHEREAS, pursuant to proper legal notice, on September 11, 2006, the Combined Plan Commission/Zoning Board of Appeals considered this request for a Special Use Permit and has determined that it would not pose a negative effect on property values in the area nor will it be unreasonably detrimental to the public health, safety or general welfare; and

WHEREAS, the corporate authorities find that the granting of this special use for family oriented festivals two to four times per year would not be inconsistent with surrounding uses nor be contrary to the intent of the Zoning Ordinance of the Village, provided certain conditions are met.

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

SECTION 1: That the property legally described Section 1 of this Ordinance, commonly known as 480 N. Kuhn Road, be granted a special use for Public Service or Governmental Uses at this location provided the following conditions are met:

1. That all sales tax accrued by the events shall be booked to the Village of Carol Stream.

2. That not more than four separate one-day events may be held in any calendar year.
3. That two-handicapped parking spaces be maintained on the asphalt in front of the barn.
4. That this Special use Permit is for the purpose of conducting periodic events as identified herein, and that any expansion of the use shall require approval of an amendment to the Special use Permit.
5. That the use shall comply with all state, county and Village codes and requirements.

LEGAL DESCRIPTION:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, AND THAT PART OF THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 40 NORTH RANGE 10, EAST OF THE THIRD PRICIPAL MERIDIAN, DESCRIBED BY BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER AND RUNNING THENCE SOUTH 0 DEGREES, 6 MINUTES EAST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, 573.11 FEET: THENCE SOUTH 87 DEGREES, 04 MINUTES. 48 SECONDS WEST ALONG A LINE THAT INTERSECTS THE WEST LINE OF SAID NORTHWEST QUARTER AT A POINT THAT IS 573.83 FEET SOUTH OF THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER (AS MEASURED ALONG THE WEST LINE THEROF) 519.39 FEET: THENCE NORTH 0 DEGREES 03 MINUTES, 24 SECONDS WEST 674.93 FEET TO A POINT ON A LINE PARALLEL WITH AND 336.0 FEET SOUTH, MEASURED ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, ON AN OLD LINE OF MONUMENTATION AND OCCUPATION ON THE SOUTH LINE OF LUENHAGEN FARM. SAID POINT BEING ON LINE PARALLEL WITH AND 519.38 FEET WEST OF SAID EAST LINE. AS MEASURED PARALLEL WITH SAID OLD LINE OF MONUMENTATION AND OCCUPATION: THENCE NORTH 87 DEGREES 04 MINUTES, 13 SECONDS EAST, PARALLEL WITH SAID OLD LINE OF MONUMENTATION AND OCCUPATION 519.38 FEET TO SAID EAST LINE OF SAID SOUTHWEST QUARTER: THENCE SOUTH 0 DEGREES, 11 MINUTES WEST ALONG SAID EAST LINE, 101.89 FEET TO THE POINT OF BEGINNING, IN BLOOMINGDALE TOWNSHIP, IN DUPAGE COUNTY, ILLINOIS.

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

Ordinance, or within such extension of time as may be granted by the corporate authorities by motion.

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

PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER 2006.

AYES:

NAYS:

ABSENT:

Ross Ferraro, Mayor

ATTEST:

Janice Koester, Village Clerk

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

(Date)

(signature)

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 7 OF THE SUBDIVISION CODE AND CHAPTER 16 OF THE ZONING CODE OF THE VILLAGE OF CAROL STREAM

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

SECTION 1: That Chapter 16, Article 5, Section 6(O) of the Carol Stream Zoning Code pertaining to the Plant List in the Gary and North Avenue Corridor Regulations is hereby amended as follows:

§16-5-6(O) – GARY AND NORTH AVENUE CORRIDOR REGULATIONS.

(O) *Plant list.* This division presents common plant types and their corresponding point values. This division shall be used to determine landscaping point values as required by the Zoning Code. Point values for plant types that do not appear in this division shall be considered on a case by case basis.

Shade Trees (225 points per tree)

Botanical Name	Common Name	*Salt
Tolerance		
Acer Plantanoides	Norway Maple	T
Acer Rubrum	Red Maple	I
Acer Saccharum	Sugar Maple	I
Acer Saccharum "Columnare"	Columnar Sugar Maple	I
Acer Saccharum "Green Mountain"	Green Mountain Sugar Maple	I
Acer Saccharum "Wright Brothers"	Wright Brothers Sugar Maple	I
Aesculus Glabra	Ohio Buckeye	S
Aesculus Hippocastatum	Horsechestnut	S
Betula Nigra	River Birch	T
Celtis Occidentalis	Hackberry	T
Fraxinus Americana "Autumn Purple"	Autumn Purple Ash	T
Fraxinus Americana	White Ash	T
Fraxinus Pennsylvanica "Marshall"	Marshall Ash	T
Fraxinus Quadrangulata	Blue Ash	T
Ginkgo Biloba	Ginkgo	T
Gleditsia Triacanthos "Inermis"	Thornless Honeylocust	T
Gynocladus Dioicus	Kentucky Coffee Tree	T
Larix Decidua	European Larch	T
Liriodendron Tulipifera	Tulip Tree	S
Phellodendron Amurense	Amur Corktree	S
Pyrus Calleryana "Chanticleer"	Chanticleer Flowering Pear	S
Pyrus Calleryana "Redspire"	Redspire Flowering Pear	S
Pyrus Calleryana "Whitehouse"	Whitehouse Flowering Pear	S

Quercus Bicolor	Swamp White Oak	T
Quercus Ellipsoidalis	Hills Oak	T
Quercus Macrocarpa	Bur Oak	T
Quercus Robur	English Oak	T
Quercus Rubra	Red Oak	T
Quercus Velutina	Black Oak	T
Tilia Americana	American Linden	I
Tilia Americana "Fastigiata"	Pyramidal American Linden	I
Tilia Americana "Redmond"	Redmond Linden	I
Tilia Cordata	Little Leaf Linden	I
Tilia Cordata "Chancellor"	Chancellor Linden	I
Tilia Cordata "Glenleven"	Glenleven Linden	I
Tilia Cordata "Olympic"	Olympic Linden	I
Tilia X Euchlora	Crimean Or Redmond Linden	I
Tilia Platyphyllos	Big-Leaf Linden	I
Tilia Vulgaris	European Linden	I
Taxodium Distichum	Baldcypress	T
Zelkova Serrata	Zelkova	S
Zelkova Serrata "Greenvase"	Greenvase Zelkova	S

Ornamental Trees (250 Points per tree)

Botanical Name	Common Name	*Salt
Tolerance		
Acer Ginnala	Amur Maple	T
Amelanchier Canadensis	Juneberry	T
Cercis Canadensis	Eastern Redbud	S
Cornus Alternifolia	Pagoda Dogwood	S
Cornus Mas	Cornelian Cherry Dogwood	S
Crataegus Crusgalli	Cockspur Hawthorn	S
Crataegus Crusgalli "Inermis"	Thornless Cockspur Hawthorn	S
Crataegus Phaenopyrum	Washington Hawthorn	S
Crataegus Viridis	Winter King Hawthorn	S
Magnolia Stellata	Star Magnolia	T
Malus "Adams"	Adams Crabapple	T
Malus Floribunda	Jap. Flowering Crabapple	I
Malus "Red Splendor"	Red Splendor Crabapple	I
Malus "Snowdrift"	Snowdrift Crabapple	I
Malus Sieboldi Zumi "Calocarpa"	Zumi Crabapple	T
Pyrus Calleryana "Chanticleer"	Chanticleer Flowering Pear	S
Pyrus Calleryana "Redspire"	Redspire Flowering Pear	S
Pyrus Calleryana "Whitehouse"	Whitehouse Flowering Pear	S
Syringa Japonica	Japanese Tree Lilac	T
Viburnum Prunifolium	Blackhaw Viburnum	T

Evergreens (275 Points per tree)

Botanical Name	Common Name	*Salt
Tolerance		
Juniperus Chinensis	Chinese Juniper	I
Juniperus Chinensis Procumbens	Jap. Garden Juniper	I
Juniperus Communis	Common Juniper	I

Juniperus Horizontalis	Dwarf Creeping Juniper	I
Juniperus Virginiana	Red Cedar	I
Picea Glauca Densata	Black Hills Spruce	I
Pinus Nigra	Austrian Pine	I
Pinus Sylvestris	Scotch Pine	I
Taxus Spp	Yew	S

Shrubs (4 - 12 70 Points per shrub; 0-3 35 Points per shrub)

Botanical Name	Common Name	*Salt
Tolerance		
Aronia Arbutifolia	Red Chokeberry	T
Aronia Melanocarpa	Black Chokeberry	T
Berberis Thunbergii	Japanese Barberry	S
Berberis Thunbergii "Crimson"	Crimson Pygmy Barberry	S
Cornus Isanti	Isanti Dogwood	S
Cornus Racemosa	Grey Dogwood	S
Corylus Americana	American Hazelnut	I
Cotoneaster Apiculatus	Cranberry Cotoneaster	T
Cotoneaster Horizontalis	Rockspray Cotoneaster	T
Euonymus Alatus	Burning Bush	S
Euonymus Alatus Compacta	Dwarf Burning Bush	S
Forsythia "Arnold Dwarf"	Arnold Dwarf Forsythia	I
Forsythia Viridissima "Bronxensis"	Bronx Greenstem Forsythia	I
Forsythia X Intermedia	Border Forsythia	I
Hamamelis Vernalis	Vernal Witchazel	T
Hamamelis Virginiana	Common Witchazel	T
Hypericum	St. Johnswort	T
Ilex Verticillata	Winterberry Holly	S
Ligustrum Vulgare	Common Privet	S
Ligustrum X Vicary	Golden Vicary Privet	S
Lonicera Clavey	Clayey's Dwarf Honeysuckle	I
Potentilla Fruticosa	Potentilla	T
Rhus Aromatica	Fragrant Sumac	T
Rhus Glabra	Smooth Sumac	T
Rhus Typhina	Staghorn Sumac	T
Ribes Alpinum	Alpine Current	T
Spirea Bumalda "Goldflame"	Goldflame Spirea	S
Spirea Japonica "Little Princess"	Little Princess Spirea	S
Spirea Van Houttei	Van Houtt Spirea	S
Syringa Patula "Miss Kim"	Miss Kim Korean Lilac	T
Syringa Vulgaris	Common Lilac	T
Taxus Spp	Yew	S
Viburnum X Carlcephalum	Fragrant Viburnum	I
Viburnum Carlesii "Compacta"	Dwarf Koreanspice Viburnum	I
Viburnum Dentatum	Arrowwood Viburnum	I
Viburnum Lentago	Nannyberry Viburnum	I
Viburnum Trilobum	American Cranberry Bush	I
Viburnum Trilobum Compactum	Dwarf Cranberry Bush	I

Groundcover (½ Point per square feet)

Botanical Name	Common Name	*Salt
Tolerance		
Cotoneaster Adpressa	Creeping Cotoneaster	T
Cotoneaster Dammeri	Bearberry Cotoneaster	T
Cotoneaster Horizontalis	Rock Spray Cotoneaster	T
Cotoneaster Horizontalis "Hessei"	Hesse Cotoneaster	T
Euonymus Fortunei "Colorata"	Purpleleaf Wintercreeper	I
Euonymus Fortunei Vegetus	Bigleaf Wintercreeper	I
Hedra Helix	Ivy	I
Juniperus Chinensis Procumbens	Jap. Garden Juniper	I
Juniperus Chinensis Sargentii	Sargent Juniper	I
Juniperus Conferta	Shore Juniper	I
Juniperus Horizontalis	Creeping Juniper	I
Pachysandra Terminalis	Jap. Pachysandra	I
Polygonum Reynoutria	Dwarf Fleecflower	T
Rhus Aromatica "Gro-Low"	Grow-Low Sumac	T
Sedum Spurium "Dragon's Blood"	Sedum	I
Vinca Minor Bowles	Myrtle	I

Grasses (½ Point per square feet)

Botanical Name	Common Name	*Salt
Tolerance		
Calamagrostis Acutifolius "Stictus"	Feather Reed Grass	T
Deschampsia Caesptiosa	Tufted Hair Grass	S
Elymus Glaucus	Blue Lyme Grass	T
Helictotrichon Sempervirens	Blue Oat Grass	S
Miscanthus Sinensis "Gracillimus"	Maiden Grass	T
Miscanthus Sinensis Purpurascens	Purple Maiden Grass	T
Miscanthus Sinensis "Silberfeder"	Silver Maiden Grass	T
Miscanthus Sinensis "Variegatus"	Striped Eulalia Grass	T
Pennisetum Alopecuroides	Fountain Grass	T
Penn. Alopecuroides "Hamelin"	Dwarf Fountain Grass	T
Sesleria Autumnalis	Autumn Moor Grass	T
Sporobolus Heterolepsis	Prairie Drop Seed	T

Hardy Perennials/Wildflowers (½ Point per square feet)

Botanical Name	Common Name	*Salt
Tolerance		
Acorus Calamus	Sweet Flag	T
Allium Cernuum	Wild Onion	T
Amorpha Canescens	Leadplant	T
Anemone Cylindrica	Thimbleweed	T
Antennaria Sp	Pussytoes	T
Aquilegia Canadensis	Columbine	T
Asclepias Incarnata	Red Milkweed	T
Asclepias Tuberosa	Butterfly Weed	T
Aster Laevis	Smooth Aster	T
Baptisia Leucantha	White Wild Indigo	T
Callirhoe Triangulata	Poppy Mallow	T

Coreopsis Palmata	Stiff Coreopsis	T
Delphinium Tricorne	Wild Larkspur	S
Dicentra Cucullaria	Dutchman's Breeches	S
Dodecatheon Meadia	Shooting Stars	S
Echinacea Pallida	Pale Purple Coneflower	T
Echinacea Purpurea "Magnus"	Purple Coneflower	T
Eryngium Yuccifolium	Rattlesnake Master	T
Euphorbia Corollata	lowering Spurge	T
Geranium Maculatum	Wild Geranium	S
Geum Triflorum	Prairie Smoke	T
Helianthus Occidentalis	Western Sunflower	T
Hemerocallis Spp	Daylily	T
Hydrophyllum Virginianum	Virginia Waterleaf	S
Iris Virginica Shrevei	Blue Flag Iris	T
Liatris Pyscostachya	Gayfeather	T
Lilium Superbum	Turkscap	T
Lithospermum Croceum	Puccoon	T
Lupinus Perennis	Lupine	T
Mertensia Virginica	Bluebells	S
Mondarda Fistulosa	Bee Balm	T
Sparganium Eurycarpum	Large Fruited Burreed	S
Tephrosia Virginiana	Goatsrue	S
Petalostemum Purpureum	Purple Prairie Clover	T
Soldago Sp	Goldenrod	T
Uvularia Grandflora	Yellow Bellwort	S
Tradescantia Ohiensis	Spiderwort	T
Viola Pedata	Pansey Violet	T
Perovskia Atriplicifolia	Russian Sage	T
Ranunculus Rhomboideus	Prairie Buttercup	T
Rudbeckia Hirta	Black-Eyed Susan	T
Veronicastrum Virginicum	Culversroot	T
Ratibida Pinnata	Yellow Coneflower	T
Silphium Terebinthinaceum	Prairie Dock	T
Sanguinaria Canadensis	Bloodroot	S
Sisyrinchium Campestre	Blue-Eyed Grass	T
Mondarda Punctata	Spotted Bee Balm	T
Phlox Divaricata	Blue Phlox	T
Polygonum Coccineum	Marsh Smartweed	S
Sagittaria Latifolia	Arrowhead	S

*Salt Tolerance Levels: T = Tolerant I = Intermediate S = Sensitive

SECTION 2: That Chapter 7 Article 3 Section 14 of the Carol Stream Municipal Code pertaining to Landscaping, is hereby amended as follows:

§ 7-3-14 LANDSCAPING.

(A) All unpaved areas within the street rights-of-way shall be seeded or sodded. Before the release of the 12 month maintenance bond can be recommended by the Village Engineer, all unpaved areas between the edge of the road

pavement and the right-of-way line must support an adequate mat of grass. Provisions shall be made to assure the growth of all landscaping.

(B) It shall be the obligation of all parties subdividing property within the village or constructing residential units on subdivided lots to plant trees within the parkway adjacent to such lots. No certificate of occupancy shall be issued to a structure where parkway trees have not been installed or, at the discretion of the village, a bond has not been posted to guarantee the payment of the cost of the installation of such trees. Parkway trees shall be planted on each lot in a subdivision except where there are existing trees present and preserved as determined by the Village Engineer. Parkway trees newly planted shall be provided at a minimum of one tree per inside lot if the lot frontage is 50 feet or less, and a minimum of two trees per inside lot if the frontage is more than 50 feet, and three trees per corner lot. Trees shall be planted a minimum of 20 feet apart depending upon species. Trees shall be planted in the parkway where the parkway in question is of a kind which will permit the installation of such trees utilizing the standards set forth in Chapter 12, Article 3 of this Code. In the event that the Village Engineer should find that the parkway in question is not of a kind to permit in whole or in part the installation of parkway trees, then all required trees which may not be planted within the parkway shall be installed within the front yard of the lot at a point 2½ feet from the front property line and be in accordance with the standards set forth in Chapter 12, Article 3. However, those required trees that cannot be placed within the parkway or 2½ feet from the front property line and be in accordance with the standards set forth in Chapter 12, Article 3, shall be planted elsewhere within the front yard and in accordance with the standards set forth in Chapter 12, Article 3. In accordance with the standards set forth herein, the requisite number of trees required under this section must either be planted within the parkway or within the front lot.

(C) Newly planted street trees shall be at least two inches in caliper, measured one foot from the ground.

(D) The developer of the subdivision shall be prohibited from planting the following varieties of trees:

Soft maple (<i>Acer saccharinum</i>)	In variety
Poplar (<i>Populus</i>)	All varieties
Willow (<i>Salix</i>)	All varieties
Box Elder (<i>Acer Negundo</i>)	All varieties
Catalpa (<i>Catalpa</i>)	All varieties
Tree of Heaven (<i>Ailanthus</i>)	All varieties
Mountain Ash (<i>Sorbus</i>)	All varieties
Mulberry (<i>Morus Alba</i>)	In variety
Elm (<i>Ulmus</i>)	All varieties
Birch (<i>Betula Sp</i>)	All varieties
Russian Olive (<i>Elaeagnus Angustifolia</i>)	All varieties
Black Walnut (<i>Juglons Nigia and Jhindsi</i>)	All varieties
Black Cherry	All varieties
Black Locust (<i>Robina Pseudoacacia</i>)	All varieties
Ash (<i>Fraxinus</i>)	All varieties

(E) Protective screen planting may be required to secure a reasonably effective physical barrier between residential properties and adjoining uses to minimize adverse conditions of sight and sound. The screen planting plan shall be prepared by a landscape architect and shall meet the approval of the Plan Commission.

SECTION 3: This Ordinance shall be in full force and effect immediately upon its passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER 2006.

AYES:

NAYS:

ABSENT:

Ross Ferraro, Mayor

ATTEST:

Janice Koester, Village Clerk

A RESOLUTION DECLARING SURPLUS PROPERTY OWNED BY THE VILLAGE OF CAROL STREAM

WHEREAS, in the opinion of the corporate authorities of the Village of Carol Stream, Illinois, it is no longer necessary or useful, or for the best interests of the Village of Carol Stream to retain ownership of the personal property hereinafter described; and

WHEREAS, the described surplus property has been determined by the corporate authorities of the Village of Carol Stream to have negligible value to the Village; and

WHEREAS, it has been determined by the Mayor and Board of Trustees of the Village of Carol Stream to trade-in the surplus property described in Exhibit "A" attached to this Ordinance.

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

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the personal property described in the attached "Exhibit A", now owned by the Village of Carol Stream, is no longer useful and authorize its trade-in.

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

PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER 2006.

AYES:

NAYS:

ABSENT:

Ross Ferraro, Mayor

ATTEST:

Janice Koester, Village Clerk



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A VILLAGE EMPLOYEE TO
REPRESENT THE VILLAGE OF CAROL STREAM AT THE
DUPAGE MAYORS AND MANAGERS
VEHICLE AND EQUIPMENT AUCTION TO BE HELD ON
OCTOBER 14, 2006**

WHEREAS, the DuPage Mayors and Managers Vehicle Equipment Auction is to be held Saturday, October 14, 2006 at the Cypress Cove Family Aquatic Center Parking Lot, Woodridge, Illinois; and,

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have adopted Ordinance No. _____ declaring that certain Village equipment may be sold as surplus property at this auction; and,

WHEREAS, Mr. Christopher Oakley, an employee of the Village of Carol Stream has been actively involved in preparing for this auction, and the Village Manager has recommended that Mr. Oakley would be an excellent representative of the Village of Carol Stream during this auction.

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

SECTION 1: That Christopher Oakley be authorized to represent the Village of Carol Stream at the DuPage Mayors and Managers Auction to be held on October 14, 2006.

SECTION 2: That although all the equipment to be auctioned has been assigned a minimum value for the bid, it is recognized that some bids may be lower, and the corporate authorities authorize Christopher Oakley to accept the lower bid if he deems it fair and equitable and within reason.

SECTION 3: That Christopher Oakley be authorized to sign over the titles for the Carol Stream equipment after it has been sold.

SECTION 4: That this Resolution 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 18TH DAY OF SEPTEMBER 2006.

AYES:

NAYS:

ABSENT:

Ross Ferraro, Mayor

ATTEST:

Janice Koester, Village Clerk

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR
TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF
ELECTRIC UTILITY SERVICE**

WHEREAS, effective January 2007 electric utility rates in Illinois will be deregulated and subject to open, competitive market forces; and,

WHEREAS, the Village's current electric utility supplier, ComEd, will set future rates to its customers on bids it receives in the Illinois Auction held on September 5, 2006, and;

WHEREAS, the Village of Carol Stream wishes to receive favorable, competitive market rates for electricity by evaluating Illinois Auction rates and other bids it receives; and,

WHEREAS, in order to receive the most favorable market rates for electricity, the Village must be able to award a contract for the purchase of electricity within 24-hour of receipt of bid rates, and;

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is expedient and in the best interest of the Village to authorize the Mayor to execute an agreement for the purchase of electric utility service.

