

# *Village of Carol Stream*

## **BOARD MEETING AGENDA NOVEMBER 6, 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 October 16, 2006 Meeting.

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

1. Presentation by DuPage Writers' Group.
2. Proclamation Declaring November 2006 National Family Caregivers Month in Carol Stream.

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

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

1. PLAN COMMISSION:

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

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

1. WRC – East Side Tank Demolition.  
*Staff recommends the award of an engineering design contract for the demolition of certain east side WRC facilities.*
2. Proposed Maintenance for Well #3.  
*Staff recommends waiving of bids and award of maintenance contract to Layne Western for repairs to Water Well #3.*
3. Approval of Change Order No. 1 – Fair Oaks Road Improvement Project.  
*This item is a change order request for additional flared end sections, reduction in pipe, changes in base course, modification to project schedule and remobilization.*
4. Acceptance of Public Improvements and Authorizing Final Payment – Lies Road Streetlights.  
*This item is requesting acceptance of the Lies Road Streetlights and authorizing their final payment to Town & Country Homes.*

# Village of Carol Stream

## BOARD MEETING

### AGENDA

NOVEMBER 6, 2006

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#### **H. ORDINANCES:**

1. Ordinance No. \_\_\_\_\_, Amending Chapter 8, Article 6 of the Carol Stream Traffic Code – Parking Scheduled (Parking Restrictions along Elk Trail). *Parking restrictions are necessary along Elk Trail due to the new preschool.*

#### **I. RESOLUTIONS:**

1. Resolution No. \_\_\_\_\_, Authorizing the Execution of an Intergovernmental Agreement for Housing and Community Development Between the County of DuPage and the Village of Carol Stream.  
*The Village is a member of the Community Development Commission with other municipalities and DuPage county, that oversees spending of federal funding for housing and related projects.*

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

1. Request for Approval of a Pool Cover to Meet Swimming Pool Enclosure Requirements.  
*Estee and Wayne Jimerson of 1185 Parkview Court recently installed an in-ground swimming pool, and the wooden fence enclosing the pool is less than the required four feet in places. The pool cover would enable the Jimersons to meet the safety barrier requirements of the Village Code.*

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

1. Regular Bills:
2. Addendum Warrant:

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

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

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

*Village of Carol Stream*

**BOARD MEETING**

**AGENDA**

**NOVEMBER 6, 2006**

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**N. ADJOURNMENT:**

**LAST ORDINANCE: 2006-10-55**

**LAST RESOLUTION: 2228**

**NEXT ORDINANCE: 2006-11-58**

**NEXT RESOLUTION: 2229**

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

**October 16, 2006**

Mayor Pro-Tem Tom Shanahan 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: Trustees McCarthy, Gieser, Saverino, Stubbs, Fenner & Shanahan  
Absent: Mayor Ferraro, Deputy Clerk Progar, Village Treasurer Manzullo  
Also Present: Village Manager Breinig, Assistant Village Manager Mellor, Attorney Adam Simon & Village Clerk Koester

**MINUTES:**

Trustee McCarthy moved and Trustee Fenner made the second to approve the Minutes of the Meeting of October 2, 2006 as presented. The results of the roll call vote were:

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

**AUDIENCE PARTICIPATION AND PUBLIC HEARINGS:**

**Presentation from the DuPage Writers Group:** There was no representative in attendance. Trustee Fenner read a Proclamation Declaring November 2, 2006 Family Literacy Day in Carol Stream.

**CONSENT AGENDA:**

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

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

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

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

1. Spec. Use – Private Recreation Academy- Ord. 2006-10- 57
2. Received: Advice of Change Order #2-Consult. Engineer Svc. Fair Oaks Rd.
3. Received: 2006 Audit
4. Resolution 2228: Declare Surplus Property-3 seized vehicles
5. Approved: Request for fee waiver-CSFPD-HVAC improvements Stat. #1
6. Request for payment- recapture fees-Jason Court Subdivision
7. Regular Bills, Addendum Warrant of Bills, Treasurer’s Report 9/30/06

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

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

**Request to Allow Non-Sales Tax Generating Use in the Central Park Commercial Development:**

Trustee Stubbs commented that when the Central Park development was first reviewed it was looked at as an area that would add sales tax revenue to the Village, and for the most part that has happened. He said that he concurs that there is no reason to set aside the restriction on non-sales tax generating uses because it is important to question all additional uses that do not generate sales tax.

Trustee Fenner said that she totally disagrees because that is the only development in the entire Village that has this restriction. It is blatantly unfair and she had said this every time it comes before the Board. She said that she thinks that the restriction should be removed.

Trustee McCarthy said that he would not mind seeing a percentage set aside where they do not have to come back every time when it's a different use, but not lift it completely.

Trustee Gieser said that in this situation, the Board has granted the uses for a limited time for 25% to be non-sales tax generating and if the numbers are correct, the developer would be under that number with this use. He said that in this situation he does not have concern.

Trustee Saverino concurred with Trustee Gieser saying that this use would have non-sales tax generating at 20% and that is satisfactory.

Trustee Gieser moved and Trustee Saverino made the second to approve the request for a lease to Royal Nails nail salon in the Central Park Commercial PUD. The results of the roll call vote were:

Ayes:	4	Trustees McCarthy, Gieser, Saverino, and Fenner
Nays:	1	Trustee Stubbs
Abstain:	1	Trustee Shanahan

**REPORT OF OFFICERS:**

Trustee Gieser thanked the Board for passing the proclamation for Family Literacy Day. He said that the Poet Laureate will be at three different schools in the community on November 2<sup>nd</sup> plus he will doing a live reading in the Board Room which will be broadcasted on Channel 6 live.

Trustee McCarthy commented that Glenbard North Government Group toured the Village Hall prior to going to tour the DuPage County Buildings. He reminded parents that kids should wear reflective clothing and drivers watch out for kids in the streets on Halloween. Trustee McCarthy also noted that the local youth football playoffs start this weekend and he wished them all well.

Mr. Breinig reminded residents that the Special Census begins this week and if there are questions they can call the Village.

Village Clerk Koester thanked Dominick's for their hospitality at their grand re-opening.

Trustee Stubbs moved and Trustee McCarthy made the second to move to Executive Session to discuss probable imminent litigation, collective negotiating matters and continued employment of a specific employee. There will be no action taken and the Board will adjourn directly from that session. The results of the roll call vote were:

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

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

**OCTOBER 23, 2006**

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

At 7:30 PM, Chairman Pro-Tem Don Weiss called the Regular Meeting of the Combined Plan Commission/ Zoning Board of Appeals to order and directed John Svalenka, Village Planner to call the roll.

Present: Commissioners Spink, Michaelsen and Weiss  
Absent: Commissioners Smoot, Vora and Hundhausen

Chairman Weiss declared the meeting would be unable to continue due to the lack of a quorum. He proceeded to read the proposed agenda, stating that all of the items will be continued to the Regular Meeting of the Combined Commission on November 13, 2006.

**Minutes of: October 9, 2006 CONTINUED TO 11-13-06 MEETING**

**Public Hearing:**

- #06242 :**           **Spina Commercial**, east side of Schmale Road, south of St. Charles Road  
*Special Use – Planned Unit Development*  
*Special Use – Shopping Plaza*  
*Special Use – Drive-Up Window*  
*Preliminary/Final PUD Plan Approval*  
CONTINUED FROM 10-9-06 MEETING  
*Rezoning – B-2 General Retail District to B-3 Service District*  
*Special Use for Auto Laundry*  
**CONTINUED TO 11-13-06 MEETING**
- #06258 :**           **Mazhar Tabrezi**, 1358 Tall Oaks  
*Subdivision Code Variation – Lot Width for Circular Driveway*  
**CONTINUED TO 11-13-06 MEETING**
- #06257 :**           **American Legion Post NO. 76**, 570 S. Gary Avenue  
*Zoning Code Variation – Rooftop Equipment Screening*  
**CONTINUED TO 11-13-06 MEETING**

Chairman Weiss declared the meeting for October 23, 2006 cancelled due to the lack of a quorum at 7:32 PM and noted that all items presented as the agenda for this meeting are continued to the 11-13-2006 meeting.