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

SECTION 1: That the Mayor is hereby authorized to execute and the Clerk to attest to a contract for the purchase of electricity for Village government purposes with the lowest cost supplier as approved by the Village Attorney.

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

PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER 2006.

AYES:

NAYS:

ABSENT:

Ross Ferraro, Mayor

ATTEST:

Janice Koester, Village Clerk

Village of Carol Stream

INTER-DEPARTMENTAL MEMO

TO: Mayor & Trustees

FROM: Robert Mellor, Assistant Village Manager *R/m*

DATE: September 13, 2006

RE: Electric Supply Auction

Beginning in January 2007, Commonwealth Edison will no longer supply electricity to customers in Illinois. This is a result of the State of Illinois plan to deregulate electricity rates and open the market to competition. ComEd will no longer generate electricity for its customers but will simply be the conduit for delivery of electrical power to its customers. ComEd will be the "wires" company and will transfer nuclear and other generating facilities to their parent company, Exelon. ComEd will still be the primary electric company for residential customers but commercial and institutional users will have the option of choosing their own electricity supplier beginning in 2007.

The deregulation process allows former non-residential ComEd electric customers to bid or otherwise search for an electric supplier on the open, competitive market. Because ComEd's rates were frozen for the past 9 years however, deregulated electric rates are expected to rise 20% to 40% or more in 2007. At the same time individual users are allowed to search for competitive rates on their own, the Illinois Commerce Commission held its first Illinois Auction for suppliers of electricity on September 5, 2006. ComEd will either use the Illinois Auction rates approved by the ICC or rates determined by purchasing electric supplies on the spot market if the ICC does not approve the auction results. Attached is an informational fax from ComEd describing the Illinois Auction process and showing a timeline for ICC approval of the auction electric supply costs:

- Illinois Auction Commencement Date – September 5, 2006
- Illinois Auction Closing Date – September 9, 2006
- Decision Date for ICC to Accept/Reject Auction Results - September 15, 2006
- Expiration of Current ComEd Electrical Supply Contract Rates – December 31, 2006
- New Electrical Supply Rates Take Effect – January 2, 2007

The Village previously used the services of Glenview Utility Bill Auditors to secure favorable electric rates for our larger energy uses such as the water treatment facility. With the advent of electrical rate deregulation Glenview Utility Bill Auditor changed their focus and now operates the Northern Illinois Municipal Electric Cooperative (NIMEC) to bid and secure favorable rates for over 45 municipal electrical users in northern Illinois. Attached is a newsletter from our consultant NIMEC, describing the process they will use to negotiate electrical supply rates for coop members for the coming year. NIMEC feels it can obtain more favorable electric rates than the Illinois Auction by bidding on behalf of a municipal coop consisting of large aggregate users

of electricity. In any event, we will be able to choose our own electric supplier whether it is the one offered by ComEd or the low bidder from the NIMEC bid. Generally we would recommend accepting a supplier who can provide electricity at the lowest cost.

Because of the volatile nature of energy costs, rates can rise or fall on a daily or even hourly basis. We expect to know the ComEd rates within the next 2 weeks and the NIMEC coop rates in mid to late October. When NIMEC presents bids to coop members in early October (after the Auction results are known), we will only have until the end of the day to accept the bid (by signing the agreement from the lowest bidder). Because this process requires the Village to make a quick decision it is unlikely we would be able to act quickly enough to secure a favorable electrical supply rate if we wait until the next regularly scheduled Board meeting. **Staff recommends that the Village Board approve the attached resolution authorizing Mayor Ferraro to enter into an agreement with the lowest cost electric utility supplier subject to final contract review and approval by the Village Manager and Attorney.**

Attachments

Cc: Joseph E. Breinig, Village Manager



An Exelon Company

September 13, 2006

Dear Mayor,

I write to provide you an update on developments in the Illinois Auction, the competitive process approved by the Illinois Commerce Commission ("ICC") for Illinois' utilities to procure energy supply on behalf of their customers. The Illinois Auction is designed to produce the lowest available market price for energy. ComEd will pass through this price to its customers without a penny of markup beginning in 2007 when the nine-year rate freeze ends.

Update

- On Friday, September 9, the independent Auction Manager (NERA – National Economic Research Associates) announced that the Illinois Auction closed after four days of bidding. The bidding commenced on Tuesday, September 5 with more than 20 registered bidders, and prices ticked downward until the auction closed.
- The Auction Manager and the Illinois Commerce Commission Staff (whose role is to monitor the auction along with their outside expert Boston Pacific Group) have two business days (until September 12) to independently prepare and deliver their reports to the ICC. Thereafter the ICC has three business days within which to accept or reject the auction results (this Friday, September 15).
- If the ICC accepts the auction results, and as early as close of business on Friday, September 15, the ICC and/or NERA will announce the final auction prices. These prices will then be provided to the utilities to be translated into final electric service rates.
- If the auction results are rejected, given that ComEd's current supply contracts expire December 31, 2006, ComEd would need an alternative source for power. This could include purchasing its full requirements in the spot market.
- While the spot market serves an important role, it is volatile and uncertain. Prices in the spot market fluctuate hourly and are driven by short-term fuel costs, consumption changes caused by weather and customer behavior, and the physical availability of generating units and transmission capacity. (The attached fact sheet provides more background on the spot market.)
- The Illinois auction is designed to eliminate or mitigate in large part such uncertainty on behalf of the consumer through staggered, long-term contracts. The energy suppliers bidding in the auction manage all price and volume risk and the auction process assures that is done at the lowest possible price.

I will communicate with you further once we learn whether the ICC has accepted the auction results, and when we have made our initial rate impact calculations. It is important to note that the auction results are only a part of how our rates will be adjusted starting in January. Our delivery costs, which represent about a third of our

Mayor

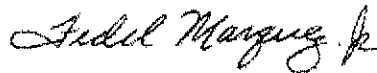
- 2 -

September 13, 2006

rates, are subject to further review by the ICC. Also, our proposal for phasing in rates (for customers who choose that option) is still to be considered and decided by the ICC. Decisions are expected from the Commission on these matters later this year.

As always, if you have any questions, please do not hesitate to contact your ComEd External Affairs Manager or myself.

Sincerely,



Fidel Marquez, Jr.
Vice President
ComEd
312. 394. 4951



An Exelon Company

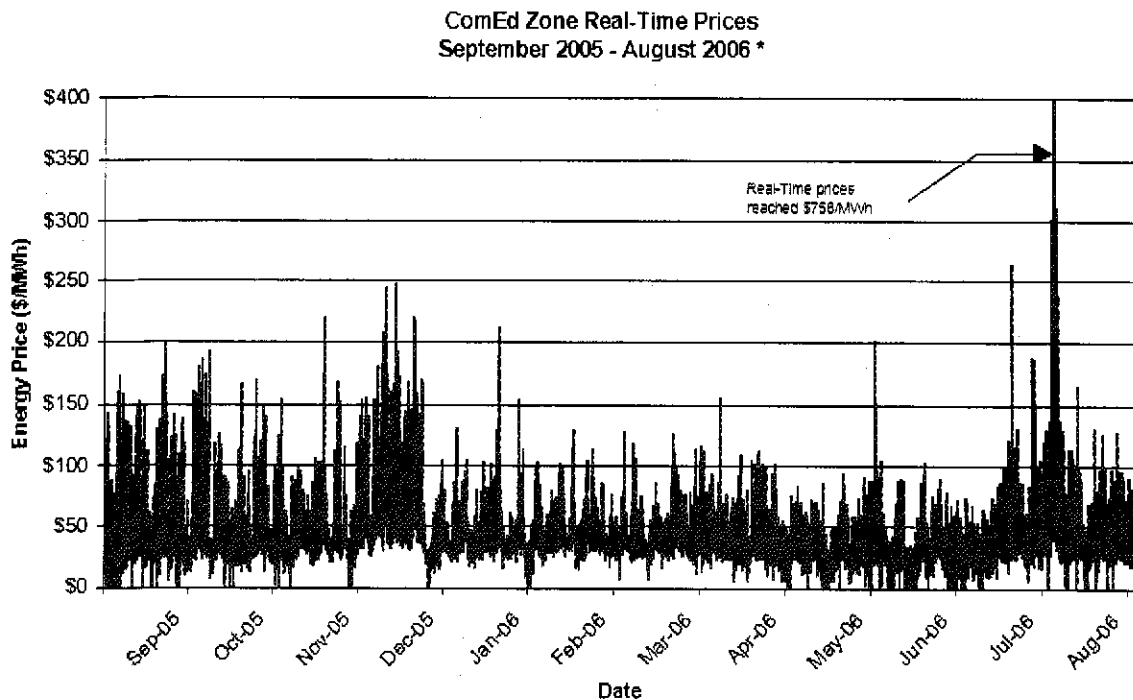
Why is the Illinois competitive auction the best deal for consumers?

Illinois is completing the competitive auction to buy electricity on behalf of consumers. Some parties have questioned whether the auction is the best way to buy power but have offered no alternative.

What is the alternative to the auction? Buying 100 percent of our customer's power on the spot market, the day-to-day power market.

While the spot market has an important role, it is volatile and unpredictable. It fluctuates with every hiccup in our economy and would result in customer bills that vary widely from month to month, complicating business and household budgeting. The auction creates certainty by locking in prices over the long term and providing stable, predictable rates.

**Spot Market Prices For Electricity:
September 2005 - August 2006**



Source - PJM Interconnect

* Prices are for energy only and do not reflect the value of capacity, ancillary services or risk management services. Real-time prices reflect prices as determined by PJM for delivery in each particular hour and do not reflect prices for forward delivery.

NIMEC

NORTHERN ILLINOIS MUNICIPAL ELECTRIC COOPERATIVE
BANDING TOGETHER TO DRIVE DOWN PRICING

SEPTEMBER, 2006

DEREGULATION OF COMMONWEALTH EDISON

The State of Illinois' plan for deregulation will take effect on January 2, 2007. ComEd will no longer generate electricity for its customers; it will simply deliver the power through its distribution network. ComEd has transferred its nuclear reactors and other generation facilities to its parent, Exelon. In essence, ComEd will become a "wires" company.

Beginning in 2007, market forces will dictate the price of electricity. Exelon will no longer be the sole provider of electricity for northern Illinois. New electric suppliers will be permitted to compete against Exelon. Competitive forces will then dictate the price of electricity.

ComEd will buy power on behalf of its northern Illinois customer base and pass the power through with no markup. On September 5, the ICC will hold a "Reverse Auction" whereby authorized electric suppliers (including Exelon) can bid on the price of power that each supplier decides to sell to ComEd.

The ICC will then select the lowest priced bids to fulfill its 2007 needs. The weighted average cost of these bids will determine the pricing of electricity for northern Illinois users in 2007.

Because ComEd has held its prices fixed for the last nine years despite rising costs, the price for electricity in 2007 is expected to rise 20% to 40%, depending upon a customer's current rate structure.

If a customer takes no action, this transition to deregulated power will be transparent, except for the higher prices. There is only one option available to commercial customers to mitigate this increase in price: negotiate directly with the power suppliers.

The Northern Illinois Municipal Electric Cooperative (NIMEC) is organizing interested municipalities in the Chicagoland area to form a buying cooperative. With the aggregated volumes, we are confident that we will be able to

negotiate a lower price. Fortunately, the primary uses of municipalities' power (water and street lighting) are more attractive to the suppliers due to their consumption dynamics. As such, they will likely bid lower prices than the general Auction rates.

NIMEC has established relationships with 4 of the largest electric suppliers to the northern Illinois market. NIMEC will take the combined volume of its membership and coordinate the bidding of the combined volumes.

ComEd's Auction rates will be released in mid September. NIMEC will conduct the bid in early October, once the Auction rates are known. At that time, the members will have the opportunity to select the lowest bid or the ComEd Auction rate, whichever is lower.

NIMEC's only fee will be a \$100 lifetime membership fee. 100% of the savings (between the Auction rate and the lowest bid) will be realized by each NIMEC member.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT CONCERNING THE IMPLEMENTATION
OF WATER SERVICE TO JUDITH LANE AND RIVIERA COURT
IN UNINCORPORATED DUPAGE COUNTY**

WHEREAS, the DuPage Water Commission (the "Commission") is a public corporation created under the Water Commission Act of 1985, 70 ILCS 3720/0.01 *et seq.*, and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.*, and is authorized to enter into contracts and agreements relating to the purchase and supply of water pursuant to the laws of the State of Illinois; and

WHEREAS, certain areas of DuPage County have been affected by contaminated well water, which contamination poses a significant threat to the health and safety of numerous individuals; and

WHEREAS, to carry out their duties and responsibilities, and desiring to create a method of providing an adequate supply of Lake Michigan water to areas of DuPage County affected by contaminated well water, the Commission, the County of DuPage (the "County"), and the Village of Carol Stream (the "Village"), among others, entered into that certain Intergovernmental Agreement for the Provision of Lake Michigan Water to Areas of DuPage County Affected By Contamination, effective as of October 11, 2002 (the "Enabling Agreement"); and

WHEREAS, over fifty percent (50%) of the wells sampled in the area described in County Board Resolution PW-0008-06 (the "Service Area") have detectable levels of Vinyl Chloride, a regulated chemical as determined by the National Primary Drinking Water Regulations, 40 C.F.R. § 141.1 *et seq.*, of the Safe Drinking Water Act, 42 U.S.C. §300f *et seq.*, and/or the regulations related to the Illinois Pollution Control Board in 35 Ill. Admin. Code 620.105 *et seq.*; and

WHEREAS, pursuant to Resolution PW-0008-06, the County officially found and determined that the well water supply in the Service Area is tainted or contaminated for purposes of Section 0.01 of the Water Commission Act of 1985, 70 ILCS 3720/0.01; and

WHEREAS, pursuant to Resolution No. R-12-06, the Commission officially found and determined, in accordance with Section 0.01 of the Water Commission Act of 1985, 70 ILCS 3720/0.01, that the Village is the municipality most appropriate for supplying water to the Service Area; and

WHEREAS, the Commission, the County, and the Village have jointly determined that a significant life, safety, and health risk related to human consumption of water is likely to be posed in the Service Area in the future and, thus, have jointly determined that the Service Area should be designated as a "Primary Service Area" pursuant to the Enabling Agreement; and

WHEREAS, to serve the public interest and assure that the significant public health and safety threat posed by the contaminated well water supply in the Service Area is minimized to the greatest extent possible, it is in the best interests of the Commission, the County, and the Village to coordinate and implement the supply of Lake Michigan water to the Service Area in accordance with the Enabling Agreement;

NOW, THEREFORE, BE IT RESOLVED 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 ONE: The foregoing recitals are hereby incorporated herein as findings of the Village Board of the Village of Carol Stream.

SECTION TWO: An Intergovernmental Agreement Concerning the Implementation of Water Service to Judith Lane and Riviera Court in Unincorporated

DuPage County, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, with such modifications as may be required or approved by the Village Manager, shall be and it hereby is approved and accepted by the Village of Carol Stream.

SECTION THREE: The Village Manager shall be and hereby is authorized and directed to execute, and the Clerk shall be and hereby is authorized and directed to attest, an Intergovernmental Agreement Concerning the Implementation of Water Service to Judith Lane and Riviera Court in Unincorporated DuPage County, in substantially the form attached hereto as Exhibit 1 or with such modifications as may be required or approved by the Village Manager; provided, however, that the Agreement shall not be so executed on behalf of the Village unless and until the Village Manager shall have been presented with copies of the Agreement executed by the DuPage Water Commission. Upon execution by the Village Manager, the Intergovernmental Agreement Concerning the Implementation of Water Service to Judith Lane and Riviera Court in Unincorporated DuPage County, and all things provided for therein, shall be deemed accepted by the Village without further act.

SECTION FOUR: This Resolution shall be in full force and effect from and after its passage and approval.

AYES:

NAYS:

ABSENT:

ADOPTED THIS _____ DAY OF _____, 2006.

Mayor

ATTEST:

Village Clerk

JudithLaneandRivieraCourt-RESOLUTION-9-15-06.doc

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT CONCERNING THE
IMPLEMENTATION OF WATER SERVICE TO JUDITH LANE AND RIVIERA COURT
IN UNINCORPORATED DUPAGE COUNTY

THIS AGREEMENT, made and entered into as of this _____ day of _____ 2006, ("Effective Date"), by and between the DuPAGE WATER COMMISSION, a county water commission created and existing under the laws of the State of Illinois (the "Commission"), and the VILLAGE OF CAROL STREAM, a municipal corporation created and existing under the laws of the State of Illinois (the "Charter Customer"),

WITNESSETH:

WHEREAS, the Commission was formed and exists pursuant to the Water Commission Act of 1985, 70 ILCS 3720/0.01 et seq., and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., for the purpose of securing an adequate source and supply of water for its customers; and

WHEREAS, the Commission operates a water system supplying a number of municipalities and other customers in DuPage County with water drawn from Lake Michigan; and

WHEREAS, the Charter Customer owns and operates a water distribution system (the "Charter Customer Water System"), which system is supplied with water by the Commission pursuant to the terms of that certain Water Purchase and Sale Contract dated as of June 11, 1986, with the Commission (the "Charter Customer Contract"); and

WHEREAS, over fifty percent (50%) of the wells sampled in the area depicted on the map attached hereto and by this reference incorporated herein and made a part hereof as Exhibit A (the "Service Area") have detectable levels of Vinyl Chloride, a regulated chemical as determined by the National Primary Drinking Water Regulations,

40 C.F.R. § 141.1 *et seq.*, of the Safe Drinking Water Act, 42 U.S.C. §300f *et seq.*, and/or the regulations related to the Illinois Pollution Control Board in 35 Ill. Admin. Code 620.105 *et seq.*; and

WHEREAS, pursuant to Resolution PW-0008-06, the County of DuPage (the "County") officially found and determined that the well water supply in the Service Area is tainted or contaminated for purposes of Section 0.01 of the Water Commission Act of 1985, 70 ILCS 3720/0.01; and

WHEREAS, pursuant to Resolution No. R-12-06, the Commission officially found and determined, in accordance with Section 0.01 of the Water Commission Act of 1985, 70 ILCS 3720/0.01, that the Charter Customer is the municipality most appropriate for supplying water to the Service Area; and

WHEREAS, the construction of certain improvements to the Charter Customer Water System will enable the Charter Customer to serve properties within the Service Area that currently cannot be served by the existing Charter Customer Water System (the "Improvements"); and

WHEREAS, to carry out their duties and responsibilities, and desiring to create a method of providing an adequate supply of Lake Michigan water to areas of DuPage County affected by contaminated well water, the Commission, the County, and the Charter Customer entered into an Intergovernmental Agreement for the Provision of Lake Michigan Water to Areas of DuPage County Affected By Contamination, effective as of October 11, 2002 (the "Enabling Agreement"); and

WHEREAS, the Commission, the County, and the Charter Customer have jointly determined that a significant life, safety, and health risk related to human consumption of water is likely to be posed in the Service Area in the future and, thus, have jointly

determined that the Service Area should be, and is hereby, designated as a "Primary Service Area" pursuant to the Enabling Agreement; and

WHEREAS, it is in the best interests of the Commission and the Charter Customer to coordinate and implement the supply of Lake Michigan water to the Service Area in accordance with the Enabling Agreement; and

WHEREAS, the Commission and the Charter Customer desire to set forth their understanding regarding such coordination and implementation in this Agreement; and

WHEREAS, the matters set forth in this Agreement will serve the public interest and assure that the significant public health and safety threat posed by the contaminated well water supply in the Service Area is minimized to the greatest extent possible; and

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and other applicable authority, the Commission and the Charter Customer are authorized to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the Commission and the Charter Customer hereby agree as follows:

SECTION 1. PREAMBLES

The foregoing recitals are by this reference incorporated herein and made a part hereof as if fully set forth herein.

SECTION 2. CONSTRUCTION OF IMPROVEMENTS; EXTENSION OF SERVICE

A. Description of the Improvements. For purposes of this Agreement, the "Improvements" shall include the water mains and appurtenances to provide water to the residents of Judith Lane and Riviera Court.

B. Design of the Improvements. The County shall be the contracting party with the design engineer and shall administer the design contract for the benefit of both the County and the Charter Customer. The County shall keep the Charter Customer advised as to the progress of the design work. The County and the Charter Customer shall confer upon issues regarding the details of such design work. The final design of the Improvements shall be subject to the review of both the County and the Charter Customer and subject to the approval of the Charter Customer.

C. Construction and Acceptance of the Improvements. The County shall solicit bids for the construction of the Improvements. The County's standard form of bidding and construction contract documents shall be used. The County shall solicit, award, and administer all contracts for the project in the best interest of both the County and the Charter Customer and shall consult with, and keep advised, Charter Customer officials regarding the progress of the work and any problems encountered or changes recommended. The County, after receiving the written consent of the Charter Customer to do so, once the winning contractor and the construction cost have been determined, shall enter into a construction contract(s) with the selected contractor(s), and shall administer such construction contract(s) in conformance with this Agreement. Any change order, as well as final acceptance and approval of the completed Improvements, shall be subject to the final approval of the County and the Charter Customer. The Charter Customer shall not be required to approve or accept any portion of the

Improvements until all portions of the Improvements, including all punch list items, have been fully and properly completed. When the Improvements have been completed, the County shall transfer title to them by bill of sale, without charge, and the Improvements shall become part of the Charter Customer Water System. The County shall also transfer to the Charter Customer by warranty deed all easements associated with the location of the Improvements and required for their use. The Charter Customer shall have no obligation without such transfers except making all payments under this Agreement.