Village of Carol Stream C-1 11-6-06  
Interdepartmental Memo

**DATE:** November 1, 2006

**TO:** Mayor & Village Board of Trustees  
Joseph E. Breinig, Village Manager

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

**RE:** Nov. 6<sup>th</sup> Audience Participation – DuPage Writers' Group Presentation

Rose Calkins, a member of the DuPage Writers' Group has asked permission to appear before the Mayor and Village Board at their upcoming Nov. 6<sup>th</sup> meeting. The purpose of the visit is to present a signed copy of their 1<sup>st</sup> publication titled Possibilities. Prior to presenting a copy of Possibilities to the Village Board, they would like to read 3-4 selections from it. Their initial request was to conduct a 30-minute reading during the Audience Participation. The staff discussed this request with the Mayor who advised us to shorten the presentation considerably. The alternate arrangement is to have members of the DuPage Writers' Group make a 10-minute reading beginning at 7:50 pm during the tail end of Listening Post and then make the formal book presentation with a 5-minute reading during the audience participation. Ms. Calkins agreed to this arrangement.

If your schedule allows, please do your best to arrive at the Listening Post no later than 7:45 pm so we can host this group and support their efforts to encourage a literary to the whose many members include residents of our community such as Carol Ellermeier, Suzanne Hlotke and Rose Calkins. Below is a copy of the group's mission statement reproduced from their web site at [www.dupagewritersgroup.org](http://www.dupagewritersgroup.org).

*'Our mission is to support each other by supplying motivation to write, by critiquing each other's work, by networking with other writers, by providing a nurturing environment, and by sharing ideas and techniques. We also "come together for real-time writing or writing practice because we have experienced the collective energy that occurs when we join, with writing as our purpose. ... In writing groups, we bear witness to each other's work, we learn from one another and spark each other's creativity. We share camaraderie and create community.'*

## P R O C L A M A T I O N

DECLARING NOVEMBER 2006 NATIONAL FAMILY CAREGIVERS MONTH  
IN CAROL STREAM

**Whereas**, during this season of thanksgiving, as we pause to reflect on the many blessings that have been bestowed on us as individuals and as a community, we are especially grateful for the love of our families and friends; and

**Whereas**, one of the most profound ways in which that love is expressed is through the generous support provided by family caregivers to loved ones who are chronically ill, elderly or disabled. Caregivers reflect family and community life at its best. They are among Carol Stream's most important natural resources; and

**Whereas**, as the need for family caregivers is growing, we are blessed to live in a time when medicine and technology have helped us live longer and as a result, persons with disabilities are living longer and people over 85 are the fastest growing segment of our population. Family caregivers can be found in every city and town in America and it is likely that we all know at least one family caregiver; and

**Whereas**, family caregivers deserve our lasting gratitude and respect and throughout the month of November, we honor the many contributions that family caregivers make to the quality of our national life, let us resolve to work through our community, religious, social, business and other organizations to offer programs and services that will provide caregivers the support and encouragement they need to carry out their vital responsibilities; and

**Whereas**, all during National Family Caregiver Month and every day, the National Family Caregivers Assoc. encourages family caregivers to **Believe in Yourself, Protect Your Health and Reach Out for Help** each day in order to have a more satisfying life and be better able to provide their loved one with the best care and also raise awareness about the issues that you face as a caregiver.

**NOW, THEREFORE BE IT RESOLVED THAT I**, Thomas Shanahan, Mayor Pro Tem, do hereby proclaim November 2006 as National Family Caregivers Month in Carol Stream and encourage all residents who know a caregiver to take time to thank and support them in their compassionate ministry and to celebrate the more than 50 million family caregivers across our country.

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Thomas Shanahan, Mayor Pro-Tem

ATTEST:


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Janice Koester, Village Clerk



AGENDA ITEM

*Village of Carol Stream* G-1 11-6-06  
**Interdepartmental Memo**

**TO:** Joe Breinig, Village Manager  
**FROM:** John A. Turner, Director of Public Works   
**DATE:** October 30, 2006  
**RE:** WRC - East Side Tank Demolition

The proposed development of the walking path in the new Easton Park subdivision, through the WRC's east side facilities to the creek bridge within the WRC, has led to the question whether the out-of-service east side units should be removed prior to the development of this path. Without the removal of the out-of-service units, the proposed path will have to be built very close to the creek embankment and will have to maneuver around existing structures. Additionally, the remaining east side units will have to be re-fenced to provide security. Although the actual steel tanks and the east side blower building can be removed, there are certain components of the underground facilities that must remain in service. There are also numerous drain lines, water lines, sludge line, and electrical lines that must be abandoned or rerouted to maintain service.

Attached is an engineering proposal from Baxter & Woodman Consulting Engineers to develop an engineering plan for the proper demolition of the east side treatment units and for the modification of those facilities that must remain in service. The engineering fee for the proposed work would be based upon time and materials, with a total cost not to exceed \$29,300.

The development of the proposed walking path will be greatly enhanced if the unnecessary treatment units are first removed. In order to properly demolish and remove the east side facilities, it is recommended that the attached engineering proposal be accepted. This project was not previously funded for the current budget year; therefore, a budget amendment would be necessary should this project be approved.

JAT:lm



October 27, 2006

Mr. John "Al" Turner  
Director of Public Works  
Village of Carol Stream  
124 Gerzevske Lane  
Carol Stream, Illinois 60188

***Subject: Village of Carol Stream – Water Reclamation Center Improvements  
East System Demolition***

Dear Mr. Turner:

Please find attached two copies of the *Engineering Agreement* for the subject project. Please have the agreement signed where indicated and return one copy to us for our files in the envelope provided.

Very truly yours,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS

A handwritten signature in cursive script, appearing to read "Scot D. Strassburg".

Scot D. Strassburg, P.E.

SDS:csw

Enc.

H:\PROJ\CRSTV\061281\ESAtrans102606.doc

8678 Ridgfield Road

Crystal Lake, IL 60012

815.459.1260

Fax 815.455.0450

info@baxterwoodman.com

VILLAGE OF CAROL STREAM, ILLINOIS  
WATER RECLAMATION CENTER IMPROVEMENTS  
EAST SYSTEM DEMOLITION  
DESIGN AND CONSTRUCTION SERVICES

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***ENGINEERING SERVICES AGREEMENT***

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***THIS AGREEMENT*** is made this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between the Village of Carol Stream, Illinois, hereinafter referred to as the VILLAGE, and Baxter & Woodman, Inc., Consulting Engineers, hereinafter referred to as the ENGINEERS, for engineering services required by the VILLAGE for the Water Reclamation Center Improvements, East System Demolition, hereinafter referred to as the PROJECT.

***WITNESSETH*** that in consideration of the covenants herein, these parties agree as follows:

***SECTION 1.*** The PROJECT consists of the demolition of un-used facilities at the Carol Stream Water Reclamation Center, as more completely described in Exhibit A, attached hereto. After written authorization by the VILLAGE, the ENGINEERS shall provide professional services for the PROJECT. These services will include serving as the VILLAGE's representative in all phases of the PROJECT, providing consultation and advice, and furnishing customary engineering and construction-related services, as enumerated in Exhibit B, attached hereto.

***SECTION 2.*** The VILLAGE shall compensate the ENGINEERS for the professional services enumerated in Exhibit B hereof as follows:

2.1 The ENGINEERS' fee for the final design services described in Exhibit B, Sections 1 through 9 shall be computed on the basis of their hourly wage rates times a multiplier of 2.90 for actual work time performed plus reimbursement of out-of-pocket expenses including travel costs which total amount will not exceed \$26,100, ENGINEERS' Project No. 061281.40.

2.2 The ENGINEERS' fee for the bidding related services described in Exhibit B Section 10 shall be computed on the basis of their hourly wage rates times a multiplier of 2.90 for actual work time performed plus reimbursement of out-of-pocket expenses including

travel costs which total amount will not exceed \$3,200, ENGINEERS' Project No. 061281.50.