D. Cost of Design and Construction. The Commission shall loan the Charter Customer funds needed for the design and construction of the Improvements in accordance with Section 3 of this Agreement and the Charter Customer shall then reimburse the County for its costs up to the amount of the Commission Loan, but not in an amount in excess of the amounts which will be produced by a maximum authorized levy under the Special Service Area put in place by the County. The obligation of the Charter Customer to reimburse the County shall be solely from the Loan.

E. Extension of Service. The County shall attempt to cause the complete construction of the Improvements within a reasonable time. Thereafter, within thirty (30) days after each Customer (as defined in the Enabling Agreement) has entered into the necessary agreement providing for water service by the Charter Customer within the Service Area, the Charter Customer shall extend and offer service to the Customers' property line (B-boxes). It shall be the obligation of the Customer to construct a line to the Charter Customer's system.

SECTION 3. COMMISSION FINANCING

A. Service Costs and Retail Customer Base. Service Costs (as defined in the Enabling Agreement) for the supply of Lake Michigan water to the Service Area are hereby established in the amount of \$764,000.00, which Service Costs are detailed in Exhibit B attached hereto and by this reference incorporated herein and made a part hereof, and generally include the cost of constructing the Improvements, all associated costs relating to that construction, including, but not limited to necessary easements and Recapture, Connection, and Customer Costs (all as defined in the Enabling Agreement). The number of Potential Customers (as defined in the Enabling Agreement) in the Service Area is hereby established at 36.

B. Loan. The Commission shall, after the execution and delivery of this Agreement, loan to the Charter Customer an amount not to exceed \$764,000.00 (the "Commitment") in the form of a revolving line of credit in order to provide funds to finance the Service Costs (the "Loan"). Draws on the Loan shall be limited as set forth in Section 3.E of this Agreement.

C. Loan Repayment.

1. The Charter Customer shall repay the principal balance of the Loan in 13 annual installments, commencing in 2013 on the 15th day of the month in which the Charter Customer made its first draw on the Loan (an "Annual Payment Date"), and continuing in successive annual installments on each Annual Payment Date in each year thereafter to and including the 2025 Annual Payment Date, with the final payment of any principal, if not sooner paid, on the 2026 Annual Payment Date. Each of the 13 annual installments of

principal on the Loan shall be determined as of the last day of the month preceding the Annual Payment Date in any given year during the term of the Loan (a "Determination Date") and shall be determined by dividing the unpaid principal balance of the Loan as of the applicable Determination Date by the number of annual installments of principal remaining to be paid during the term of the Loan.

2. Interest on the unpaid principal balance of the Loan, at the rate of two percent (2%) per annum, calculated on the basis of a calendar year consisting of 360 days of twelve 30-day months, shall be paid commencing on the 2007 Annual Payment Date, and continuing on the Annual Payment Date each year thereafter until the principal balance of the Loan has been paid in full.
3. Notwithstanding the annual payment requirements of Sections 3.C.1 and 3.C.2 of this Agreement, however, in the event the number of Customers in the Service Area is less than the number of Potential Customers in the Service Area, determined as of the Determination Date in any given year during the term of the Loan, then the Charter Customer shall only be required to pay to the Commission the total amount of interest and principal that would otherwise be due on the Loan for that year multiplied by the number of Customers in the Service Area divided by the number of Potential Customers in the Service Area.

4. If, at maturity, there remains any unpaid principal balance or interest on the Loan, the Commission shall extend the terms of the Loan for a commercially reasonable period provided the Charter Customer is not in default under this Agreement or the Enabling Agreement.

D. Tender of Loan Payments. Payments of the principal of and interest shall be made in lawful money of the United States of America in federal or other immediately available funds.

E. Procedure for Borrowing. The Charter Customer may draw on the Loan no more than once per month, on the 15th day of the month, provided that the Charter Customer shall give the Commission irrevocable notice (which notice must be received by the Commission prior to 10:00 a.m., local time, 15 days prior to the requested borrowing date), specifying the amount to be borrowed and the requested borrowing date. It is anticipated that only a single borrowing shall be requested. Each borrowing pursuant to this Agreement shall be in an aggregate principal amount of the lesser of (i) \$10,000 or a whole multiple thereof and (ii) the Available Commitment. For purposes of this Section 3.E, the Available Commitment at a particular time is an amount equal to the difference between the Commitment and the aggregate principal balance of the Loan then outstanding.

F. Optional Prepayments. Subject to the limitations of this Section 3.F, the Charter Customer may, no more frequently than once in any given year, prepay, in whole or in part, the Loan, without premium or penalty, upon at least one business day's irrevocable notice to the Commission, specifying the date and amount of prepayment. The amount of any such optional prepayment shall be in increments of \$50,000. If such

notice is given, the Charter Customer shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. The proceeds of any such prepayment shall be applied by the Commission first, to the payment of accrued and unpaid interest, if any, on the Loan and second, to the payment of the unpaid principal balance of the Loan. The Charter Customer shall not be entitled to, nor receive any credit for, interest on any such prepayment.

G. Mandatory Prepayments. The Charter Customer shall have, and hereby accepts, the obligation to prepay the Loan, in whole or in part, on any date within 60 days after the receipt by the Charter Customer of any grant or settlement funds from any source, including but not limited to payments from the County, to the extent such funds are attributable to the Service Costs identified in Exhibit B attached hereto. The proceeds of any such prepayment shall be applied by the Commission first, to the payment of accrued and unpaid interest, if any, on the Loan and second, to the payment of the unpaid principal balance of the Loan. The Charter Customer shall not be entitled to, nor receive any credit for, interest on any such prepayment.

H. Application of Loan Proceeds. The proceeds of the Loan shall be devoted to and used with due diligence for the purpose of paying the Service Costs identified in Exhibit B attached hereto in connection with the supply of Lake Michigan water to the Service Area; provided, however, that where an unexpended balance remains in any one or more of the various cost components of the Service Costs detailed in Exhibit B attached hereto, such balance may be transferred and expended, in whole or in part, to and for any other cost component of the Service Costs detailed in Exhibit B attached hereto.

SECTION 4. DEFAULTS AND REMEDIES

A. Commission Defaults. The occurrence of the following shall constitute a default by the Commission under this Agreement: The failure by the Commission to observe and/or perform any covenant, condition, and/or agreement on its part to be observed and/or performed under this Agreement, and the continuation of said failure for thirty (30) days after the Commission's receipt of written notice thereof from the Charter Customer. However, if said failure cannot be remedied by the Commission within said thirty (30) day period, and the Commission shall have diligently pursued the resolution of the failure during said thirty (30) days, the period shall be extended by such additional time as may be reasonably required by the Commission to cure or correct said failure. In no event shall the period be extended by more than ninety (90) days. In the event of a default by the Commission under this Agreement, the Charter Customer shall have the same remedies as are provided for, and only the remedies provided for, in the Enabling Agreement for a default by the Commission.

B. Charter Customer Defaults. The occurrence of the following shall constitute a default by the Charter Customer under this Agreement: The failure by the Charter Customer to observe and/or perform any covenant, condition, and/or agreement on its part to be observed and/or performed under this Agreement, and the continuation of said failure for thirty (30) days after the Charter Customer's receipt of written notice thereof from the Commission. However, if said failure cannot be remedied by the Charter Customer within said thirty (30) day period, and the Charter Customer shall have diligently pursued the resolution of the failure during said thirty (30) days, the period shall be extended by such additional time as may be reasonably required by the Charter Customer to cure or correct said failure. In no event shall the period be

extended by more than ninety (90) days. In the event of a default by the Charter Customer under this Agreement, the Commission shall have the same remedies as are provided for, and only the remedies provided for, in the Enabling Agreement for a default by the Charter Customer.

C. Force Majeure. In case by reason of force majeure any party hereto shall be rendered unable wholly or in part to carry out its obligation under this Agreement, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed in this Agreement shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority, insurrections, riots, terrorism, acts of terror, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or tunnels, partial or entire failure of water supply, and inability on the part of the Commission or of the Charter Customer to deliver Lake Michigan water, or of the Charter Customer to receive Lake Michigan water, on account of any other causes not reasonably within the control of the party claiming such inability. The settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and the above requirement that any "Force Majeure" shall be remedied with all reasonable dispatch shall not

require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty. The Task Force (as defined in the Enabling Agreement) shall make a recommendation to the Commission, which shall determine if force majeure which renders any of the parties unable to perform under this Agreement shall relieve the Charter Customer of its obligations to make payments to the Commission that may be required under Section 3 of this Agreement.

SECTION 5. LEGAL RELATIONSHIPS AND REQUIREMENTS

A. Supplemental Agreement. This Agreement shall be deemed to supplement the Enabling Agreement in connection with the supply of Lake Michigan water to the Service Area. If there is any other conflict or inconsistency between the terms of this Agreement and the terms of the Enabling Agreement, then the terms of this Agreement shall control. The Charter Customer shall at all times comply with all terms and conditions of the Enabling Agreement except as otherwise provided in this Agreement.

B. Term of Agreement. This Agreement shall continue in full force and effect from the Effective Date until the end of the term of the Enabling Agreement. The Commission and the Charter Customer agree to begin consideration of whether an extension of this Agreement is necessary not later than three (3) years prior to the end of the term of this Agreement.

C. Cooperation and Further Agreements. The Commission and the Charter Customer agree to meet and cooperate in good faith throughout the term of this Agreement to implement the letter and spirit of the provisions set forth in this Agreement. The Commission and the Charter Customer agree and acknowledge that

further details regarding the Service Costs, and the financing of the Service Costs, in connection with the supply of Lake Michigan water to the Service Area may be subject to a future agreement.

D. Assignment. This Agreement may not be assigned by any party, in whole or in part, without the prior written consent of the other party.

E. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to the Commission shall be addressed to, and delivered at, the following address:

DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642
Attention: General Manager

Notices and communications to the Charter Customer shall be addressed to, and delivered at, the following address:

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

By notice complying with the requirements of this Section 5.E, the Commission and the Charter Customer each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

F. Entire Agreement. This Agreement sets forth the entire agreement of the Commission and the Charter Customer with respect to the coordination and implementation of the supply of Lake Michigan water to the Service Area in accordance with the Enabling Agreement, and there are no other understandings or agreements, oral or written, by or between the Commission and the Charter Customer with respect thereto, nor was the making and execution of this Agreement induced by any representation, statement, warranty, agreement, or action other than those expressed or explicitly referenced in this Agreement.

G. No Waiver. No course of dealing or failure of the Commission or the Charter Customer to enforce strictly any term, right, or condition of this Agreement shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this Agreement shall operate as a waiver of any other term, right, or condition.

H. No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish, or impose any legal duty to any third party.

I. Governing Law. This Agreement shall be governed by and construed exclusively under the applicable laws of the State of Illinois, without regard to conflicts of law principles.

J. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Any such counterpart may be signed by one or more of

the parties hereto so long as each of the parties hereto has signed one or more of such counterparts.

IN WITNESS WHEREOF, the Commission and the Charter Customer have caused this Agreement to be executed by their duly authorized officers, pursuant to proper authorization of their respective governing bodies, as of the date first stated above.

ATTEST:

DuPAGE WATER COMMISSION

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

VILLAGE OF CAROL STREAM

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT A

Map of the Service Area

[TO BE SUPPLIED BY CAROL STREAM]

EXHIBIT B

Service Costs

Riviera Court

<u>Project Component</u>	<u>Updated Costs (6/27/06)</u>
Construction	\$ 209,226
Engineering	\$ 23,429
Contingency	\$ 2,085
Recapture Agreement	\$ 40,000
Legal & Administration	\$ 4,260
Easement Costs	\$ -
Connection Fee (\$1,500 each)	\$ 27,000
TOTAL PROJECT COST	\$ 306,000

Judith Court

<u>Project Component</u>	<u>Updated Costs (6/27/06)</u>
Construction	\$ 282,879
Engineering	\$ 31,571
Contingency	\$ 2,810
Recapture Agreement	\$ -
Legal & Administration	\$ 5,740
Easement Costs	\$ -
Connection Fee (\$1,500 each)	\$ 27,000
TOTAL PROJECT COST	\$ 350,000

Private Connection Cost \$3,000 per home 36 = \$108,000

AGENDA ITEM

I-5 9-18-06

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND THE VILLAGE OF CAROL STREAM IN CONNECTION WITH THE SUPPLYING WATER TO JUDITH AND RIVIERA COURTS

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

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

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

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

PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER 2006.

AYES:

NAYS:

ABSENT:

Ross Ferraro, Mayor

ATTEST:

Janice Koester, Village Clerk

**AGREEMENT BETWEEN THE
VILLAGE OF CAROL STREAM AND DUPAGE COUNTY**

This Agreement, entered into as of the _____ day of _____, 2006, by and between the Village of Carol Stream, a municipal corporation created and existing under the laws of the State of Illinois (the "Village"), and DuPage County, a municipal corporation created and existing under the laws of the State of Illinois (the "County").

WITNESSETH

WHEREAS, the Village owns and operated a water distribution system (the "System") which is supplied with water by the DuPage Water Commission (the "DWC") pursuant to the terms of a certain Water Purchase and Sale Contract; and

WHEREAS, the Village and the DWC entered into an Intergovernmental Agreement dated October 11, 2002, in an effort to create a method of providing an adequate supply of Lake Michigan water to residents in unincorporated areas of the County that are accessible to the Village's System which have suffered from contaminated wells in (the "Primary Service Area"), a copy of which is attached hereto and made a part hereof as Attachment A (the "Enabling Agreement"); and

WHEREAS, the Village and the DWC will also enter into a further Intergovernmental Agreement under which the DWC has agreed to loan money to the Village to pay the cost of constructing certain improvements to the System (the "Improvements") that will enable the Village to serve properties within the Primary Service Area (the "Implementing Agreement"); and

WHEREAS, the County has determined that there are approximately 36 residences within the Primary Service Area to be hooked up to the System, which area is depicted on Attachment C attached hereto and made a part hereof (the "Hookups") and the parcels identified by their Parcel Identification Number on Attachment D attached hereto and made a part hereof; and

WHEREAS, the County has entered into contracts with qualified service providers to provide the expertise, labor and materials required to design and construct the Improvements; and

WHEREAS, the County and Village have determined that the cost of constructing the Improvements and necessary appurtenances, including Village permits and connection fees in the Primary Service Area will not exceed \$350,000 for the Judith Court Improvements and \$306,000 for the Riviera Court Improvements (this cost does not include service lines, meter costs, or the sealing of wells); and

WHEREAS, the Village and the County desire to set forth in this Agreement the terms and conditions whereby funds borrowed by the Village from the DWC pursuant to the Implementing Agreement shall be used to pay the costs to construct the Improvements.

Now Therefore, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

Section 1. Preamble.

The foregoing recitals are by reference incorporated herein and made a part hereof as if fully set forth herein.

Section 2. Obligations of the Village.

A. Within sixty (60) business days after the Effective Date, the Village, with the assistance of the County, shall establish and begin to implement procedures to obtain consent of owners of residential drinking water wells within the Primary Service Area (identified on Attachments C and D) to hookup their residences to the System to receive public water supply and to permanently close their residential drinking water wells. It is understood that without well condemnation from the DuPage County Health Department, no obligation exists for the residents within the Primary Service Area to hookup to the System. All hookups shall be voluntary, unless otherwise directed by the DuPage County Health Department.

B. The Village shall not require annexation of the residents in the Primary Service Areas as a condition of receiving public water, or as a condition of continuing to receive public water service in the future. Under no circumstances shall this requirement limit the ability of the Village to annex the residents of the Primary Service Areas through other legal avenues available to the Village not associated with receiving public water.

C. The Village shall be loaned adequate funds from the DWC, in accordance with the terms of the Implementing Agreement, to pay the cost of design and construction of the Improvements and necessary appurtenances, including Village permit and connection fees and other costs. The Village will draw funds from the DWC when the County has completed the Improvements essentially in accord with the Plan Set drawings of Attachment E, attached hereto and made apart hereof, and has presented and is prepared to contemporaneously transfer a Bill of Sale for the Improvement and attendant easements. . The Village shall accept transfer of the three (3) easements, each captioned "Permanent Sewer and Water Easements and Temporary Construction Easement," which easements comprise Attachment F, attached hereto and made apart hereof. Further, upon the transfer of the Improvements and easements contemplated by Paragraph 3.e., below, the Village shall assume sole responsibility for the operation and maintenance thereof. The parties hereto intend that these easements shall be sufficient for all future maintenance, system upgrades, repairs, and re-construction of the Project as directed by the Village.

D. Within seven (7) days of receipt of certification from the County, by a duly authorized engineer, that the Improvements have been completed, the Village, after receiving the loan proceeds, shall transfer funds from the loan proceeds to the County in an amount sufficient to reimburse the County for any of its approved expenses incurred in this Project except that such amount shall not exceed the loan proceeds. The Village may also require the certification of its Village Engineer or a consulting engineer that the work performed has been accomplished in accordance with the approved plans and in compliance with Village ordinances prior to the transfer of any funds to the County.

E. To extend that the Village seeks to assess Connection Charges on residences within the Primary Service Area hooked up after the Effective Date, the Village shall be solely responsible for authorizing, invoicing and collecting such charges.

F. The Village shall be solely responsible for the sale of water to residential users within the Primary Service Area (Attachments C and D) after they have hooked up to the public water supply.

G. The Village shall operate and maintain the Improvements in compliance with all applicable Federal and State laws, statutes, codes, regulations and rules, including the Village's own ordinances and any permit conditions or requirements by the Illinois Environmental Protection Agency.

H. The Village shall be responsible for supervising all activities associated with the private service lines from the B-boxes to the residences, as well as all interior plumbing modifications, for all connections within the Primary Service Area. The Village shall be solely responsible for issuing permits, coordination of inspections, and acceptance of work for this private service work.

I. The Village shall pay the County within a period of thirty (30) days upon receipt of each invoice submitted for reimbursement.

J. The Village will file the loan re-payment schedule with the County Clerk no later than December 20, 2006.

K. The Village shall charge water rates as allowed by all applicable State and Federal standards.

Section 3. Obligations of the County.

A. The County has established special service areas to pay for the cost of the Improvements. The County will not amend the provisions of the Special Service Areas without the approval of the Village and shall continue to levy at an adequate rate of taxation to produce funds to re-pay the amount of the loan the Village has taken from the DWC. The County will annually turn over to the Village all tax receipts from the Special Service Areas after receiving such tax revenue. If requested by the Village, the County shall direct the County Treasurer to pay the receipts from the Special Service Areas taxes

to the Village or the DWC. If the tax revenue collected by the County Treasurer is not sufficient to pay for the principal and interest, of the DWC loan to the Village, at any time during the loan repayment period, or if such funds are not available for any other reason, the County shall pay to the Village, or DWC as directed by the Village, the amounts necessary to fully repay the loan amounts then due and owing. All payments from the County shall be made within thirty (30) days after receipt of funds or written notice from the Village of amounts due. In any case, payments from the County to the Village must be received at least fourteen (14) days in advance of the due date of any payments due the Commission from the Village under the loan. The Village shall have no obligations to the County under this Agreement if it does not receive the full adequate payments.

B. The County shall be responsible for supervising design, construction, acceptance and approval of payment for installation of all water main improvements associated with the Primary Service Area. This work shall include all water main within the right-of-way and dedicated easements including the installation of all B-boxes. It should be noted that this work does not include the supervision of the private service lines from the B-boxes to the residences or any other work private service work associated with the water main. The Village shall be solely responsible for all permitting and inspection of service connections.

C. The County shall use its best efforts to assure that the construction of the Improvements is completed and that all residents within the Primary Service Area (Attachments C and D) are hooked up to public water supply as expeditiously as practicable.

D. Agreements with the contractors for construction of the Improvements shall include the County's standard general conditions in use as of the Effective Date.

E. The County, at the time it receives the payment from the Village of funds loaned by the DWC, shall turn over to the Village bills of sale for the installed lines and easements for all water lines installed (Attachment F). The work shall be essentially in accord with the Plan Set drawings of Attachment E. The Village shall not be obligated to make such payments without the transfer of adequate title. The County's responsibility for the operation and maintenance of the Improvements and easements shall terminate on the date of said transfer and the Village shall assume all liability attendant thereto. Provided, however, that the Village, after taking title or ownership, shall be entitled to exercise or assessment of any rights of the County which is achieved under construction contracts included, but not limited to warranties and rights under any surety bonds or other security filed by contractors, subcontractors and insurance, to the extent that such exercise is permitted under any existing contracts or agreements.

F. The County shall be responsible for removing any and all liens and encumbrances associated to the Project, to the satisfaction of the Village within 30 days of Project closeout. Until such time that the Project is completed, all final waiver of liens are submitted to the Village, and the Village officially accepts the Project, the County

acknowledges its responsibility for any costs and claims arising from injuries to persons or property caused by and/or associated with the Project. Notwithstanding the foregoing, the County does not waive any defenses or immunities that it could otherwise assert against third parties. Once official Project closeout occurs, the County no longer assumes responsibility and/or liability associated with the Project.

G. The County shall be responsible to pay any and all future costs associated with fence removal and/or replacement, where specifically required by the attached easement documents. This work shall be completed by the Village, and all costs associated with this work shall then be billed directly to the County for reimbursement.

Section 4. General.

A. Cooperation and Further Agreements. The parties agree to meet and cooperate in good faith throughout the term of this Agreement to implement the letter and spirit of the provisions set forth in this Agreement.

B. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications shall be addressed to, and delivered at, the address of the notice recipients for each party specified on their respective signature pages.

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, the parties each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

C. Entire Agreement. This Agreement sets forth the entire agreement of the parties regarding the terms and conditions whereby funds borrowed by the Village from the DWC pursuant to the Implementing Agreement shall be used to pay the costs to construct the Improvements. There are no other understandings or agreements, oral or written, by or between the Village and the County with respect thereto, nor was the making and execution of this Agreement induced by any representation, statement, warranty, agreement, or action other than those expressed or explicitly referenced in this Agreement or in the Implementing Agreement.