2.3 The ENGINEERS' fee for the construction related services described in Exhibit B, Sections 11 through 19 shall be negotiated between these parties and this agreement amended accordingly prior to the commencement of said services, ENGINEERS' Project No. 061281.60.

2.4 The ENGINEERS' fee for the additional services described in Exhibit B, Sections 20 through 21 shall be computed on the basis of their hourly wage rates times a multiplier of 2.90 plus reimbursement of out-of-pocket expenses including automobile travel, ENGINEERS' Project No. 061281.61.

**SECTION 3.** The parties hereto further mutually agree:

3.1 The VILLAGE shall obtain from others and furnish to the ENGINEERS complete legal descriptions and plats of property surveys for the PROJECT which shall include, but not be limited to, location and staking of all necessary property lines and corners, public rights-of-way and secured easements, and zoning and deed restrictions.

3.2 The ENGINEERS may submit requests for periodic progress payments for services rendered. Payments shall be due and owing by the VILLAGE in accordance with the terms and provisions of the Local Government Prompt Payment Act, Illinois Compiled Statutes, Ch. 50, Sec. 505, et. seq.; and the ENGINEERS may, after giving seven (7) days written notice to the VILLAGE, suspend services under this Agreement until the ENGINEERS have been paid in full all amounts due for services, expenses, and late payment charges as provided in such Act.

3.3 This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party; or the VILLAGE may terminate this Agreement, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party (1) not less than ten (10) calendar days written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination. If this Agreement is terminated by either party, the ENGINEERS shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of contract termination, the VILLAGE shall receive reproducible copies of Drawings, Specifications and other documents completed by the ENGINEERS.

3.4 The ENGINEERS agree to hold harmless and indemnify the VILLAGE and each of its officers, agents and employees from any and all liability claims, losses, or damages arising out of or alleged to arise from negligence in the performance of the services under this Agreement, but not including liability that may be due to the sole negligence of the VILLAGE or other consultants, contractors or subcontractors working for the VILLAGE, or their officers, agents and employees.

The VILLAGE agrees to hold harmless and indemnify the ENGINEERS, and each of their officers, agents and/or employees from any and all liability claims, losses, or damages arising out of or alleged to arise from negligence in the performance of the services under this Agreement that may be due to the sole negligence of the VILLAGE) (CITY or other consultants, contractors, or subcontractors working for the VILLAGE, or their officers, agents and/or employees.

The VILLAGE) shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and agents and ENGINEER's Consultants from and against all claims, costs, losses, and damages caused by, arising out of or relating to the presence, discharge, release, or escape of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material at, on, under or from the Project site.

The VILLAGE acknowledges that the ENGINEER is a Business Corporation and not a Professional Service Corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees.

The VILLAGE and ENGINEERS agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

3.5 For the duration of the PROJECT, the ENGINEERS shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from the ENGINEERS' negligence in the performance of services under this Agreement. The VILLAGE shall be named as an additional insured on the ENGINEERS' general liability insurance policy. The limits of liability for the insurance required by this Subsection are as follows:

(1)	Worker's Compensation:	Statutory Limits
(2)	General Liability Per Claim:	\$1,000,000

	Aggregate:	\$2,000,000
(3)	Automobile Liability Combined Single Limit:	\$1,000,000
(4)	Excess Umbrella Liability Per Claim and Aggregate:	\$4,000,000
(5)	Professional Liability Per Claim and Aggregate:	\$2,000,000/\$3,000,000

3.6 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of the ENGINEERS and their officers, directors, employees, agents, and any of them, to the VILLAGE and anyone claiming by, through or under the VILLAGE, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the PROJECT or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEERS or their officers, directors, employees, agents or any of them, hereafter referred to as the "VILLAGE's Claims", shall not exceed the total insurance proceeds available to pay on behalf of or to the ENGINEERS by their insurers in settlement or satisfaction of VILLAGE's Claims under the terms and conditions of ENGINEERS' insurance policies applicable thereto, including all covered payments made by those insurers for fees, costs and expenses of investigation, claims adjustment, defense and appeal.