D. No Waiver. No course of dealing or failure of any party to enforce strictly any term, right, or condition of this Agreement shall be construed as a waiver of such term,

right, or condition. No express waiver of any term, right, or condition of this Agreement shall operate as a waiver of any other term, right, or condition.

E. No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish, or impose any legal duty to any third party.

F. No Admission. Nothing herein shall be deemed or construed to be an admission of liability or of any matter of fact or law by any of the parties to this Agreement.

G. Required Actions. No party shall unreasonably delay deny or withhold any review, notice, consent, approval required by this Agreement.

H. Governing Law. This Agreement shall be governed by and construed exclusively under the applicable laws of the State of Illinois, with regard to conflicts of law principles. The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this Agreement shall be the judicial circuit court for DuPage County.

I. Counterparts. This Agreement may be executed in several counterparts, each which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Any such counterpart may be signed by one of the parties hereto so long as each of the parties hereto has signed one or more of such counterparts.

J. Amendments. The parties may modify or amend terms of this Agreement only by a written document duly approved and executed by both parties.

K. Conflicting Provisions. In event of a conflict between the terms or conditions or this Agreement and any term or condition found in any exhibit or attachment, the terms and conditions of this Agreement shall prevail.

L. Severability. In the event, any provision of this Agreement is held to be unenforceable or invalid for any reason, the Parties shall in good faith attempt to amend the Agreement to allow the original intent of the Parties to be carried out and if that cannot be accomplished, then either Party may terminate the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers, pursuant to proper authorization of their respective governing bodies, as of the date first stated above.

DUPAGE COUNTY

By: _____

As Its: _____

VILLAGE OF CAROL STREAM

By: _____

As Its: _____

**AGREEMENT AMONG THE
VILLAGE OF CAROL STREAM AND DUPAGE COUNTY**

ATTACHMENTS

Attachment A: Intergovernmental Agreement Between the Village and DWC

Attachment B: Implemental Agreement Between the Village and DWC

Attachment C: Map of the Primary Service Area

Attachment D: List of Parcels within the Primary Service Area

Attachment E: Plan Set for the Improvements

Attachment F: Three (3) Permanent Sewer and Water Easements and Temporary Construction Easements

AGENDA ITEM

I-6 9-18-06

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING THE TRANSFER OF
PUBLIC WATER MAIN IMPROVEMENTS
FROM DUPAGE COUNTY
(JUDITH & RIVIERA COURTS)**

WHEREAS, DuPage County has satisfactorily and substantially completed all public water main improvements for Judith and Riviera courts in accordance with the approved engineering plans and specifications; and

WHEREAS, a memorandum from the Village Engineer to the Village Manager dated September 12, 2006 indicates that these improvements have been substantially and satisfactorily completed.

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

SECTION 1: That the Village of Carol Stream does hereby accept the transfer of public water main improvements from DuPage County for Judith and Riviera Courts.

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

PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER 2006.

AYES:

NAYS:

ABSENT:

Ross Ferraro, Mayor

Attest:

Janice Koester, Village Clerk

F-7 9-18-06

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A TRANSFER OF PUBLIC WATER MAIN EASEMENTS
FROM DUPAGE COUNTY
(JUDITH & RIVIERA COURTS)**

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 to accept a transfer of Watermain
Easement from DuPage County, which would allow the Village to maintain, own and
operate a water main constructed by DuPage County for Judith and Riviera Courts.
The Village has normal rights to access, maintain, repair or reconstruct these public
utility infrastructure improvements. The Water Main Utility Easement is attached to
this Resolution as Exhibit "A".

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 18TH DAY OF SEPTEMBER 2006.

AYES:

NAYS:

ABSENT:

Ross Ferraro, Mayor

ATTEST:

Janice Koester, Village Clerk

TEMPORARY CONSTRUCTION

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Anthony M. Talarico and Jean S. Talarico, and Thomas E. Chaloupka and Tia Chaloupka as Joint Tenants, property owners (hereinafter referred to collectively as "Grantors") for and in consideration of one dollar (\$1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grant, convey and warrant to the County of DuPage, Illinois, (hereinafter referred to as "Grantee"), and its successors and/or assigns, a non-exclusive temporary construction easement for the purpose of allowing the Grantee, and its employees and, or, contractors temporary use for the construction and installation of utility improvements within the designated existing permanent easement areas.



FRED BUCHOLZ
DUPAGE COUNTY RECORDER
JUL.27,2006 RHSP 11:44 AM
OTHER 01-23-400-017
006 PAGES R2006-144514

The temporary construction easement, as shown on Exhibit A, are legally described as follows:

The North 15.0 Feet of the South 25.0 Feet of Lot 9 (except that part dedicated for road purposes) in Riviera Hills, a Subdivision in the Northwest ¼ of the Southeast ¼ of Section 23, Township 40 North, Range 9, East of the Third Principal Meridian, according to the plats thereof recorded October 31, 1969 as Document R69-47513 and the road dedication recorded 1-23-1980 as Document R1980-005624 in DuPage County, IL

Common Property Address: Vacant Property on Riviera Ct., Bartlett, IL 60103

Permanent Parcel Number: 01-23-400-017

Prepared by: DuPage County Public Works
421 North County Farm Rd.
Wheaton, Illinois 60187

Return to: Janet Williams
DuPage County Public Works
421 N. County Farm
Wheaton, IL 60187

Resolution number: AW-0013-06

AW 7-5-06
TC 7-5-06
ST 7-5-06
TC 7-5-06

This Grant is made by the Grantors and accepted by the Grantee under the following terms and conditions:

1. Definitions: The following terms shall be understood to have the meaning set forth herein:
 - a. "Easement Areas" shall mean the temporary construction easement
 - b. "Improvements" shall mean a water main and any and all appurtenances, equipment or fixtures thereto, including but not limited to manholes, buffalo boxes, valves, hydrants, pumps, monitors, supports, etc.
 - c. "Temporary Construction Easement" shall be as legally described herein and depicted on an attached site plan. Said easement shall, notwithstanding any errors or discrepancies in said legal descriptions, be a fifteen-foot (15.0') wide strip of land lying North of and adjacent to the North line of the permanent easement that lies along the southerly line of said Lot 9.

2. Grantee's Use: The following conditions shall apply to Grantee's use of the Easement Areas:
 - a. The temporary construction easement is granted specifically for a one-year period for the purpose of allowing the Grantee temporary ingress and egress onto, over, under, above and along the temporary construction easement area to access the permanent easement and to use it to install, construct, build, add to, relocate, repair, replace and inspect the Improvements within the permanent easement.
 - b. The rights and obligations of the Grantee shall extend to its employees, officers, agents, consultants, contractors, sub-contractors, assigns and successors. The parties specifically acknowledge that the Grantee's interests, rights and obligations in said Easement Areas shall be transferred to the Village of Carol Stream ("Village") and upon such transfer, without further notice to the Grantor, the Village shall be solely responsible for the Easement Areas created by this Grant.
 - c. Grantee may access the Easement Areas at any time, without notice to Grantors, for the purpose of conducting any type of inspection, testing or examination of the Easement Areas and, or, any Improvement located thereon and, or, observe the operations of said Improvements. Grantee may further access the Easement Areas at any time, without notice to Grantors, for the purpose of conducting any type of repairs, maintenance or upkeep to the Easement Areas or Improvements.

ACB 7-5-06
TC 7-5-06
JT 7-5-06
TC 7-5-06

- d. Grantee agrees that it will perform any work hereby authorized within the Easement Areas, or on the Improvements located therein, with reasonable care, skill and diligence. The Grantee will perform all work in such a way as to avoid harm to the Grantor's real or personal property adjacent to said Easement Areas. Grantors acknowledge that emergency inspections and work may be undertaken in any manner deemed reasonable and prudent by the Grantee.
- e. The Grantee shall obtain any required governmental permits, licenses or approvals prior to commencing any work, excepting such work necessary for the preparation of construction plans and, or, governmental submittals such as the performance of surveys, soil borings, environmental audits, etc. Upon written request, the Grantee shall provide Grantors with copies of any governmental permits, licenses, approval or submittals for said authorizations relating to Grantee's work within the Easement Areas. The Grantee shall abide by and comply with every condition, term or covenant of said governmental permits, licenses or approvals and shall further do all work in accord with the applicable local, State and Federal laws, ordinances, rules and regulations.
- f. Grantee shall require any contractor doing work in the Easement Areas to fully compensate the Grantors in the event any of Grantor's real or personal property is negatively disturbed or damaged by the contractor. The Grantee shall, at its election, pay the Grantors for the costs of repairing, restoring or replacing the disturbed land or property, or undertake the repairs and restorations, for any land or property damaged by Grantee's officers or employees. Repairs or restoration shall be to a condition as nearly as possible to the condition in which the land existed before the Grantee's disturbance or damage thereto. The Grantee shall restore disturbed grass with seed or patch only.
- g. The Grantee may store equipment and materials within the Easement Areas while performing any construction, maintenance, repairs, surveying, testing or installation in said easements. Grantee will promptly remove all such stored items upon its completion of the authorized work.
- h. The easements granted herein shall be non-exclusive to the Grantee, subject to the qualifications and limitations on the respective parties for any subsequent use of the Easement Areas contained herein and further subject to any applicable laws or ordinance requiring that the Improvements be isolated, separated or otherwise protected from other improvements, activities or structures.
- i. All trees removed within these new easements by the Grantee during construction, shall each be replaced with three (3) new trees of the following characteristics:

~~ATC~~ 7-5-06
 FC 7-5-06
 J.T. 7-5-06
 O.T.C. 7-5-06

Colorado Blue Spruce or agreed upon equivalent – 6 feet (or more) in height

All costs associated with this tree replacement shall be the sole responsibility of the Grantee.

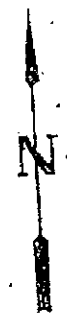
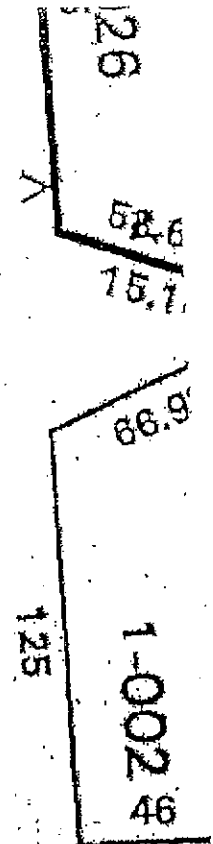
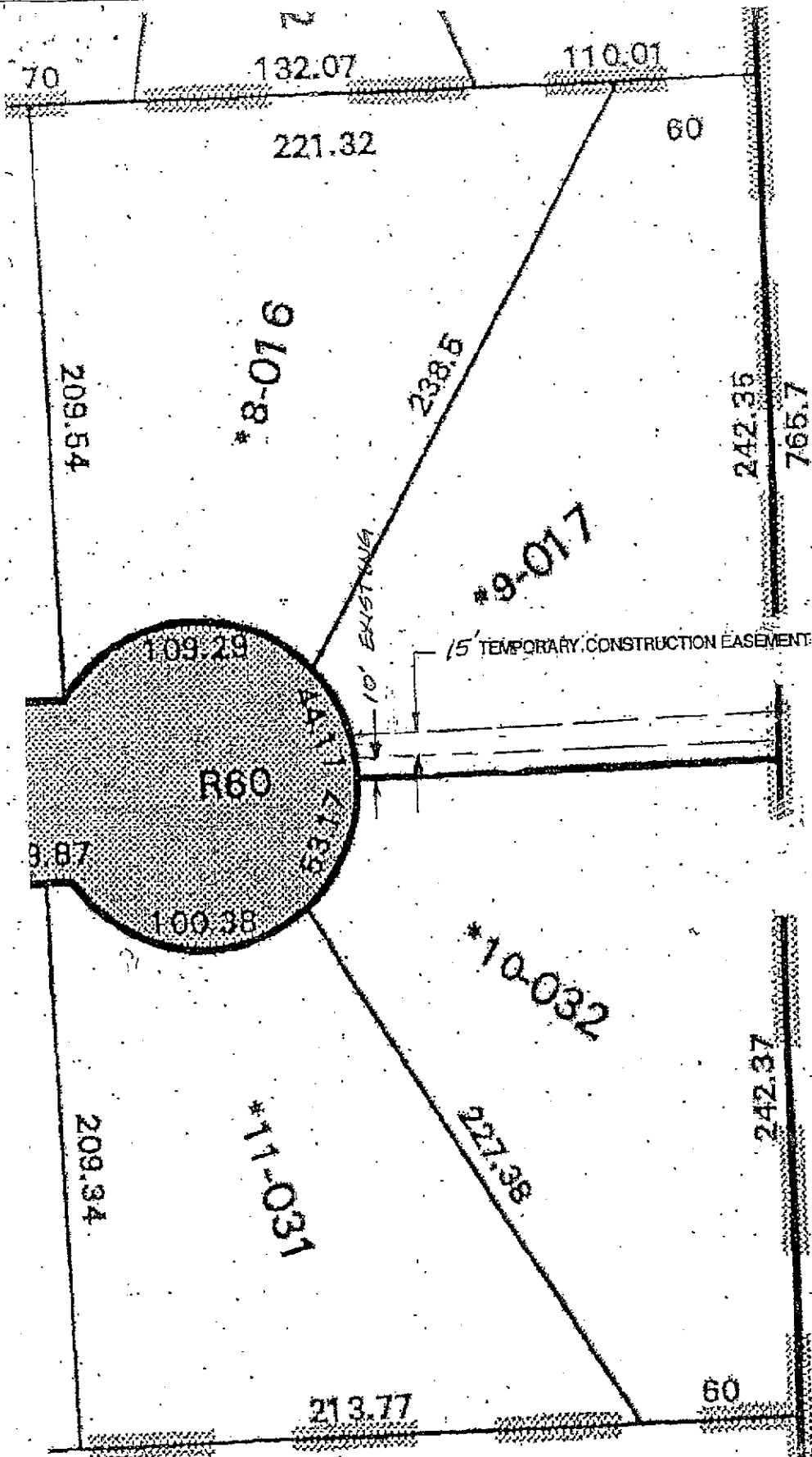
3. The Grantor's retained rights and obligations shall be as follows:

- a. Grantors shall have and retain all rights to the use, enjoyment and occupation of the aforesaid Easement Areas, including all obligations attendant thereto such as maintenance, as set forth below, and payment of real estate taxes, if any. Grantors may engage in any use provided that Grantor's act does not adversely affect the intended purposes for which the Easement Areas, or the Improvements therein, have been designed or are intended to serve.
- b. Grantors shall not construct any structures or improvements on or within the Easement Areas nor shall the Grantors alter, change, destroy or modify the grading of the Easement Areas in any manner that would affect the designed and intended use of said Easement Areas without having first received prior written approval of the Grantee.
- c. Grantors may use and, or, cross the easement areas in the routing of other utilities, so long as such activity does not interfere with the intended and, or, designed use and, purposes, of the improvements within the easement area. Grantors shall do no act that affects the lateral or sub-lateral support for the easement areas, improvements located thereon, or that interferes with the operation of said improvements. Grantors may grant such other easements, licenses, rights of access or other permission to third parties for the use of Grantor's property as it deems fit provided, however, no such subsequent use, or change in existing uses, shall be permitted to interfere with or burden the Easement Area(s) or Improvements located therein or hamper, frustrate or increase the Grantee's cost of performing maintenance and repairs.

4. The easement herein granted shall run with the land and shall be binding on all lessees, successors, heirs, devisees, and assigns of the Grantors and the Grantee. The Grantee shall record this easement grant at its sole expense.

5. Whenever any provision of this Easement Grant requires one party (the first party) to undertake any review or do any act or give its consent or approval to the other party (second party), the first party shall not unreasonably delay, withhold, condition or deny the act, review, consent or approval.

APD 7-5-06
TC 7-5-06
J.T 7-5-06
J.C 7-5-06



Att 7-5-06

EXHIBIT "A"

**PERMANENT WATER MAIN
EASEMENT &
TEMPORARY CONSTRUCTION
EASEMENT**



FRED BUCHOLZ

DUPAGE COUNTY RECORDER

JUL 27, 2006

11:44 AM

OTHER

01-23-401-022

007 PAGES

R2006-144512

KNOW ALL MEN BY THESE PRESENTS, that Stanley F. Ciochon and Judith A. Ciochon, as tenants by the entirety, as property owners (hereinafter referred to collectively as "Grantors") for and in consideration of one dollar (\$1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grant, convey and warrant to the County of DuPage, Illinois, (hereinafter referred to as "Grantee"), and its successors and/or assigns, a non-exclusive permanent easement ("permanent easement") for the purpose of constructing, installing, maintaining, operating, inspecting, repairing, water lines and a non-exclusive temporary construction easement for the purpose of allowing the Grantee, and its employees and, or, contractors temporary use for the construction and installation of said improvements within the designated permanent easement area.

The permanent water main easement, as shown on Exhibit A, is legally described as follows:

The East 5.0 Feet of Lot 8 in William A. Johnson First Addition, being a Subdivision of part of the North Half of the Southwest quarter of the Southeast quarter of Section 23, Township 40 North, Range 9, East of the Third Principal Meridian, according to the Plat thereof recorded October 20, 1975 as Document R75-57227 and Certificate of Correction recorded as document 75-65917, in DuPage County, Illinois

and

The temporary construction easement, as shown on Exhibit A, are legally described as follows:

The West 5.0 Feet of the East 10.0 Feet of Lot 8 in William A. Johnson First Addition, being a Subdivision of part of the North Half of the Southwest quarter of the Southeast quarter of Section 23, Township 40 North, Range 9, East of the Third Principal Meridian, according to the Plat thereof recorded October 20, 1975 as Document R75-57227 and Certificate of Correction recorded as document 75-65917, in DuPage County, Illinois.

Common Property Address: 28 W 230 Judith Court, West Chicago, Illinois 60185

Permanent Parcel Number: 01-23-401-022

Prepared by: DuPage County Public Works
421 North County Farm Rd.
Wheaton, Illinois 60187

Return to: Janet Williams
DuPage County Public Works
421 N. County Farm
Wheaton, IL 60187

Resolution number: FW-0012-06

This Grant is made by the Grantor and accepted by the Grantee under the following terms and conditions:

1. Definitions: The following terms shall be understood to have the meaning set forth herein:
 - a. "Easement Areas" shall mean the collective area comprised of the permanent easement and during its term and temporary construction easement, if any. After the termination of the temporary construction easement(s), "Easement Areas" shall refer solely to the area occupied by the permanent easement.
 - b. "Improvements" shall mean a water main and any and all appurtenances, equipment or fixtures thereto, including but not limited to manholes, buffalo boxes, valves, hydrants, pumps, monitors, supports, etc.
 - c. "Permanent Easement" shall be as legally described herein and depicted on an attached site plan. Said easement shall, notwithstanding any errors or discrepancies in said legal description be the Easterly five feet (5') of said Lot 8.
 - d. "Temporary Construction Easement" shall be as legally described herein and depicted on an attached site plan. Said easement shall, notwithstanding any errors or discrepancies in said legal descriptions, be a five foot (5.0') wide strip of land lying Westerly of and adjacent to the permanent easement along the Easterly line of said Lot 8.

2. Grantee's Use: The following conditions shall apply to Grantee's use of the Easement Areas:

- a. The permanent easement is granted in perpetuity specifically for the purpose of allowing the Grantee ingress and egress onto, over, under, above and along the permanent easement area to install, construct, build, add to, relocate, repair, replace, inspect, maintain, use and operate permanent water lines and any appurtenances thereto.
- b. The temporary construction easement is granted specifically for a one-year period for the purpose of allowing the Grantee temporary ingress and egress onto, over, under, above and along the temporary construction easement area to access the permanent easement and to use it to install, construct, build, add to, relocate, repair, replace and inspect the Improvements within the permanent easement.
- c. Grantee may from time to time, perform inspections, maintenance, repairs, reconstruction, regarding or other work on or within the permanent easement area and, or, to the Improvements located therein.
- d. The rights and obligations of the Grantee shall extend to its employees, officers, agents, consultants, contractors, sub-contractors, assigns and successors. The parties specifically acknowledge that the Grantee's interests, rights and obligations in said Easement Areas shall be transferred to the Village of Carol Stream ("Village") and upon such transfer, without further notice to the Grantor, the Village shall be solely responsible for the Easement Areas created by this Grant.
- e. Grantee may access the Easement Areas at any time, without notice to Grantor, for the purpose of conducting any type of inspection, testing or examination of the Easement Areas and, or, any Improvement located thereon and, or, observe the operations of said Improvements. Grantee may further access the Easement Areas at any time, without notice to Grantor, for the purpose of conducting any type of repairs, maintenance or upkeep to the Easement Areas or Improvements.
- f. Grantee agrees that it will perform any work hereby authorized within the Easement Areas, or on the Improvements located therein, with reasonable care, skill and diligence. The Grantee will perform all work in such a way as to avoid harm to the Grantor's real or personal property adjacent to said Easement Areas. Grantor acknowledges that emergency inspections and work may be undertaken in any manner deemed reasonable and prudent by the Grantee.
- g. The Grantee shall obtain any required governmental permits, licenses or approvals prior to commencing any work, excepting such work necessary for the preparation of construction plans and, or, governmental submittals such as the performance of surveys, soil borings, environmental audits, etc. Upon written request, the Grantee shall provide Grantor with copies of

any governmental permits, licenses, approval or submittals for said authorizations relating to Grantee's work within the Easement Areas. The Grantee shall abide by and comply with every condition, term or covenant of said governmental permits, licenses or approvals and shall further do all work in accord with the applicable local, State and Federal laws, ordinances, rules and regulations.