3.7 The ENGINEERS are responsible for the quality, technical accuracy, timely completion, and coordination of all Designs, Drawings, Specifications, Reports, and other professional services furnished or required under this Agreement, and shall endeavor to perform such services with the same skill and judgement which can be reasonably expected from similarly situated professionals.

3.8 The VILLAGE may, at any time, by written order, make changes within the general scope of this Agreement in the services to be performed by the ENGINEERS. If such changes cause an increase or decrease in the ENGINEERS' fee or time required for performance of any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly. No service for which an additional compensation will be charged by the ENGINEERS shall be furnished without the written authorization of the VILLAGE.

3.9 All Reports, Drawings, Specifications, other documents, and magnetic media prepared or furnished by the ENGINEERS pursuant to this Agreement are instruments of service in respect to the PROJECT, and the ENGINEERS shall retain the right of reuse of said documents and magnetic media by and at the discretion of the ENGINEERS whether or not the PROJECT is completed. Reproducible copies of the ENGINEERS' documents and magnetic media for information and reference in connection with the use and occupancy of the PROJECT by the VILLAGE and others shall be delivered to and become the property of the VILLAGE upon request; however, the ENGINEERS' documents and magnetic media are not intended or represented to be suitable for reuse by the VILLAGE or others on additions or extensions of the PROJECT, or on any other project. Any such reuse without verification or adaptation by the ENGINEERS for the specific purpose intended will be at the VILLAGE's sole risk and without liability or legal exposure to the ENGINEERS, and the VILLAGE shall indemnify and hold harmless the ENGINEERS from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any furnishing of additional copies and verification or adaptation of the ENGINEERS' documents and magnetic media will entitle the ENGINEERS to claim and receive additional compensation from the VILLAGE. Magnetic media are furnished without guarantee of compatibility with the VILLAGE's software or hardware, and the ENGINEER's sole responsibility for such media is to furnish replacements of defective disks within 30 days after initial delivery.

3.10 The compensation for engineering services set forth in Section 2 hereof shall include supervision of any geotechnical subconsultant and/or laboratory services required by the ENGINEERS for the PROJECT, but the cost of such subconsultant and laboratory services shall be a separate expense to the VILLAGE. The ENGINEERS shall make all necessary arrangements, subject to the prior approval by the VILLAGE, and employ qualified subconsultants for all geotechnical subconsultant and/or laboratory services, and the VILLAGE shall reimburse the ENGINEERS for the actual costs of the geotechnical subconsultant and/or laboratory services plus five percent (5%) service charge upon submission of proper invoices.

3.11 During the progress of the construction work under this Agreement, the ENGINEERS shall continuously monitor their costs and anticipated future costs, and if such monitoring indicates possible costs in excess of the amounts stated in Section 2 above, the ENGINEERS shall notify the VILLAGE of such anticipated increase and the compensation for construction-related engineering services shall be adjusted by amendment to this Agreement. If the VILLAGE and the ENGINEERS cannot agree on the amount of extra compensation for said anticipated increase of engineering costs, this Agreement shall then be considered to be terminated to the mutual benefit of these parties, without penalty to either party.

3.12 The not-to-exceed amount for engineering services set forth in Section 2 above does not include any overtime hours for Resident Project Representatives. In the event the Contractor works more than eight (8) hours on any weekday, or works any time on Saturdays, Sundays or holidays, during which time Resident Project Representatives are required to be present, the VILLAGE shall pay the ENGINEERS extra compensation at the ENGINEERS' hourly rates on a time-and-a-half basis for all time of more than eight (8) hours on any weekday and all time on Saturdays, and on a double time basis for all time on Sundays and holidays.

3.13 Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

3.14 This Agreement contains and embodies the entire and integrated agreement between parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.



IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by their duly authorized officers as of the day and year first above written.

**BAXTER & WOODMAN, INC.**

**VILLAGE OF CAROL STREAM,  
ILLINOIS**

By *Paul R. Gorb*  
President/CEO

By \_\_\_\_\_  
President

*October 26, 2006*  
Date of Signature

\_\_\_\_\_  
Date of Signature

(SEAL)

(SEAL)

ATTEST:

*Laura E. Thomas*  
Secretary

ATTEST:

\_\_\_\_\_  
Clerk

Attachment

SDS:esw 10/26/06

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VILLAGE OF CAROL STREAM, ILLINOIS  
WATER RECLAMATION CENTER IMPROVEMENTS  
EAST SYSTEM DEMOLITION  
DESIGN AND CONSTRUCTION SERVICES

EXHIBIT A

**PROJECT DESCRIPTION**

The VILLAGE's existing East System at the Water Reclamation Center consists of three package plants that were converted to aerobic digesters and since removed from service. The PROJECT includes demolition of Aerobic Digester No. 1, Aerobic Digester No. 2, Aerobic Digester No. 3, the East System Blower Building, and the previously abandoned Pump Station No. 2. The PROJECT also includes improvements to the existing East System Flow Metering Station, the East System Pumping Station, and the Division Chamber to allow their continued service, all within the existing fence lines. Pipe plugging and abandonment along with grading of the site will also be necessary.

The PROJECT includes design of the following major improvements:

1. Abandonment of structures and related piping, including Aerobic Digester No. 1, Aerobic Digester No. 2, Aerobic Digester No. 3, the East System Blower Building, and Pump Station No. 2. .
2. Filling of the tanks to a level consistent with existing grade adjacent to the tanks.
3. East System Flow Metering Station, Pump Station, and Division Chamber improvements to allow continued service.
4. Maintaining power feed and communication cables for the East System Metering Station and the Pump Station to remain in service.

The PROJECT includes preliminary and final design services, assistance with bidding, and construction-related services. National Pollutant Discharge Elimination System (NPDES) permit modifications are not included with this PROJECT. The PROJECT does include completion and submission of the applications for the IEPA construction permit and technical support and assistance with the application review by the appropriate agencies.

VILLAGE OF CAROL STREAM, ILLINOIS  
WATER RECLAMATION CENTER IMPROVEMENTS  
EAST SYSTEM DEMOLITION  
DESIGN AND CONSTRUCTION SERVICES

EXHIBIT B

SCOPE OF SERVICES

Design Services

1. ADMINISTRATION & MEETINGS – Confer with the VILLAGE’s Director of Public Works, and his/her/their staff(s), from time to time, to clarify and define the general scope, extent and character of the PROJECT.
2. PROJECT MANAGEMENT - Plan, schedule, and control the activities that must be performed to complete the PROJECT. These activities include but are not limited to budget, schedule, and scope.
3. IEPA APPLICATION FOR PERMIT – Complete and submit the application form and supporting documents to the IEPA for review and approval to construct the VILLAGE’s Wastewater Reclamation Center Improvements. Provide technical support and assistance with the application and review.
4. SITE VISIT - Inspect existing treatment unit structures and equipment as to their conditions and suitability for continued use or modification for reuse.
5. PROCESS DESIGN CONSIDERATIONS - This preliminary design of this PROJECT shall consider and include but not be limited to the following:
  - A. POWER SUPPLY – Determine power supply needs and design system to keep existing East System Flow Metering Station and East System Pumping Station in operation.
  - B. PLANT OPERATION - Develop a means to keep plant in operation during construction of proposed improvements.
  - C. DEMOLITION PLAN – Delineate the structures to be demolished and the improvements required to keep the existing East System Flow Metering and Pumping Station in service.
  - D. A site plan, including grading and piping, for the VILLAGE’s East System using existing AutoCAD files and showing existing and proposed facilities.

- E. An opinion of the probable total project cost including construction, engineering services, contingencies, and, on the basis of information furnished by the VILLAGE, allowances for legal services, financial consultants, and any administrative services or other costs necessary for completion of the PROJECT.
6. FINAL DESIGN - Prepare Design Documents consisting of Drawings showing the general scope, extent and character of construction work to be furnished and performed by the Contractor(s) selected by the VILLAGE and Specifications which will be prepared in conformance with the format of the Construction Specification Institute.
  7. AGENCY SUBMITTALS - Submit the Design Documents to the IEPA for their review and approval for the VILLAGE to construct the PROJECT. Furnish the VILLAGE with three (3) sets of the Design Documents approved by IEPA.
  8. FINAL OPINION OF PROBABLE COST - Prepare an opinion of probable construction cost based on the Design Documents approved by IEPA.
  9. CONSTRUCTION DOCUMENTS - Prepare for review and approval by the VILLAGE and its legal counsel the forms of Construction Contract Documents consisting of Advertisement for Bids, Bidder Instructions, Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions, where appropriate, based upon documents prepared by the Engineers Joint Contract Document Committee (EJCDC).