- h. Grantee shall require any contractor doing work in the Easement Areas to fully compensate the Grantor in the event any of Grantor's real or personal property is negatively disturbed or damaged by the contractor. The Grantee shall, at its election, pay the Grantor for the costs of repairing, restoring or replacing the disturbed land or property, or undertake the repairs and restorations, for any land or property damaged by Grantee's officers or employees. Repairs or restoration shall be to a condition as nearly as possible to the condition in which the land existed before the Grantee's disturbance or damage thereto. The Grantee shall restore disturbed grass with seed or patch only.
- i. The Grantee may store equipment and materials within the Easement Areas while performing any construction, maintenance, repairs, surveying, testing or installation in said easements. Grantee will promptly remove all such stored items upon its completion of the authorized work.
- j. The easements granted herein shall be non-exclusive to the Grantee, subject to the qualifications and limitations on the respective parties for any subsequent use of the Easement Areas contained herein and further subject to any applicable laws or ordinance requiring that the Improvements be isolated, separated or otherwise protected from other improvements, activities or structures.
- k. The Grantee shall install the proposed water main throughout the easement area via a directional bore technique. Should an obstruction be encountered during directional boring, every effort shall be made to remove and/or excavate out the obstacle preventing the directional boring. Open trenching of the water main shall only be utilized if the directional boring technique does not work.
- l. All areas disturbed during the course of construction within the dedicated easement area shall be restored in-kind at the Grantee's expense. This shall also include the replacement of all fencing that is removed as part of the construction process.

- m. If at any future time, the Grantee's water main, or their successor, should break and cause damage to the Grantor's property, the Grantee shall replace and/or repair all damaged property. All costs associated with these repairs shall be the sole responsibility of the Grantee. This guarantee does not extend to the private service line of the residence, but rather the water main located in this easement.
3. The Grantor's retained rights and obligations shall be as follows:
- a. Grantor shall have and retain all rights to the use, enjoyment and occupation of the aforesaid Easement Areas, including all obligations attendant thereto such as maintenance, as set forth below, and payment of real estate taxes, if any. Grantor may engage in any use provided that Grantor's acts do not adversely affect the intended purposes for which the Easement Areas, or the Improvements therein, have been designed or are intended to serve.
 - b. Grantor shall not construct any structures or improvements on or within the Easement Areas nor shall the Grantor alter, change, destroy or modify the grading of the Easement Areas in any manner that would affect the designed and intended use of said Easement Areas without having first received prior written approval of the Grantee.
 - c. Grantor may use and, or, cross the easement areas in the routing of other utilities, so long as such activity does not interfere with the intended and, or, designed use and, purposes, of the improvements within the easement area. Grantor shall do no act that affects the lateral or sub-lateral support for the easement areas, improvements located thereon, or that interferes with the operation of said improvements. Grantor may grant such other easements, licenses, rights of access or other permission to third parties for the use of Grantor's property as it deems fit provided, however, no such subsequent use, or change in existing uses, shall be permitted to interfere with or burden the Easement Area(s) or Improvements located therein or hamper, frustrate or increase the Grantee's cost of performing maintenance and repairs.
4. The easement herein granted shall run with the land and shall be binding on all lessees, successors, heirs, devisees, and assigns of the Grantor and the Grantee. The Grantee shall record this easement grant at its sole expense.
5. Whenever any provision of this Easement Grant requires one party (the first party) to undertake any review or do any act or give its consent or approval to the other party (second party), the first party shall not unreasonably delay, withhold, condition or deny the act, review, consent or approval.

Dated this 28TH day of JUNE, 2006.

IN WITNESS WHEREOF, the parties hereto have caused this easement to be executed on the date written above.

GRANTORS:

By: *Stanley F. Ciochon*
name: Stanley F. Ciochon

By: *Judith A. Ciochon*
name: Judith A. Ciochon

SSN # NA

SSN # NA

STATE OF ILLINOIS)
) Ss
COUNTY OF)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me, to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary acts, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28th day of June, 2006.

Notary Public *Anita L. Meszaros*

My commission expires:

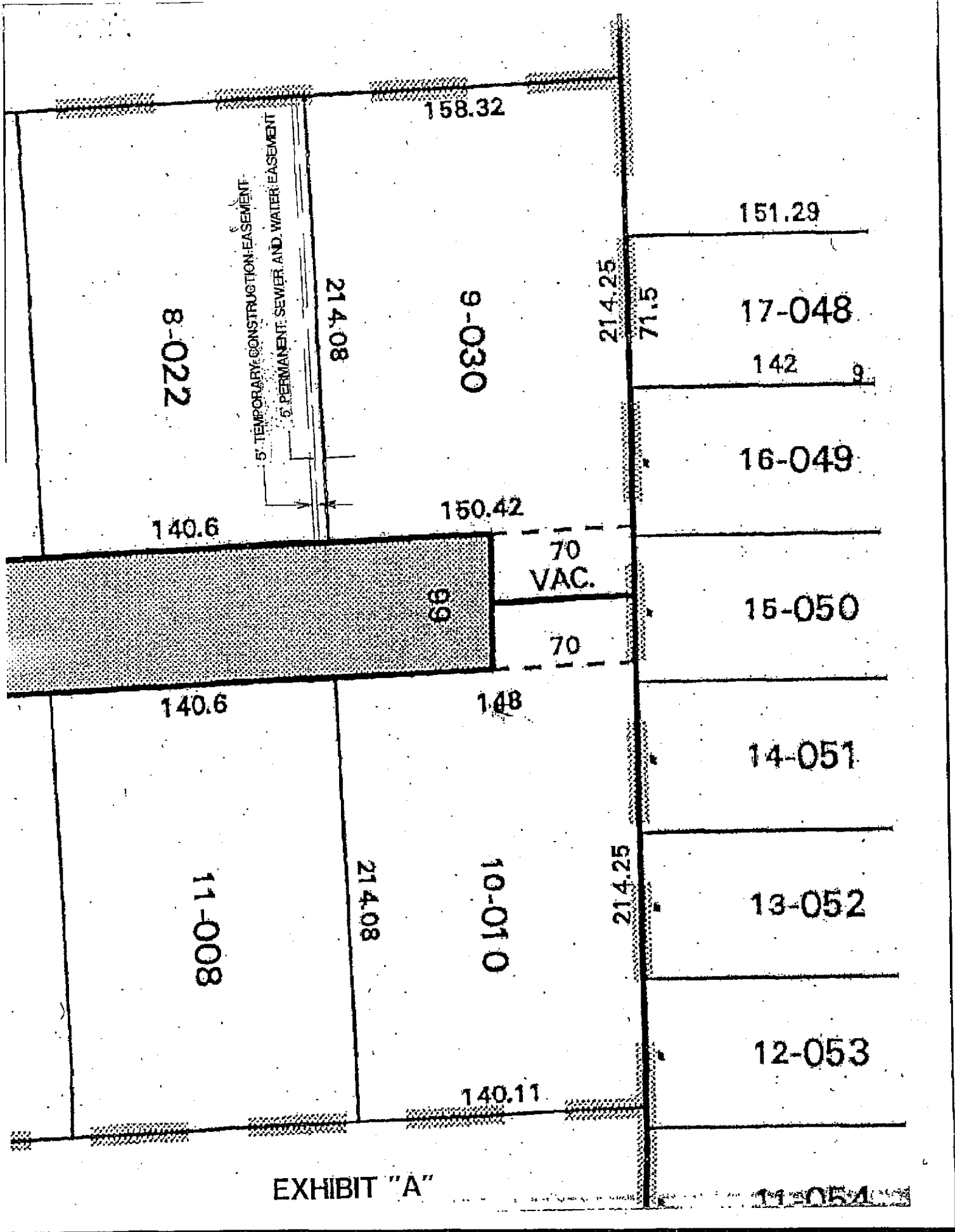
2/21/09

GRANTEE COUNTY OF DUPAGE

[Signature]
name:
title:

Attest by *Gary A. Long*
name:
title:





PERMANENT WATER
EASEMENT &
TEMPORARY CONSTRUCTION
EASEMENT



FRED BUCHOLZ
DUPAGE COUNTY RECORDER
JUL 27 2006 RHSP 11:44 AM
OTHER 01-23-401-030
007 PAGES R2006-144513

KNOW ALL MEN BY THESE PRESENTS, that Gerald J. Kennetz, as property owner (hereinafter referred to collectively as "Grantor") for and in consideration of one dollar (\$1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grant, convey and warrant to the County of DuPage, Illinois, (hereinafter referred to as "Grantee"), and its successors and/or assigns, a non-exclusive permanent easement ("permanent easement") for the purpose of constructing, installing, maintaining, operating, inspecting, repairing, water lines and a non-exclusive temporary construction easement for the purpose of allowing the Grantee, and its employees and, or, contractors temporary use for the construction and installation of said improvements within the designated permanent easement area.

The permanent water easement, as shown on Exhibit A, is legally described as follows:

The West 10.0 Feet of Lot 9 in William A. Johnson First Addition, being a Subdivision of part of the North Half of the Southwest quarter of the Southeast quarter of Section 23, Township 40 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded October 20, 1975 as Document R75-57227 and Certificate of Correction recorded as Document 75-65917, in DuPage County, Illinois.

And

The temporary construction easement, as shown on Exhibit A, are legally described as follows:

The East 5.0 Feet of the West 15.0 Feet of Lot 9 in William A. Johnson First Addition, being a Subdivision of part of the North Half of the Southwest quarter of the Southeast quarter of Section 23, Township 40 North, Range 9, East of the Third Principal Meridian, according to the Plat thereof recorded October 20, 1975 as Document R75-57227 and Certificate of Correction recorded as document 75-65917, in DuPage County, Illinois.

Common Property Address: 28 W 210 Judith Court, West Chicago, Illinois 60185

Permanent Parcel Number: 01-23-401-030

Prepared by: DuPage County Public Works
421 North County Farm Rd.
Wheaton, Illinois 60187

Return to: Janet Williams
DuPage County Public Works
421 N. County Farm
Wheaton, IL 60187

Resolution number: PW-0011-06

This Grant is made by the Grantor and accepted by the Grantee under the following terms and conditions:

1. Definitions: The following terms shall be understood to have the meaning set forth herein:
 - a. "Easement Areas" shall mean the collective area comprised of the permanent easement and during its term and temporary construction easement, if any. After the termination of the temporary construction easement(s), "Easement Areas" shall refer solely to the area occupied by the permanent easement.
 - b. "Improvements" shall mean a water main and any and all appurtenances, equipment or fixtures thereto, including but not limited to manholes, buffalo boxes, valves, hydrants, pumps, monitors, supports, etc.
 - c. "Permanent Easement" shall be as legally described herein and depicted on an attached site plan. Said easement shall, notwithstanding any errors or discrepancies in said legal description be the Westerly ten feet (10') of said Lot 9.
 - d. "Temporary Construction Easement" shall be as legally described herein and depicted on an attached site plan. Said easement shall, notwithstanding any errors or discrepancies in said legal descriptions, be a five foot (5.0') wide strip of land lying Easterly of and adjacent to the permanent easement along the Westerly line of said Lot 9.

2. Grantee's Use: The following conditions shall apply to Grantee's use of the Easement Areas:

- a. The permanent easement is granted in perpetuity specifically for the purpose of allowing the Grantee ingress and egress onto, over, under, above and along the permanent easement area to install, construct, build, add to, relocate, repair, replace, inspect, maintain, use and operate permanent water lines and any appurtenances thereto.
- b. The temporary construction easement is granted specifically for a one-year period for the purpose of allowing the Grantee temporary ingress and egress onto, over, under, above and along the temporary construction easement area to access the permanent easement and to use it to install, construct, build, add to, relocate, repair, replace and inspect the Improvements within the permanent easement.
- c. Grantee may from time to time, perform inspections, maintenance, repairs, reconstruction, regarding or other work on or within the permanent easement area and, or, to the Improvements located therein.
- d. The rights and obligations of the Grantee shall extend to its employees, officers, agents, consultants, contractors, sub-contractors, assigns and successors. The parties specifically acknowledge that the Grantee's interests, rights and obligations in said Easement Areas shall be transferred to the Village of Carol Stream ("Village") and upon such transfer, without further notice to the Grantor, the Village shall be solely responsible for the Easement Areas created by this Grant.
- e. Grantee may access the Easement Areas at any time, without notice to Grantor, for the purpose of conducting any type of inspection, testing or examination of the Easement Areas and, or, any Improvement located thereon and, or, observe the operations of said Improvements. Grantee may further access the Easement Areas at any time, without notice to Grantor, for the purpose of conducting any type of repairs, maintenance or upkeep to the Easement Areas or Improvements.
- f. Grantee agrees that it will perform any work hereby authorized within the Easement Areas, or on the Improvements located therein, with reasonable care, skill and diligence. The Grantee will perform all work in such a way as to avoid harm to the Grantor's real or personal property adjacent to said Easement Areas. Grantor acknowledges that emergency inspections and work may be undertaken in any manner deemed reasonable and prudent by the Grantee.
- g. The Grantee shall obtain any required governmental permits, licenses or approvals prior to commencing any work, excepting such work necessary for the preparation of construction plans and, or, governmental submittals such as the performance of surveys, soil borings, environmental audits, etc. Upon written request, the Grantee shall provide Grantor with copies of

any governmental permits, licenses, approval or submittals for said authorizations relating to Grantee's work within the Easement Areas. The Grantee shall abide by and comply with every condition, term or covenant of said governmental permits, licenses or approvals and shall further do all work in accord with the applicable local, State and Federal laws, ordinances, rules and regulations.

- h. Grantee shall require any contractor doing work in the Easement Areas to fully compensate the Grantor in the event any of Grantor's real or personal property is negatively disturbed or damaged by the contractor. The Grantee shall, at its election, pay the Grantor for the costs of repairing, restoring or replacing the disturbed land or property, or undertake the repairs and restorations, for any land or property damaged by Grantee's officers or employees. Repairs or restoration shall be to a condition as nearly as possible to the condition in which the land existed before the Grantee's disturbance or damage thereto. The Grantee shall restore disturbed grass with seed or patch only.
- i. The Grantee may store equipment and materials within the Easement Areas while performing any construction, maintenance, repairs, surveying, testing or installation in said easements. Grantee will promptly remove all such stored items upon its completion of the authorized work.
- j. The easements granted herein shall be non-exclusive to the Grantee, subject to the qualifications and limitations on the respective parties for any subsequent use of the Easement Areas contained herein and further subject to any applicable laws or ordinance requiring that the Improvements be isolated, separated or otherwise protected from other improvements, activities or structures.
- k. The Grantee shall install the proposed water main throughout the easement area via a directional bore technique. Should an obstruction be encountered during directional boring, every effort shall be made to remove and/or excavate out the obstacle preventing the directional boring. Open trenching of the water main shall only be utilized if the directional boring technique does not work.
- l. All areas disturbed within the dedicated easement area shall be restored in-kind at the Grantee's expense. This shall also include the replacement of all fencing that is removed as part of the construction process.

3. The Grantor's retained rights and obligations shall be as follows:

- a. Grantor shall have and retain all rights to the use, enjoyment and occupation of the aforesaid Easement Areas, including all obligations attendant thereto such as maintenance, as set forth below, and payment of real estate taxes, if any. Grantor may engage in any use provided that Grantor's acts do not adversely affect the intended purposes for which the Easement Areas, or the Improvements therein, have been designed or are intended to serve.
 - b. Grantor shall not construct any structures or improvements on or within the Easement Areas nor shall the Grantor alter, change, destroy or modify the grading of the Easement Areas in any manner that would affect the designed and intended use of said Easement Areas without having first received prior written approval of the Grantee.
 - c. Grantor may use and, or, cross the easement areas in the routing of other utilities, so long as such activity does not interfere with the intended and, or, designed use and, purposes, of the improvements within the easement area. Grantor shall do no act that affects the lateral or sub-lateral support for the easement areas, improvements located thereon, or that interferes with the operation of said improvements. Grantor may grant such other easements, licenses, rights of access or other permission to third parties for the use of Grantor's property as it deems fit provided, however, no such subsequent use, or change in existing uses, shall be permitted to interfere with or burden the Easement Area(s) or Improvements located therein or hamper, frustrate or increase the Grantee's cost of performing maintenance and repairs.
4. The easement herein granted shall run with the land and shall be binding on all lessors, successors, heirs, devisees, and assigns of the Grantor and the Grantee. The Grantee shall record this easement grant at its sole expense.
 5. Whenever any provision of this Easement Grant requires one party (the first party) to undertake any review or do any act or give its consent or approval to the other party (second party), the first party shall not unreasonably delay, withhold, condition or deny the act, review, consent or approval.

Dated this 9th day of June, 2006.

IN WITNESS WHEREOF, the parties hereto have caused this easement to be executed on the date written above.

GRANTOR:

By: Gerald J. Kennitz
name: Gerald J. Kennitz

STATE OF ILLINOIS)
COUNTY OF DuPage) Ss

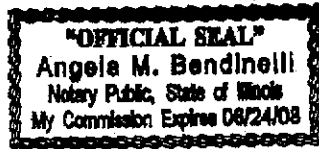
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Gerald J. Kennitz, personally known to me, to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary acts, for the uses and purposes therein set forth.

Given under my hand and official seal, this 9th day of June, 2006.

Notary Public, Angela M. Bendinelli

My commission expires:

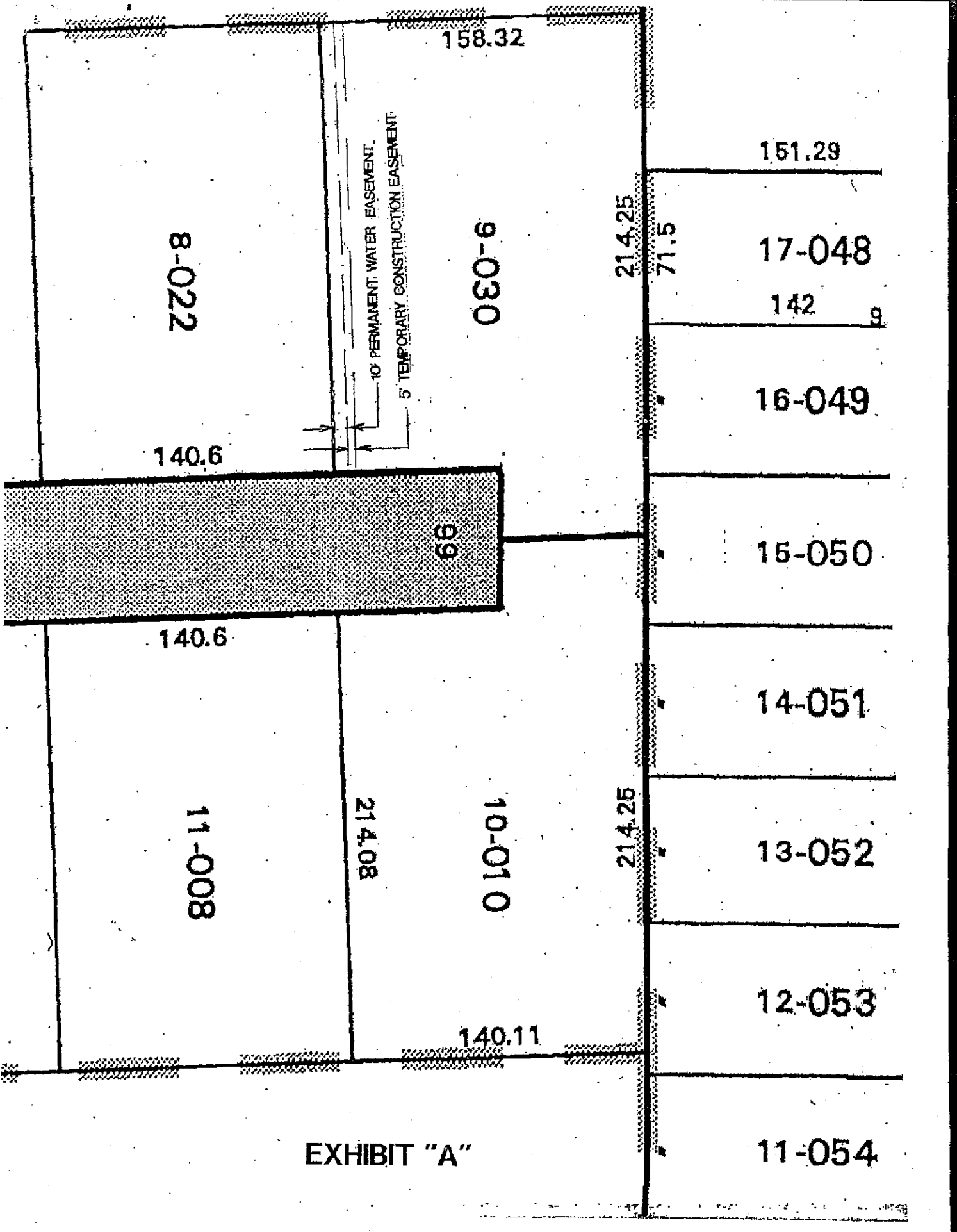
6/24/08



GRANTED COUNTY OF DUPAGE

By: [Signature]
name:
title:

Attest by: Gary A. Hoody
name:
title:



8-022

9-030

140.6

69

140.6

11-008

214.08

10-010

140.11

214.25

71.5

158.32

151.29

17-048

142

16-049

15-050

14-051

13-052

12-053

11-054

10' PERMANENT WATER EASEMENT.
5' TEMPORARY CONSTRUCTION EASEMENT.

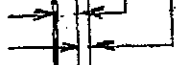


EXHIBIT "A"

AGENDA ITEM
J-1 9-18-06

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: Terry Davis, Secretary *td*
DATE: September 15, 2006
RE: **Outreach Community Center - Amplification Permit Application**

The Outreach Community Center in Carol Stream is having an outdoor community event – Fiesta Latina – on Friday, September 22, 2006. This event will be held at the Outreach Community Center Parking Lot from 5 pm – 9 pm.

They have applied for an amplification permit for this event and respectively request a waiver of the \$25 amplification fee.

Attached is the Sound Amplification Permit Application for the Board's review and consideration. Please include this request on the September 18, 2006 board meeting agenda. Thank you.

Attachment



Village of Carol Stream

Sound Amplifier Permit Application

Please thoroughly read the attached local Sound Amplification Ordinance that details the permit procedures and guidelines for use of a sound amplification device.

APPLICANT NAME: Rachel Newson

APPLICANT ADDRESS: 345 S President St.
Carol Stream, IL 60188

APPLICANT PHONE #: (630) 260-7600

ORGANIZATION NAME: Outreach Community Center

ORGANIZATION ADDRESS: 345 S President St.
Carol Stream, IL 60188

ORGANIZATION PHONE #: (630) 260-7600

ADDRESS WHERE SOUND AMPLIFIER DEVICE WILL BE USED:
345 S President St.
Carol Stream, IL 60188

DESCRIPTION OF PURPOSE OR EVENT WHERE SOUND AMPLIFIER DEVICE WILL BE USED:
Fiesta Latina - in parking lot of OCC

DATES/TIMES FOR WHICH USE OF SOUND AMPLIFIER DEVICE IS REQUESTED:
Friday, Sept. 22nd 5-9 pm

PERMIT FEE: \$25.00/ day when used at a fixed location or in a moving vehicle.
Please return completed permit application and fee payment(s) to:

Village Manager's Office
Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL. 60188-1899
(630) 871- 6250

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
ACCURATE OFFICE SUPPLY Video labels	27.83	OFFICE SUPPLIES	01.466.314		921312		194 00032
ACE HARDWARE Brass CLEANER	13.97	MAINTENANCE SUPPLIES	01.468.319		C22918		194 00095
ACTION LOCK & KEY INC. T.C. locks	465.00	OPERATING SUPPLIES	01.467.317		7/24/06		194 00204
ADVOCATE OCCUPATIONAL POST OFFCR MED EXAM	2,794.00	PERSONNEL HIRING	01.451.228		245423	459133 P	187 00008
ALLWAYS INC FULL EMAILS SEPT/06	10.95	DUES & SUBSCRIPTIONS	01.465.234		134699	001554 P	187 00027
AMAZON.COM Indiana Jones-MOVIE	26.99	MISC EVENTS/ACTIVITIES	01.475.291		586629481393		194 00300
AMERICAN COMPUTER/COMM teleticket lite softw	675.00	SOFTWARE MAINTENANCE	01.467.255		24482		194 00057
AMERICAN FIRST AID SER pwc first aid supplie	76.75	OFFICE SUPPLIES	01.467.314		17062		194 00067
AMOCO OIL 06337943 Gas Trng-Wells	27.03	AUTO GAS & OIL	01.466.313		11100231		194 00258
AMOCO OIL 09821984 Gas-Trng Wells	31.04	AUTO GAS & OIL	01.466.313		9821984		194 00256
ARAMARK UNIFORM #701 clean uniforms	6.91	UNIFORM CLEANING	01.467.267		5297136		194 00042
clean supplies	47.22	MAINTENANCE SUPPLIES	01.467.319		5297136		194 00043
clean uniforms	6.88	UNIFORM CLEANING	01.468.267		5297136		194 00044
clean uniforms	26.63	UNIFORM CLEANING	01.469.267		5297136		194 00045

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
ARAMARK UNIFORM #701										
	clean uniforms	6.91	UNIFORM CLEANING	01.467.267		5304778			194	00050
	clean Supplies	47.22	MAINTENANCE SUPPLIES	01.467.319		5304778			194	00051
	clean uniforms	6.88	UNIFORM CLEANING	01.468.267		5304778			194	00052
	clean uniforms	26.63	UNIFORM CLEANING	01.469.267		5304778			194	00053
	clean uniforms	6.91	UNIFORM CLEANING	01.467.267		5312637			194	00061
	clean uniforms	6.88	UNIFORM CLEANING	01.468.267		5312637			194	00063
	clean uniforms	30.47	UNIFORM CLEANING	01.469.267		5312637			194	00064
	clean uniforms	21.19	UNIFORM CLEANING	04.420.267		5312637			194	00065
	towels	28.50	OPERATING SUPPLIES	01.469.317		5312637			194	00066
	clean uniforms	6.91	UNIFORM CLEANING	01.467.267		5320536			194	00069
	Cleaning Supplies	47.22	MAINTENANCE SUPPLIES	01.467.319		5320536			194	00070
	clean uniforms	6.88	UNIFORM CLEANING	01.468.267		5320536			194	00071
	clean uniforms	26.63	UNIFORM CLEANING	01.469.267		5320536			194	00072
	clean uniforms	21.19	UNIFORM CLEANING	04.420.267		5320536			194	00073
	towels	28.50	OPERATING SUPPLIES	01.469.317		5320536			194	00074
		406.56	*VENDOR TOTAL							
ARAMARK UNIFORM SERVICES										
	Clean UNIFORMS	28.50	UNIFORM CLEANING	04.420.267		5297136			194	00046
	Clean Uniforms	21.19	UNIFORM CLEANING	04.420.267		5297136	002372	P	194	00047
	Clean UNIFORMS	28.50	UNIFORM CLEANING	04.420.267		5304778			194	00054
	Clean Uniforms	21.19	UNIFORM CLEANING	04.420.267		5304778	002372	P	194	00055
	clean SUPPLIES	47.22	MAINTENANCE SUPPLIES	01.467.319		5312637			194	00062
		146.60	*VENDOR TOTAL							
AT&T BILL PMT										
	Srvcs 6/11 - 7/10/06	269.44	TELEPHONE	01.466.230		630668216707			194	00010
ATCO MANUFACTURING CO										
	insect killer	237.95	OPERATING SUPPLIES	04.420.317		I0138814			194	00194
B & F TECHNICAL CODE SER										
	PLUMB INSP'S 8/16-8/31	1,180.00	CONSULTANT	01.464.253		24525	000204	P	187	00078

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
BALZANOS PIZZA	FACT Camp Lunch	107.55	COMMUNITY RELATIONS	01.466.325		7/24/06			194	00229
BARN OWL FEED & GARD	grss seed-restoration	149.25	OPERATING SUPPLIES	01.467.317		090277			194	00311
BATTERY SERVICE CORP	6v-5.0 AGM battery	19.50	OPERATING SUPPLIES	04.420.317		155269			194	00275
	9v aklaline batteries	8.00	OPERATING SUPPLIES	01.469.317		155269			194	00276
	3-65-5,1-78-5 batteri	287.35	PARTS PURCHASED	01.469.354		155685			194	00295
		314.85	*VENDOR TOTAL							
BAXTER & WOODMAN INC	TUBEWY LFT STN-AUG 19	8,663.15	CONSTRUCTION	04.410.480		114153	002360	P	187	00022
BEACON SSI, INC.	red jacket repairs	901.18	MAINTENANCE & REPAIR	01.469.244		16270			194	00129
	red jacket repairs	490.09	MAINTENANCE & REPAIR	01.469.244		16382			194	00128
		1,391.27	*VENDOR TOTAL							
BELL FUELS	DIESEL FUEL-PWKS	7,930.08	GAS PURCHASED	01.469.356		82661	002359	P	187	00089
	GAS - PWKS	9,427.20	GAS PURCHASED	01.469.356		82662	002359	P	187	00090
		17,357.28	*VENDOR TOTAL							
BRUNSWICK ZONE-CARO	Bowling for FACT Camp	303.00	COMMUNITY RELATIONS	01.466.325		18529201			194	00240
BUCK BROS INC	gaskets,seal,switch	133.53	AUTO MAINTENANCE & REPAI	01.467.212		01253799			194	00312
	cable	78.10	AUTO MAINTENANCE & REPAI	01.467.212		01253800			194	00313
	tires,freight	76.68	AUTO MAINTENANCE & REPAI	01.467.212		01253801			194	00314
	cap for tractor mower	6.38	AUTO MAINTENANCE & REPAI	01.467.212		01253885			194	00317
		294.69	*VENDOR TOTAL							

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
BUDS & BLOOM INC	Sick/Funeral flowers	141.00	EMPLOYEE RECOGNITION	01.452.242		7/6 &7/12		194 00148
BUIKEMA'S ACE HARDWARE	Hardware TC tables	19.20	MAINTENANCE SUPPLIES	01.468.319		C19345		194 00093
	Brass Cleaner	12.46	MAINTENANCE SUPPLIES	01.468.319		C22873		194 00096
	adapter, inserts, spray	71.70	OPERATING SUPPLIES	04.420.317		X17197		194 00350
		103.36	*VENDOR TOTAL					
BUTTERFLYPHOTO COM	Digital Cameras	908.85	COMPUTER EQUIPMENT	01.464.413		bft128104		194 00120
	Credit-Digital camera	27.00CR	COMPUTER EQUIPMENT	01.464.413		bft128104		194 00123
	Digital Cameras	293.00	COMPUTER EQUIPMENT	01.464.413		BFW364698		194 00119
		1,174.85	*VENDOR TOTAL					
BUY.COM	Multi Media crd/memor	79.96	COMPUTER EQUIPMENT	01.464.413		202151592		194 00122
	Digital Card	53.90	COMPUTER EQUIPMENT	01.464.413		28748873		194 00102
	Logic Large Digital	59.96	COMPUTER EQUIPMENT	01.464.413		28748873		194 00103
		193.82	*VENDOR TOTAL					
C \$ FIRE PROTECTION DIST	PERMITS AUGUST 2006	6,302.50	DEPOSIT-FIRE DISTRICT PE	01.2416		PERMITS/AUG		187 00084
C \$ PUBLIC LIBRARY	DONATIONS-AUG 2006	247.46	DEPOSIT-LIBRARY DEVEL CO	01.2401		DONATIONS/AUG		187 00083
	PPRT -AUGUST 2006	6,364.83	PERSONAL PROPERTY REPLAC	01.310.102		PPRT-AUG/06		187 00081
		6,612.29	*VENDOR TOTAL					
CAROL STREAM LAWN P	gator mulcher	14.26	AUTO MAINTENANCE & REPAI	01.462.212		177705		194 00124
	carb kit,oil,bar,reb	22.30	AUTO MAINTENANCE & REPAI	01.462.212		177706		194 00125
	gator mulcher	12.99	AUTO MAINTENANCE & REPAI	01.467.212		179668		194 00208
		49.55	*VENDOR TOTAL					

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
CAROL STREAM PARK DIST	PACT Camp	100.00	COMMUNITY RELATIONS	01.466.325		Mini Golf		194 00233
CARQUEST #2765								
	hose,accumula,a/c kit	389.03	PARTS PURCHASED	01.469.354		2420-26884		194 00260
	disc pads	55.44	PARTS PURCHASED	01.469.354		2420-27281		194 00263
	air filter	15.02	PARTS PURCHASED	01.469.354		2420-27284		194 00264
	brake rotor	91.30	PARTS PURCHASED	01.469.354		2420-27338		194 00265
	ball joints - #689	160.44	PARTS PURCHASED	01.469.354		2420-27894		194 00267
	disc pads	59.76	PARTS PURCHASED	01.469.354		2420-27925		194 00268
	compressor,tube,accu	261.25	PARTS PURCHASED	01.469.354		2420-28021		194 00269
	compressor,tube,accum	97.45	PARTS PURCHASED	01.469.354		2420-28209		194 00270
	orifice tube - #631	90.27	PARTS PURCHASED	01.469.354		2420-28335		194 00271
	ester oil - #610	6.13	PARTS PURCHASED	01.469.354		2420-28351		194 00272
	#631-viscosity	5.59	PARTS PURCHASED	01.469.354		2420-28355		194 00273
	oil,air,fuel filters	183.91	PARTS PURCHASED	01.469.354		2420-28424		194 00277
	disc pads,brake rotor	127.26	PARTS PURCHASED	01.469.354		2420-28453		194 00278
	brake rotor,disc pads	263.09	PARTS PURCHASED	01.469.354		2420-28786		194 00279
	brake fluid - quarts	47.88	PARTS PURCHASED	01.469.354		2420-28966		194 00281
	derma lite	33.96	OPERATING SUPPLIES	01.469.317		2420-28989		194 00282
	air filters	20.50	PARTS PURCHASED	01.469.354		2420-29021		194 00283
	bump kit	89.95	TOOLS	01.469.316		2420-29133		194 00284
	fuel kits	146.46	PARTS PURCHASED	01.469.354		2420-29145		194 00285
	trans filter kits	37.82	PARTS PURCHASED	01.469.354		2420-29680		194 00293
	2,182.51		*VENDOR TOTAL					
CASEYS GNRL STRE 1807	Gas-training/Cadle	42.01	AUTO GAS & OIL	01.466.313		000593		194 00209
CDBH PAHCS II								
	POST OFFCR BLOOD TST	89.20	MANAGEMENT PHYSICALS	01.466.236		69548		187 00070
	LEAD LVL TEST-TALAVERA	281.50	EMPLOYMENT PHYSICALS	01.459.225		69548		187 00071
	LEAD TEST-RANGE OFFCRS	44.60	MANAGEMENT PHYSICALS	01.466.236		70181		187 00072
	415.30		*VENDOR TOTAL					

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
CHARLESTOWNE 18										
	Movie for PACT Camp	108.00	COMMUNITY RELATIONS	01.466.325		3173907			194	00234
	PACT Camp Food	38.75	COMMUNITY RELATIONS	01.466.325		7/26 Movie			194	00235
		146.75	*VENDOR TOTAL							
CHEAPER THAN DIRT										
	ar-15 parts	70.02	OPERATING SUPPLIES	01.466.317		3504921A			194	00221
CHICAGO COMMUNICATIONS										
	VRM Laptop Mnt-Aug06	492.25	RADIO MAINTENANCE	01.466.227		148513	2537		194	00021
	Repaired touchscreen	273.18	RADIO MAINTENANCE	01.466.227		149085			194	00341
		765.43	*VENDOR TOTAL							
CHICAGO HIGHLAND RIFLES										
	REG FEE-HONOR GUARD	125.00	DUES & SUBSCRIPTIONS	01.466.234		NOV 4TH			187	00085
CHRISTOPHER B BURKE ENGR										
	PANETTONI 6/25-7/29	1,070.00	CONSULTANT	01.462.253		60832	000273	P	187	00024
	HARLEM IRVING 6/25-7/29	704.50	CONSULTANT	01.462.253		60833	000273	P	187	00026
	SHRINER GRP 6/25-7/29	535.00	CONSULTANT	01.462.253		60834	000273	P	187	00025
	LAKEWOOD HMS 6/25-7/29	3,284.00	CONSULTANT	01.462.253		60835	000273	P	187	00023
	FRITZ DUDA-7/30-8/26	369.00	CONSULTANT	01.462.253		61591	000273	P	187	00074
	HARLEM/IRV 7/30-8/26	2,085.92	CONSULTANT	01.462.253		61592	000273	P	187	00076
	SHINER GROUP 7/30-8/26	105.00	CONSULTANT	01.462.253		61593	000273	P	187	00077
	DUKE REALTY 7/30-8/26	352.00	CONSULTANT	01.462.253		61594	000273	P	187	00075
	LAKEWOOD HMS 7/30-8/26	2,232.00	CONSULTANT	01.462.253		61686	000273	P	187	00073
		10,737.42	*VENDOR TOTAL							
CLASSIC LANDSCAPE, LTD										
	MOW/EDG-TWN CT,VLG,DAY	4,200.00	MAINTENANCE & REPAIR	01.468.244		32810	001430	P	187	00064
	CUTTG NRTH,SCHM,GARY,ARM	7,000.00	PROPERTY MAINTENANCE	01.467.272		32811	001430	P	187	00021
	COTTING LIES & KOHN	4,065.00	PROPERTY MAINTENANCE	01.467.272		32812	001430	P	187	00020
		15,265.00	*VENDOR TOTAL							

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
COLLISION CTRS OF AMER repairs-03 Ford 350F	1,092.21	AUTO MAINTENANCE & REPAI	01.467.212		83002	002382	P 194 00126
COLUMN OFFICE EQUIPMEN Sgt Copier-6/9-7/9	20.49	OFFICE EQUIPMENT MAINTEN	01.466.226		644330		194 00024
COMMONWEALTH EDISON CO SRV FOR 8/08 - 09/06	39.92	ELECTRICITY	06.432.248		1083101009		187 00068
SRV FOR 8/08 - 09/06	265.78	ELECTRICITY	01.467.248		6827721000		187 00069
	305.70	*VENDOR TOTAL					
COMPUTER SHOPPER Computer Shopr-Sales	45.00	DUES & SUBSCRIPTIONS	01.465.234		366623231305		194 00097
COSLEY ZOO FACT Camp Event	39.00	COMMUNITY RELATIONS	01.466.325		7/25/06		194 00239
COSTCO WHOLESALE Refund Tx-Vending Mac	159.37CR	OTHER EQUIPMENT	01.465.412		Vending Mach		194 00020
COUNTY COURT REPORTERS I COURT RPTR-AUG/06	195.00	COURT RECORDER FEES	01.453.241		090013		187 00094
D P A Toner Cartridges	481.98	OFFICE SUPPLIES	01.466.314		4650		194 00030
Toner cartridges	286.80	OFFICE SUPPLIES	01.466.314		4698		194 00034
Equipment Maintence	206.00	OFFICE EQUIPMENT MAINTEN	01.461.226		4707		194 00009
	974.78	*VENDOR TOTAL					
DAILY HERALD CLASS Public Ntce-Adm 7/22	20.00	PUBLIC NOTICES/INFORMATI	01.458.240		T3784102		194 00187
PUBLIC NOTICE CD 7-22	116.48	PUBLIC NOTICES/INFORMATI	01.453.240		T3784175		194 00185
PUBLIC NTCE CD 7-22	56.42	PUBLIC NOTICES/INFORMATI	01.458.240		T3784190		194 00186
Pub Notice Tax Levy	378.56	PUBLIC NOTICES/INFORMATI	01.458.240		T3786777		194 00014

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
DAILY HERALD CLASS Public Notice Zoning	194.74 766.20	PUBLIC NOTICES/INFORMATI *VENDOR TOTAL	01.453.240		T3796472		194 00015
DAILY OFFICE PRODUCTS John Svalenka nmplt	13.00	OFFICE SUPPLIES	01.463.314		185407		194 00190
DBC*BLICK ART MATERIAL Kids aprons T/C	18.58	MULTI-CULTURAL EVENT	01.475.290		4193231		194 00303
DICKS CLOTHING&SPORTIN admin cooler	49.99	MAINTENANCE SUPPLIES	01.468.319		115252		194 00077
DILLON TIRE RECYCLING tire recycling-street	100.00	AUTO MAINTENANCE & REPAI	01.467.212		300467		194 00297
tire recycling-garage	125.50	PARTS PURCHASED	01.469.354		300467		194 00298
	225.50	*VENDOR TOTAL					
DR *AVERYSUPPLIES Video tape lables	116.12	OPERATING SUPPLIES	01.466.317		118630451		194 00324
DREISILKER ELEC MOT credit on tax	7.48CR	MAINTENANCE SUPPLIES	01.468.319		p690604cr		194 00083
credit on tax	10.67CR	MAINTENANCE SUPPLIES	01.468.319		p690853cr		194 00084
	18.15CR	*VENDOR TOTAL					
DRUMMOND stop-gap,caulk gun	496.80	OPERATING SUPPLIES	01.467.317		4735589		194 00140
DU-COMM BATTERY-POLICE	157.00	OPERATING SUPPLIES	01.466.317		13174		187 00035
DUPAGE AUTO BATH Car Wash-B Grady/Bldg	5.25	AUTO MAINTENANCE & REPAI	01.464.212		7/24/2006		194 00331
Car Wash-Engr/Cleveln	5.25	AUTO MAINTENANCE & REPAI	01.462.212		7/24/2006		194 00332
Car Wash-Police Dept	318.64	AUTO MAINTENANCE & REPAI	01.466.212		7/24/2006		194 00333

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
DUPAGE AUTO BATH Car Detailing	510.00 839.14	AUTO MAINTENANCE & REPAI *VENDOR TOTAL	01.466.212		7534074		194 00326
DUPAGE COUNTY CLERK NOTARY COMM-WILLING	10.00	DUES & SUBSCRIPTIONS	01.466.234		R WILLING		187 00017
DUPAGE COUNTY POLICE CHI LUNCHEON OCT 11,2006	72.00	MEETINGS	01.466.222		3-REG FEES		187 00005
DUPAGE COUNTY RECORDER RECORDING -CLRK	30.00	RECORDING FEES	01.458.233		200607050095	000438 P	187 00059
RECORDING -CLRK	98.00	RECORDING FEES	01.458.233		200607050103	000438 P	187 00060
RECORDING -CLRK	31.00	RECORDING FEES	01.458.233		200607050113	000438 P	187 00061
RECORDING -CLRK	62.00	RECORDING FEES	01.458.233		200607110218	000438 P	187 00062
RECORDINGS-VLG CLRK	84.00	RECORDING FEES	01.458.233		200608040057	000438 P	187 00091
RECORDINGS-VLG CLRK	71.00	RECORDING FEES	01.458.233		200608040077	000438 P	187 00092
RECORDINGS-VLG CLRK	62.00	RECORDING FEES	01.458.233		200608040080	000438 P	187 00093
	438.00	*VENDOR TOTAL					
DUPAGE COUNTY TREASURER GIS FEE-ENGR/AUG	225.00	GIS SYSTEM	01.462.257		2572		187 00012
GIS FEE-COM DV/AUG	225.00	GIS SYSTEM	01.463.257		2572		187 00013
	450.00	*VENDOR TOTAL					
DUPG CO CHIEFS OF POLICE REG WILLING/OAKLAND	40.00	MEETINGS	01.466.222		9/28/06		187 00004
EBI*EBAGS.COM Emer. Response Bags	53.97	TOOLS	01.467.316		5478310		194 00197
EDWARDS ENGINEERING hvac maint june 06	273.00	MAINTENANCE & REPAIR	01.468.244		m36800	1500	194 00075

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
EXAMINER PUBLICATIONS IN CULTURAL COUNTS AD	180.00	MULTI-CULTURAL EVENT	01.475.290		10122345		187 00039
EXXONMOBIL26 09926247 Gasoline	43.36	AUTO GAS & OIL	01.466.313		076572		194 00210
F L HUNTER & ASSOC INC POLYGRAPH CST CANDIDATE	330.00	PERSONNEL HIRING	01.459.228		26203		187 00019
FECHHEIMER BROS CO Lake - Pants	141.00	UNIFORMS	01.466.324		0060958		194 00335
Willing - Pants	33.50	UNIFORMS	01.466.324		0060959		194 00336
Beyer - Belt	31.95	UNIFORMS	01.466.324		0061237		194 00337
Kalinowicz - Belt	35.15	UNIFORMS	01.466.324		0061238		194 00338
Jungers -Shoes & Belt	124.90	UNIFORMS	01.466.324		0061563		194 00339
Belt - Return	31.95CR	UNIFORMS	01.466.324		11006		194 00340
	334.55	*VENDOR TOTAL					
FEDEX INV SUMM SEPT 06	30.40	POSTAGE	01.465.229		8-396-77504	001545 P	187 00086
FIRST AYD CORPORATION crank,cleaner,anti se	273.79	OPERATING SUPPLIES	01.469.317		256980		194 00261
steer fulid,blk spray	106.20	PARTS PURCHASED	01.469.354		256980		194 00262
	379.99	*VENDOR TOTAL					
FIRST ENVIROMENTAL lab tests	2,038.50	LAB SERVICES	04.410.279		64196		194 00059
FLOLO CORP, THE MOTOR/PUMP TEST-AUG	300.00	MAINTENANCE & REPAIR	04.420.244		077165		187 00011
FOSTER SMITH MAIL ORDR Tctr lights-silicone	97.15	OPERATING SUPPLIES	01.467.317		17282953-1		194 00139

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
GARIBALDI'S I, INC FACT Camp Lunch	130.90	COMMUNITY RELATIONS	01.466.325		2523		194 00237
GLENBARD HI SCHOOL #87 DONATIONS-AUG/2006	1,050.00	DEPOSIT-SCHOOL #87 CASH/	01.2408		DONATIONS-AUG		187 00082
GORDON FLESCH CO INC Service on Fax	115.97	OFFICE EQUIPMENT MAINTEN	01.465.226		46063		194 00304
GORDON FLESCH COMPANY Copy chrg-5/16-6/16	22.80	COPY EXPENSE	01.466.231		651728		194 00246
Copy chrg 6/16-7/16	9.42	COPY EXPENSE	01.466.231		675021		194 00245
Copier chrg-6/28-7/28	121.04	OFFICE SUPPLIES	01.466.314		684427		194 00033
	153.26	*VENDOR TOTAL					
HACH COMPANY tubing,vials powder	142.40	OPERATING SUPPLIES	04.420.317		4813636		194 00351
HINKO COMPANY RNTL FEE-TRAINING MACH	999.00	TRAINING	01.466.223		OCT 9-18		187 00040
HOBBY-LOBBY #0195 Nat'lNiteOut Supplies	35.98	COMMUNITY RELATIONS	01.466.325		195.5		194 00213
HOLIDAY INNS Trng lodging-K Orr	115.16	TRAINING	01.466.223		47806		194 00039
HOTELS MASTERCARD Lodging Trng-Jungers	219.90	TRAINING	01.466.223		5262		194 00218
I P E L R A REG 9/27 -CARYL MAURER	50.00	TRAINING	01.459.223		HIRING PROCESS		187 00003
I R M A AUTO DAMAGE-VLG	5.00CR	VEHICLE INSURANCE	01.465.224		6444	001585 P	187 00049
WORKMANS COMP-LUDMAN	1,410.00CR	WORKERS COMP	01.462.114		6444	001585 P	187 00050

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VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
I R M A								
	EXPOSURE-POLICE	81.64CR	WORKERS COMP	01.466.114		6444	001585 P	187 00051
	WORKMANS COMP-GREZEK	675.91	WORKERS COMP	01.467.114		6444	001585 P	187 00052
	AUTO DAMAGE-VLG	1,179.42	VEHICLE INSURANCE	01.465.224		6444	001585 P	187 00053
	AUTO DAMAGE-POLICE	1,080.68	VEHICLE INSURANCE	01.466.224		6444	001585 P	187 00054
	PROPERTY DAMAGE-VLG	2,500.00	PROPERTY INSURANCE	01.465.263		6444	001585 P	187 00055
	WORKMANS COMP-R STRIKE	9.93	WORKERS COMP	01.467.114		773	001585 P	187 00056
	AUTO DAMAGE-VLG	2,202.00CR	VEHICLE INSURANCE	01.465.224		773	001585 P	187 00057
	PROPERTY DAMAGE-VLG	1,358.82	PROPERTY INSURANCE	01.465.263		773	001585 P	187 00058
		3,106.12	*VENDOR TOTAL					
ICSC								
	Chicago Deal Making	230.00	ECONOMIC DEVELOPMENT	01.463.246		917080		194 00188
IDEA ART INC								
	Business Lunch Invite	105.55	ECONOMIC DEVELOPMENT	01.463.246		P07916970001		194 00149
IGFOA								
	2006 IGFOA Conf-Wydra	255.00	TRAINING	01.461.223		9/25-27		194 00012
IL ENVIRONMENTAL PROTECT								
	WTR REVOLVING FUND-#4	135,908.62	LOAN PAYABLE	04.2150		BILL #4		187 00087
	WTR REVOLVING FUND-#4	78,416.57	LOAN INTEREST	04.410.491		BILL #4		187 00088
		214,325.19	*VENDOR TOTAL					
IL SECRETARY OF STATE								
	TITLE-97 TOYT CORROLLA	65.00	AUTO MAINTENANCE & REPAI	01.466.212		TITLE-97 TOYT		187 00028
ILLINOIS PAPER COMPANY								
	PAPER-ADM	40.00	COPY EXPENSE	01.465.231		371994-000		187 00010
ILLINOIS SECTION AWWA								
	training-M Zamecnik	35.00	TRAINING	04.420.223		4680		194 00349

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
ILSECOFSTATE INT VEHIC 695 Dare Car	86.75	OPERATING SUPPLIES	01.466.317		054363		194 00328
IMAGISTICS Mnt Aug/Usage Jul	59.27	COPY EXPENSE	01.467.231		404946223		194 00068
INDUSTRIAL TOOL BOX safety glasses	101.12	OPERATING SUPPLIES	01.467.317		26913		194 00134
INTELLIGENT SOLUTIO IT Consultant-6/12-16	1,045.00	CONSULTANT	01.466.253		06-1235	2553	194 00025
IT Consultant-6/19-23	1,485.00	CONSULTANT	01.466.253		06-1266	2553	194 00026
IT Consult-6/26-7/14	3,918.75	CONSULTANT	01.466.253		06-1351	2553	194 00028
IT Consult-7/17-19	2,007.50	CONSULTANT	01.466.253		06-1374	2553	194 00029
	8,456.25	*VENDOR TOTAL					
INTERNET PURCHASES MASTE DIGITAL CARD	39.95	COMPUTER EQUIPMENT	01.464.413				194 00121
INTL ASSN OF CHIEF OF IACP Conference	275.00	TRAINING	01.466.223		Willing		194 00019
J U L I E INC LOCATES	0.01	NPDES PERMIT FEE	04.410.272		03-06-0347		187 00080
LOCATES FOR AUGUST	158.00	PROPERTY MAINTENANCE	01.467.272		08-06-0345		187 00046
LOCATES FOR AUGUST	158.00	NPDES PERMIT FEE	04.410.272		08-06-0345		187 00047
LOCATES FOR AUGUST	158.00	PROPERTY MAINTENANCE/NPD	04.420.272		08-06-0345		187 00048
	474.01	*VENDOR TOTAL					
J.C. LICHT #1208 Paint TC tables	37.99	MAINTENANCE SUPPLIES	01.468.319		1208-2129744		194 00090
JEWEL-OSCO 3246 S31 FACT Camp Supplies	14.09	COMMUNITY RELATIONS	01.466.325		324601005115		194 00231

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
JEWEL-OSCO 3246 S31 FACT Camp Supplies	76.68	COMMUNITY RELATIONS	01.466.325		324601008143		194 00241
FACT Camp Supplies	24.62	COMMUNITY RELATIONS	01.466.325		324601047616		194 00232
FACT Camp Supplies	85.18	COMMUNITY RELATIONS	01.466.325		324603030313		194 00228
	200.57	+VENDOR TOTAL					
JOE COTTEN FORD gasket	22.82	PARTS PURCHASED	01.469.354		259519		194 00266
screen assembly	62.34	PARTS PURCHASED	01.469.354		259810		194 00286
brake-abs repairs	438.45	OUTSOURCING SERVICES	01.469.353		375805		194 00259
	523.61	+VENDOR TOTAL					
KAMPS / LANE MUSICAL ENTRNT-SEPT 30	1,500.00	OCTOBERFEST	01.475.289		OCTRFESE ENTR	001607 P	187 00038
KARA CO INC Carrier Strips	249.17	OFFICE SUPPLIES	01.462.314		206276		194 00305
KOHL'S #0065 Clothing Allow - PECE	29.99	UNIFORMS	01.466.324		65000295791		194 00244
KOHL'S #0078 FACT Camp Supplies	5.99	COMMUNITY RELATIONS	01.466.325		780025 99283		194 00236
KONICA MINOLTA BUSINES Srv contr-Jun-Nov/06	186.00	OFFICE EQUIPMENT MAINTEN	01.466.226		205509971		194 00253
KWIK TRIP 41000004Q99 Gas Trng Wells	27.99	AUTO GAS & OIL	01.466.313		1531885		194 00257
LA FAYETTE HOME NURSERY 06/07 POND SHORELINE	7,048.00	PROPERTY MAINTENANCE(NPD	01.462.272		016780	000242 P	187 00079
LESCO SC 0661 flight control-geese	2,739.06	MAINTENANCE & REPAIR	01.468.244		14529397	2393	194 00142

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
LEXIS-NEXIS0606206688 Online Chrgs-June/06	169.00	INVESTIGATION FUND	01.466.330		0606206688		194 00251
LOWE'S #1821 planting supplies tc	14.94	MAINTENANCE SUPPLIES	01.468.319		02037		194 00087
lights charger ct	41.63	OPERATING SUPPLIES	04.420.317		02076		194 00347
jail repairs pol	13.26	MAINTENANCE SUPPLIES	01.468.319		02730		194 00079
garden supplies tc	7.93	MAINTENANCE SUPPLIES	01.468.319		12832		194 00085
cabinet hardware	3.97	MAINTENANCE SUPPLIES	01.468.319		13375		194 00076
cleang supplrs farmhs	54.61	MAINTENANCE SUPPLIES	01.468.319		14648		194 00078
	136.34	*VENDOR TOTAL					
MACKIE CONSULTANTS LLC SANT SWR IMPR 5/1-7/9	3,612.13	CONSTRUCTION	04.410.480		13097	462279 P	187 00001
SANT SWR IMPR 5/1-7/9	14,293.00	CONSTRUCTION	04.410.480		13098	462279 P	187 00002
	17,905.13	*VENDOR TOTAL					
MARTELLO/ANDY PERFORMANCE-KIDS OCTOBER	300.00	OCTOBERFEST	01.475.289		SEPT 30TH	001608 P	187 00036
MARTENSON TURF PROD IN algacide for ponds	310.00	OPERATING SUPPLIES	01.467.317		21926		194 00137
MEADE ELECTRIC COMPANY maint tra signal-6/06	150.00	MAINTENANCE & REPAIR	06.432.244		624906		194 00130
MEIJER #198 S1W safety shoes-D Newlin	99.99	UNIFORMS	01.469.324		a019801x1661		194 00318
PACT Camp Supplies	208.21	COMMUNITY RELATIONS	01.466.325		A019804AFR68		194 00226
	308.20	*VENDOR TOTAL					
MENARDS GLENDALE HETS electric box	9.56	OPERATING SUPPLIES	01.467.317		067199		194 00205
post light,wireguard	43.43	OPERATING SUPPLIES	01.467.317		155362		194 00202
	52.99	*VENDOR TOTAL					

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
MENARDS WEST CHICAGO VOLUNTEER GAME	39.98	COMMUNITY RELATIONS	01.466.325		070944		194 00223
MEYER MATERIAL COMPANY concrete 15 cy	1,301.25	CONCRETE	06.432.338		352990		194 00145
MIDWAY TRUCK PARTS 2 fire extinguishers starter	72.06 415.00 487.06	PARTS PURCHASED PARTS PURCHASED *VENDOR TOTAL	01.469.354 01.469.354		519988 520575		194 00280 194 00296
MIDWEST GROUNDCOVER plants TC	270.56	MAINTENANCE & REPAIR	01.468.244		a238843		194 00086
MIDWEST METER INC meters,couplings,ups	4,324.34	METERS	04.420.333		79953	2264	194 00048
MR. SITCO, INC Meter Reads 08/06 Meter Reads 08/06	1,588.95 1,588.95 3,177.90	UTILITY BILL PROCESSING UTILITY BILL PROCESSING *VENDOR TOTAL	04.420.221 04.410.221		50145 50145	461394 461394	194 00006 194 00007
NATIONAL IMPRINT CORP Sou Giveaway supplies Sou Giveaway Supplies	218.49 419.47 637.96	COMMUNITY RELATIONS COMMUNITY RELATIONS *VENDOR TOTAL	01.466.325 01.466.325		87023 87024		194 00211 194 00212
NEENAH FOUNDARY 3 - frames	276.00	OPERATING SUPPLIES	01.467.317		804190		194 00141
NOR*NORTHERN TOOL tow straps, ups charg	106.34	OPERATING SUPPLIES	01.467.317		14465126RI		194 00136
NORTH EAST MULTI REG Annual Training Fee	6,885.00	TRAINING	01.466.223		75793	2559	194 00018

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VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
NORTHCENTER CAMERA & PHO								
	PHOTO PROCESS 7/19	36.20	OPERATING SUPPLIES	01.466.317		26750		187 00034
	PHOTO PROCESS 6/22	12.23	OPERATING SUPPLIES	01.466.317		28171		187 00030
	PHOTO PROCESS 6/30	12.80	OPERATING SUPPLIES	01.466.317		28201		187 00031
	PHOTO PROCESS 7/7	18.21	OPERATING SUPPLIES	01.466.317		28219		187 00033
	PHOTO PROCESS 7/14	10.23	OPERATING SUPPLIES	01.466.317		28242		187 00032
		89.67	*VENDOR TOTAL					
OAKLEY PAYMETRIC								
	Reimburseable b/empty	75.00	OPERATING SUPPLIES	01.466.317		700977910		194 00016
OFFICE DEPOT #1105								
	Return (calculator)	67.06CR	OFFICE SUPPLIES	01.466.314		344934126		194 00031
	Replenish supplies	40.39	OFFICE SUPPLIES	01.466.314		345390694		194 00248
	WRTE PADS, POSTIT,HKS	29.25	OFFICE SUPPLIES	01.464.314		345831714		194 00184
	Office supplies	482.66	OFFICE SUPPLIES	01.466.314		345940120		194 00035
	Misc. office supplies	77.02	OFFICE SUPPLIES	01.465.314		346165963001		194 00099
	Ink Cartridges	492.66	OPERATING SUPPLIES	01.461.317		346210589-01		194 00002
	Office Supplies	62.03	OFFICE SUPPLIES	01.461.314		346210589-01		194 00003
	COLOR CARTRIGES CD	479.70	OFFICE SUPPLIES	01.463.314		346615943		194 00189
	CPA Supplies	345.87	COMMUNITY RELATIONS	01.466.325		347090191001		194 00254
	Toner	64.14	OFFICE SUPPLIES	01.459.314		347678835-00		194 00199
	Office Supplies	10.72	OFFICE SUPPLIES	01.466.314		348024296001		194 00255
	INK CERT,ENV,GENERAL	140.97	OFFICE SUPPLIES	01.463.314		349590023		194 00191
		2,158.35	*VENDOR TOTAL					
OFFICE DEPOT #674								
	Labels/Business Lunch	21.87	ECONOMIC DEVELOPMENT	01.463.246		348190074		194 00104
OLD COUNTRY BU00107Q31								
	PACT Camp Lunch	161.73	COMMUNITY RELATIONS	01.466.325		000013		194 00230
ONESTI ENTERTAINMENT COR								
	CONSULT FEE-JULY/SEPT.	20,000.00	SUMMER IN THE CENTER	01.475.287		JUL 15/SEPT 9	001516 P	187 00014

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
ONESTI ENTERTAINMENT COR MULTI CULTURAL FESV 9/9	175.00 20,175.00	CONCERT SERIES *VENDOR TOTAL	01.475.288		5153	001587	P 187 00015
ORIENTAL TRADING CO Plastic Funny Glasses	144.55	MISC EVENTS/ACTIVITIES	01.475.291		609506174		194 00301
PANERA BREAD #896 Board work dinner Working dinr-tip	201.36 19.89 221.25	MEETINGS MEETINGS *VENDOR TOTAL	01.452.222 01.452.222		07/31/06 07/31/06		194 00146 194 00147
PAYPAL *IATAI Reg IATA Conerence	500.00	TRAINING	01.466.223		White/Junger		194 00219
PLANT RENTALS MNTHLY RNTL-SEPT/06	154.00	MAINTENANCE & REPAIR	01.468.244		23145	460558	P 187 00006
PMI SUPPLY INC PPE Supplies	269.31	OPERATING SUPPLIES	01.466.317		0076827-IN		194 00329
POMPS TIRE SERVICE 8 firehawk tires 4 gy eagle rsa tires	455.80 663.43 1,119.23	PARTS PURCHASED PARTS PURCHASED *VENDOR TOTAL	01.469.354 01.469.354		502696 502725		194 00291 194 00292
POOL CARE AQUATECH Town Center Mtnce-May June Service/TC Town Ctr Mtnce 7/06	2,060.00 1,370.00 1,370.00 4,800.00	MAINTENANCE & REPAIR MAINTENANCE & REPAIR MAINTENANCE & REPAIR *VENDOR TOTAL	01.468.244 01.468.244 01.468.244		00092054 00092866 00093879	1605 1605	194 00005 194 00098 194 00013
PORTABLE COMMUNICATION Shoulder Mics	299.70	RADIOS	01.466.417		I00604824		194 00343

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
PRO AUTO GLASS #645 windshield repai	212.85	OUTSOURCING SERVICES	01.469.353		102292		194 00274
PRORIDER INC Bike Helmets	436.00	COMMUNITY RELATIONS	01.466.325		0027497-IN		194 00215
PUBLIC SAFETY CENTER I Traffic vests	340.20	UNIFORMS	01.466.324		100997IN		194 00342
Nitrile gloves	300.91	OPERATING SUPPLIES	01.466.317		105208		194 00346
	641.11	*VENDOR TOTAL					
RADCO COMMUNICATIONS I Lightbar&Siren Repair	287.93	AUTO MAINTENANCE & REPAI	01.466.212		69557		194 00344
RANGER JOE S COLUMBUS parts/range equip	122.20	OPERATING SUPPLIES	01.466.317		1250683A		194 00222
RED WING SHOE STORE #2 safety shoes-n techte	99.99	UNIFORMS	01.467.324		225000000790		194 00306
safety shoes-5 employ	499.98	UNIFORMS	01.467.324		225000000792		194 00127
	599.97	*VENDOR TOTAL					
REI*MATTHEW BENDER &CO 2006 CrimLaw Books 25	983.56	REFERENCE MATERIALS	01.466.318		31563333	2561	194 00027
RYDIN DECAL Recycling Decals	101.25	RECYCLING CONTAINERS	01.465.379		209353		194 00299
SAFETY SYSTEMS CORP BallisticVestRudelich	907.50	UNIFORMS	01.466.324		36969		194 00023
BallisticVest BABOR	726.00	UNIFORMS	01.466.324		37473		194 00022
	1,633.50	*VENDOR TOTAL					
SAUBER MFG COMPANY pump hoses	425.00	SMALL EQUIPMENT EXPENSE	04.420.350		I124852		194 00193

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
SAUBER MFG COMPANY honda wt20 trash pump	1,264.00 1,689.00	OTHER EQUIPMENT *VENDOR TOTAL	04.420.412		I124853	2363	194 00049
SBC BUSINESS PH PMT-MW Srvc 6/8 - 7/7/06	46.18	TELEPHONE	01.468.230		630221073207		194 00001
SEARS ROEBUCK 1172 safety shoes-D Myers safety boots-jpavelka safety shoes-R Turner wk jeans-B Hoffrage safety shoes-Grezek	69.99 64.99 64.99 80.39 74.99 355.35	UNIFORMS UNIFORMS UNIFORMS UNIFORMS UNIFORMS *VENDOR TOTAL	01.469.324 01.467.324 01.467.324 04.420.324 01.467.324		011725135525 011725211659 011725211660 011725212815 011725219200		194 00319 194 00206 194 00201 194 00196 194 00307
SEAWAY SUPPLY CO laundry towels replace drill bits	75.00 154.41 229.41	OPERATING SUPPLIES TOOLS *VENDOR TOTAL	01.467.317 04.420.316		44286 44288		194 00132 194 00133
SEMINARS NAT'L/PADGETT NatlSeminarsGroupFISH	199.00	TRAINING	01.459.223		400729057		194 00200
SHELL OIL 57441690104 Gas-Training/Jungers	19.80	OPERATING SUPPLIES	01.466.317		57441690104		194 00220
SIGNS NOW Magnetic sign 4 Wells	17.00	OPERATING SUPPLIES	01.466.317		SN-30024		194 00325
SMITH AND WESSON IDENT Software Annual Lease	408.00	SOFTWARE MAINTENANCE	01.466.255		93733		194 00252
SPORTY S CATERING FACT Camp Lunch	216.32	COMMUNITY RELATIONS	01.466.325		13370		194 00242

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
SPRINT *DOWNLOAD&SVCS	accuweather-July	3.99	RADIO MAINTENANCE	01.467.227		Jul-Aug		194 00138
SPRINT *WIRELESS SVCS	Srv Jun 18-Jul 17	50.62	TELEPHONE	04.410.230		760300514053		194 00105
	Srv Jun 18-Jul 17	72.10	TELEPHONE	04.420.230		760300514053		194 00106
	Srv Jun 18-Jul 17	18.80	TELEPHONE	01.465.230		760300514053		194 00107
	Srv Jun 18-Jul 17	227.22	TELEPHONE	01.456.230		760300514053		194 00108
	Srv Jun 18-Jul 17	307.61	TELEPHONE	01.466.230		760300514053		194 00109
	Srv Jun 18-Jul 17	162.91	TELEPHONE	01.466.230		760300514053		194 00110
	Srv Jun 18-Jul 17	53.22	TELEPHONE	01.466.230		760300514053		194 00111
	Srv Jun 18-Jul 17	113.40	TELEPHONE	01.466.230		760300514053		194 00112
	Srv Jun 18-Jul 17	121.04	TELEPHONE	01.466.230		760300514053		194 00113
	Srv Jun 18-Jul 17	158.25	TELEPHONE	01.462.230		760300514053		194 00114
	Srv Jun 18-Jul 17	140.99	TELEPHONE	01.464.230		760300514053		194 00115
	Srv Jun 18-Jul 17	46.96	TELEPHONE	01.468.230		760300514053		194 00116
	Srv Jun 18-Jul 17	119.40	TELEPHONE	04.420.230		760300514053		194 00117
	Srv Jun 18-Jul 17	79.18	TELEPHONE	01.467.230		760300514053		194 00118
		1,671.70	*VENDOR TOTAL					
STARVED ROCK LODGE/CON	IFGOA Conf-Helgerson	76.75	TRAINING	01.461.223		005323		194 00011
STEINER ELECTIC	parts for elec in gar	9.94	MAINTENANCE & REPAIR	01.467.244		S001795572.0		194 00195
STEINER ELECTRIC	repairs to PWC bldg	1,069.73	PROPERTY MAINTENANCE	01.467.272		none		194 00056
	returned repair parts	57.01CR	PROPERTY MAINTENANCE	01.467.272		none		194 00058
	returned repair parts	1,012.72CR	PROPERTY MAINTENANCE	01.467.272		none		194 00060
		0.00	*VENDOR TOTAL					
STEVENS TITLE SERVICE IN	TITLE-97 TOYT CORROLLA	5.00	AUTO MAINTENANCE & REPAI	01.466.212		TITLE-97 TOYT		187 00029

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
SUBWAY #13691 Q16 FACT Camp Lunch	83.91	COMMUNITY RELATIONS	01.466.325		7/26/06		194 00238
SYX*TIGERDIRECT.COM Network switch	47.32	OPERATING SUPPLIES	01.466.317		p75485610001		194 00323
T P I FOUNTAIN VIEW INSP'S	19,100.00	TOWN & COUNTRY HOMES ESC	01.2230		1408	000206 P	187 00016
TAPCO solar stop signs	1,830.78	STREET SIGNS	06.432.344		246490	2381	194 00144
barricade sheeting	1,120.00	STREET SIGNS	06.432.344		249834	2378	194 00143
	2,950.78	*VENDOR TOTAL					
TARGET 00008SMM National Night Out	65.08	COMMUNITY RELATIONS	01.466.325		2-6213-0836-		194 00017
TECHSMITH CORPORATION SnagIt Software	203.37	INVESTIGATION FUND	01.466.330		598034		194 00250
TERRACE SUPPLY COMPANY cylndr rntl-3/15-4/15	60.14	EQUIPMENT RENTAL	01.469.264		328754Z		194 00287
cylndr rntl-4/15-5/15	58.20	EQUIPMENT RENTAL	01.469.264		335148Z		194 00288
Cylndr rntl-5/15-6/15	60.14	EQUIPMENT RENTAL	01.469.264		341621Z		194 00289
cylndr rntl-6/15-7/15	58.20	EQUIPMENT RENTAL	01.469.264		347979Z		194 00290
cylndr rntl-7/15-8/15	58.20	EQUIPMENT RENTAL	01.469.264		353725Z		194 00294
	294.88	*VENDOR TOTAL					
TESTING SERVICE CORP SOIL BORING-TBWX LIFTSTN	1,299.95	CONSTRUCTION	04.410.480		IN061261	002392 P	187 00065
THE HOME DEPOT #1943 sign shop tools	29.80	TOOLS	01.467.316		0106542		194 00207
Stain, Silcon Spry TC	43.92	MAINTENANCE SUPPLIES	01.468.319		0114447		194 00091

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
THE HOME DEPOT #1943										
	Spray Paint TC	5.07	MAINTENANCE SUPPLIES	01.468.319		0132969			194	00094
	electrical tools	119.98	TOOLS	01.467.316		0156067			194	00203
	Ant & Roach Spray	6.98	MAINTENANCE SUPPLIES	01.468.319		0163485			194	00088
	sidewalk forms	24.84	OPERATING SUPPLIES	01.467.317		0164905			194	00309
	Farmhse window panel	7.36	MAINTENANCE SUPPLIES	01.468.319		0171744			194	00089
	washers, no kink bib	7.64	OPERATING SUPPLIES	01.467.317		0207670			194	00316
	6 pc pro set tools	26.95	TOOLS	04.420.316		0211417			194	00348
	generator repair part	8.30	MAINTENANCE & REPAIR	01.467.244		0232728			194	00320
	Paint TC tables	43.92	MAINTENANCE SUPPLIES	01.468.319		0279695			194	00092
	tc barrel anchors	28.37	OPERATING SUPPLIES	01.467.317		2028587			194	00308
		353.13	*VENDOR TOTAL							
THE SPORTS AUTHORITY #										
	Clothing Allow-Castro	25.00	UNIFORMS	01.466.324		057510			194	00192
THE UPS STORE #0983										
	Book ship from Boston	13.88	OPERATING SUPPLIES	01.466.317		11664578			194	00038
THEODORE POLYGRAPH SERVI										
	POLOGRAPH POLC OFFCR CAN	125.00	PERSONNEL HIRING	01.451.228		15600	026203	P	187	00018
	POLYGRAPH POLICE OFFCR	250.00	PERSONNEL HIRING	01.451.228		15625			187	00066
	POLYGRAPH CST CANDIDATE	125.00	PERSONNEL HIRING	01.459.228		15625			187	00067
		500.00	*VENDOR TOTAL							
THIRD MILLENIUM ASSOC IN										
	WTR BILL NOTIC-AUG	1,654.88	UTILITY BILL PROCESSING	04.410.221		6904	000442	P	187	00043
	WTR BILL NOTIC-AUG	1,654.88	UTILITY BILL PROCESSING	04.420.221		6904	000442	P	187	00044
	E-PAY FOR AUG/2006	225.00	UTILITY BILL PROCESSING	04.410.221		6905	000441	P	187	00041
	E-PAY FOR AUG/2006	225.00	UTILITY BILL PROCESSING	04.420.221		6905	000441	P	187	00042
	DELINQUENT VEH REG NOTIC	3,000.00	PRINTED MATERIALS	01.461.315		6925	000452	P	187	00007
		6,759.76	*VENDOR TOTAL							
THOMAS DISTRIBOO OF OO										
	Lemar Batteries	92.94	COMPUTER EQUIPMENT	01.464.413		320382A			194	00100

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
THOMAS DISTRIBUTION OF 00 Energy 16 Charger	135.24 228.18	COMPUTER EQUIPMENT *VENDOR TOTAL	01.464.413		321278A		194 00101
THOMSON HEALTHCARE Physicians' Desk Ref	59.95	REFERENCE MATERIALS	01.466.318		20265221		194 00249
THYSSEN KRUPP ELEVATOR elevatr maint aug-oct	659.79	MAINTENANCE & REPAIR	01.468.244		442162		194 00081
TIME O MATIC INC Municipal Center Sign	22,849.00	OTHER EQUIPMENT	01.468.412		G-1-7-17-06	1591	194 00004
TITAN SUPPLY INC janitorial suppl	273.55	JANITORIAL SUPPLIES	01.468.320		2887		194 00082
TRANSYSTEMS CORP KUHN RD BK TRL THR 8/4	1,187.76	ROADWAY CAPITAL IMPROVEM	11.474.486		909635	000275 P	187 00045
TRAVEL-AIRLINES MASTERCA Ross-NLC 9/28-30 Airfare refund-ORR	218.59 73.61CR 144.98	MEETINGS TRAINING *VENDOR TOTAL	01.452.222 01.466.223		016214485019 12120201456		194 00151 194 00041
TRI-R SYSTEMS INC SERVICE CALL-PWKS BLDG	555.00	MAINTENANCE & REPAIR	01.467.244		2188		187 00063
UMX INC 8009215523 Black Badge Reels	59.00	SMALL EQUIPMENT EXPENSE	01.459.350		8/3/06		194 00198
UNITED 0162144850190 NLC/PSCP-9/28-30	218.59	MEETINGS	01.452.222		016214485019		194 00150
UNIVERSITY OF ILLINOIS PTI TRANSCRIPT FEE	5.00	TRAINING	01.466.223		TRANSCRIPT FEE		187 00095

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
UPS*1Z3F432T0392556661 Laptop shipping	29.39	OPERATING SUPPLIES	01.466.317		1z3f432t0392		194 00345
VALUE CITY 00001271 uniform pant lescher	29.98	UNIFORMS	01.468.324		1292		194 00080
VERIZON WRLS- IVR VISI Wrless crd-7/14-8/13	329.79	TELEPHONE	01.466.230		1602660549		194 00334
wrless crds-6/14-7/13	177.32	TELEPHONE	01.466.230		3684767358		194 00327
	507.11	*VENDOR TOTAL					
VILLAGE OF CAROL STREAM- WTR 7/6 THRU 8/1	582.86	HEATING GAS	01.468.277		900-0040		187 00037
VZW MESSAGING							
Srv for July 1-31	21.54	PAGING	01.466.243		u1-113407		194 00153
Srv for July 1-31	3.59	PAGING	01.464.243		U1-113407		194 00152
Srv for July 1-31	25.13	PAGING	01.466.243		U1-113407		194 00154
Srv for July 1-31	25.13	PAGING	01.466.243		U1-113407		194 00155
Srv for July 1-31	10.77	PAGING	01.466.243		U1-113407		194 00156
Srv for July 1-31	7.18	PAGING	01.468.243		U1-113407		194 00157
Srv for July 1-31	21.54	PAGING	01.466.243		U1-113407		194 00158
Srv for July 1-31	46.03	PAGING	01.466.243		U1-113407		194 00159
Srv for July 1-31	3.59	PAGING	01.467.243		U1-113407		194 00160
Srv for July 1-31	50.26	PAGING	01.467.243		U1-113407		194 00161
Srv for July 1-31	10.77	PAGING	01.467.243		U1-113407		194 00162
Srv for July 1-31	7.18	PAGING	01.467.243		U1-113407		194 00163
Srv for July 1-31	9.70	TELEPHONE	01.465.230		U1-113407		194 00164
Srv for July 1-31	3.59	EQUIPMENT MAINTENANCE	01.469.284		U1-113407		194 00165
Srv for July 1-31	28.72	PAGING	04.420.243		U1-113407		194 00166
Srv for July 1-31	12.63	PAGING	01.467.243		U1-113407		194 00167
Srv for Aug 1-31	3.59	PAGING	01.464.243		U1-113407		194 00168
Srv for Aug 1-31	28.05	PAGING	01.466.243		U1-113407		194 00169
Srv for Aug 1-31	25.10	PAGING	01.466.243		U1-113407		194 00170
Srv for Aug 1-31	21.52	PAGING	01.466.243		U1-113407		194 00171
Srv for Aug 1-31	10.76	PAGING	01.466.243		U1-113407		194 00172

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
VZW MESSAGING								
	Srv for Aug 1-31	7.17	PAGING	01.466.243		U1-113407		194 00173
	Srv for Aug 1-31	21.52	PAGING	01.466.243		U1-113407		194 00174
	Srv for Aug 1-31	42.40	PAGING	01.466.243		U1-113407		194 00175
	Srv for Aug 1-31	3.59	PAGING	01.467.243		U1-113407		194 00176
	Srv for Aug 1-31	50.21	PAGING	01.467.243		U1-113407		194 00177
	Srv for Aug 1-31	10.76	PAGING	01.467.243		U1-113407		194 00178
	Srv for Aug 1-31	7.18	PAGING	01.468.243		U1-113407		194 00179
	Srv for Aug 1-31	7.17	TELEPHONE	01.465.230		U1-113407		194 00180
	Srv for Aug 1-31	3.99	EQUIPMENT MAINTENANCE	01.469.284		U1-113407		194 00181
	Srv For Aug 1-31	29.19	PAGING	04.420.243		U1-113407		194 00182
	Srv for Aug 1-31	0.30	PAGING	01.466.243		U1-113407		194 00183
		559.45	*VENDOR TOTAL					
W SUBURE LIMO SEVR								
	Train home/Midway-Orr	75.00	TRAINING	01.466.223		5325476		194 00040
WAL MART								
	Clothing allow-Pece	25.52	UNIFORMS	01.466.324		00573		194 00225
	Veh Cleaing Supplies	14.66	AUTO MAINTENANCE & REPAI	01.466.212		05908		194 00243
	Cloth allow-Pece	27.52	UNIFORMS	01.466.324		09982		194 00224
		67.70	*VENDOR TOTAL					
WAL-MART #1553								
	Lables- parking lot	37.80	OPERATING SUPPLIES	01.466.317		08681		194 00330
WALGREEN 00039Q39								
	pictures	8.65	OPERATING SUPPLIES	01.467.317		72706		194 00131
WESTSIDE TRACTOR SALES								
	tooth set-stump grind	371.13	AUTO MAINTENANCE & REPAI	01.467.212		N49561		194 00135
	gaskets for mowers	20.96	AUTO MAINTENANCE & REPAI	01.467.212		N52214		194 00315
		392.09	*VENDOR TOTAL					

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
WHEATON PARK DISTRICT PACT Camp Event	210.00	COMMUNITY RELATIONS	01.466.325		186265		194 00227
WHEATON TROPHY & ENGRAVE BUSINESS APPR AWARD	69.60	ECONOMIC DEVELOPMENT	01.463.246		206374		187 00009
WIU-ILETSE EXEC INSTIT Subscription order	40.00	DUES & SUBSCRIPTIONS	01.466.234		enfr forum		194 00247
WW GRAINGER 143 12 pleated filters	52.80	OPERATING SUPPLIES	04.420.317		801539370		194 00321
36 pleated filters	165.36	OPERATING SUPPLIES	04.420.317		801539370		194 00322
	218.16	*VENDOR TOTAL					
XEROX CACL Mtnce Lease Aug 06	1,429.84	COPY EXPENSE	01.465.231		018909964	1295	194 00008
XEROX SUPPLY TEXAS Credit for shipping	17.44CR	COPY EXPENSE	01.460.231		009041411		194 00302
Z-ROSE PRODUCTIONS SOU Giveaway Supplies	287.44	COMMUNITY RELATIONS	01.466.325		8388		194 00216
SOU Giveaway Supplies	415.87	COMMUNITY RELATIONS	01.466.325		8393		194 00217
	703.31	*VENDOR TOTAL					
ZIEGLER'S ACE-CAROL ST bushings-st striper	12.60	AUTO MAINTENANCE & REPAI	01.467.212		B45283		194 00310
Keys for desks	30.77	OPERATING SUPPLIES	01.466.317		B47333		194 00036
Keys for desks	15.92	OPERATING SUPPLIES	01.466.317		B48114		194 00037
	59.29	*VENDOR TOTAL					
4 IMPRINT SOU Giveaway Supplies	249.44	COMMUNITY RELATIONS	01.466.325		903721		194 00214

Schedule of Bills

VENDOR NAME								
DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
REPORT TOTALS:	473,043.63							

RECORDS PRINTED - 000446

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
01	GENERAL CORPORATE FUND	208,145.11
04	WATER & SEWER O/M FUND	259,268.81
06	MOTOR FUEL TAX FUND	4,441.95
11	CAPITAL IMPROVEMENT FUND	1,187.76
TOTAL ALL FUNDS		473,043.63

BANK RECAP:

BANK	NAME	DISBURSEMENTS
OBB	OAK BROOK BANK	473,043.63
TOTAL ALL BANKS		473,043.63

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

DATE APPROVED BY

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ADDENDUM WARRANTS
September 6, 2006 thru September 18, 2006

Fund	Check #	Vendor	Description	Amount
General	A C H	Oak Brook Bank	Payroll Aug 14, 2006 - Aug 27, 2006	422,253.07
Water & Sewer	A C H	Oak Brook Bank	Payroll Aug 14, 2006 - Aug 27, 2006	33,588.96
General	A C H	Oak Brook Bank	Payroll Aug 28, 2006 - Sept 10, 2006	432,083.29
Water & Sewer	A C H	Oak Brook Bank	Payroll Aug 28, 2006 - Sept 10, 2006	32,217.38
General	A C H	Ill Funds	I P B C for August, 2006	152,841.46
Water & Sewer	A C H	Ill Funds	I P B C for August, 2006	12,786.50
				<u>\$ 1,085,770.66</u>

Approved this _____ day of _____, 2006

By: _____
 Ross Ferraro - Mayor

 Janice Koester, Village Clerk

 Anthony Manzullo - Village Treasurer

AGENDA ITEM

L-4 9-18-06

VILLAGE OF CAROL STREAM
BALANCE SHEET

August 31, 2006

FUND	CASH	INVESTMENTS	OTHER ASSETS	TOTAL ASSETS	LIABILITIES	ADJ. FUND BAL.	LIAB. & EQUITY
GENERAL CORPORATE	2,543,280.33	18,112,640.37	4,225,775.48	24,881,696.18	3,588,020.63	21,293,675.55	24,881,696.18
WATER & SEWER	587,795.19	11,087,840.13	48,018,162.92	59,693,798.24	6,279,658.50	53,414,139.74	59,693,798.24
MOTOR FUEL TAX	569.93	1,898,627.91	34,101.47	1,933,299.31	35,659.65	1,897,639.66	1,933,299.31
GENERAL CORPORATE - CIP		13,788,235.23	134,821.42	13,923,056.65	0.00	13,923,056.65	13,923,056.65
GENEVA CROSSING - TIF*	892,519.36	0.00	0.00	892,519.36	0.00	892,519.36	892,519.36
TOTAL	4,024,164.81	44,887,343.64	52,412,861.29	101,324,369.74	9,903,338.78	91,421,030.96	101,324,369.74

* Funds invested in JP Morgan Bank money market fund.

**VILLAGE OF CAROL STREAM
REVENUE / EXPENDITURE STATEMENT
FOR 4 MONTHS ENDED AUGUST 31, 2006**

FUND	REVENUE			EXPENDITURES			NET MONTHLY REV. - EXPEND.
	BUDGET	MONTH	Y.T.D.	BUDGET	MONTH	Y.T.D.	
GENERAL CORPORATE	21,490,508	1,664,647.08	8,014,831.96	21,147,692	1,560,107.29	6,159,129.00	104,539.79
WATER & SEWER O/M	7,942,042	736,626.07	2,642,789.84	6,526,531	494,487.90	1,477,231.29	242,138.17
MOTOR FUEL TAX	2,733,633	112,212.88	355,225.65	2,244,123	65,558.64	1,437,879.35	46,654.24
GENERAL CORPORATE - CIP	3,573,000	80,543.66	219,992.37	3,573,000	161,572.59	185,942.40	(81,028.93)
GENEVA CROSSING - TIF	4,791,086	54,996.02	185,572.66	370,973	3,000.00	96,986.25	51,996.02
TOTAL	40,530,269.00	2,649,025.71	11,418,412.48	35,862,319.00	2,284,726.42	9,357,168.29	364,299.29

FISCAL BASIS

EARNED/MONTH		EARNED/YEAR-TO-DATE		COLLECTIONS
2005-06	2006-07	2005-06	2006-07	

SALES TAX	452,423.77	560,732.26	452,423.77	560,732.26	MAY 2006
HOME RULE SALES TAX	159,411.63	188,348.54	159,411.63	188,348.54	MAY 2006
UTILITY TAX - COM ED	205,081.21	192,321.40	507,524.31	495,839.69	JUL 2006
UTILITY TAX - TELECOM.	170,669.51	163,219.16	170,669.51	163,219.16	MAY 2006
USE TAX -NATURAL GAS	15,785.19	13,457.03	70,912.48	63,892.15	JUL 2006
INCOME TAX **	255,573.53	321,290.79	2,891,381.04	3,193,397.76	APR2006

** No receipts in August

BILLINGS/MONTH		BILLINGS/YEAR-TO-DATE	
2005-06	2006-07	2005-06	2006-07

WATER	417,755.40	392,466.01	1,606,698.63	1,376,284.63
SEWER	279,878.58	263,654.48	1,047,795.42	905,550.84

CASH RECEIPTS/MONTH		CASH RECEIPTS/YEAR-TO-DATE	
2005-06	2006-07	2005-06	2006-07

WATER & SEWER	875,872.31	606,063.66	2,409,876.49	2,109,520.24
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The Village is on an accrual basis of accounting and financial reporting. This report is for ease of understanding, on a cash basis, which recognizes revenues when collected and expenditures when made.