#### **Bidding Services**

10. ASSISTANCE DURING BIDDING - Assist the VILLAGE in solicitation of construction bids from as many qualified bidders as possible, attend the bid opening and tabulate bid proposals, make an analysis of the bids, and submit recommendations for the award of construction contract.

#### **Construction Services**

11. COORDINATION - Act as the VILLAGE's representative with duties, responsibilities and limitations of authority as assigned in the Construction Contract Documents, and advise and confer with VILLAGE officials during construction and issue the VILLAGE's authorized instructions to the Contractor.
12. PRECONSTRUCTION SERVICES - Attend the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.
13. RESIDENT PROJECT REPRESENTATIVE - Provide Resident Project Representatives at the construction site on a periodic part-time basis from the ENGINEERS' office of not more than eight (8) hours per regular weekday, as

deemed necessary by the ENGINEERS, to stake-out construction lines and grades, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. However, the ENGINEERS are not responsible for the Contractor's construction means, methods, techniques, sequences or procedures, time of performance, compliance with Laws and Regulations, or safety precautions and programs in connection with the PROJECT, and the ENGINEERS do not guarantee the performance of the Contractor and are not responsible for the Contractor's failure to execute the work in accordance with the Construction Contract Documents.

14. DAILY REPORTS - Keep a daily record of the Contractor's work on those days that the ENGINEER is at the construction site including notations on the nature and cost of any extra work.
15. SHOP DRAWING REVIEW - Review and approve Shop Drawings, Manufacturer's Literature, Samples, and other submittals by the Contractor, but only for compliance with the Drawings and Specifications as to quality of materials and performance of equipment. Such review shall not be construed as relieving the Contractor of the responsibility to meet requirements of the Construction Contract Documents.
16. PARTIAL PAYMENTS - Review the Contractor's requests for payments as construction work progresses, and advise the VILLAGE of the amounts due and payable to the Contractor in accordance with the terms of the Construction Contract Documents.
17. CHANGE ORDERS - Prepare Construction Contract Change Orders when authorized by the VILLAGE.
18. FINAL INSPECTION - Conduct a final inspection of construction work, review the Contractor's written guarantees, and issue an opinion of satisfactory completion for acceptance of the PROJECT by the VILLAGE.
19. RECORD DRAWINGS - Prepare construction record drawings which show field measured dimensions of the completed work which the ENGINEERS consider significant and provide the VILLAGE with one set of reproducible record drawings and all equipment operation and maintenance manuals within ninety (90) days of the PROJECT completion.

#### Additional Services

20. POST-COMPLETION WORK - Provide construction-related engineering services including, but not limited to, General Construction Administration and

Resident Project Representative Services after the original construction contract final completion date for the PROJECT.


21. **WARRANTY WORK** - Provide construction-related engineering services regarding warranty work by the Contractor after the PROJECT, or parts thereof, has been accepted for operational use by the VILLAGE. Such services will include, but not be limited to assistance to the VILLAGE in enforcing the Contractor's guaranty to repair or replace defective work within the warranty time stated in the Construction Contract Documents for the PROJECT.

H:\PROJ\CRSTV\061281\Exhibit B.doc



G-2 11-6-06

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

**TO:** Joe Breinig, Village Manager  
**FROM:** John A. Turner, Director of Public Works   
**DATE:** October 25, 2006  
**RE:** Proposed Maintenance for Well #3

The Village has maintained its shallow wells (2, 3, 6) as a standby alternative water source in case of emergency. These wells are test pumped monthly and water quality samples are taken monthly. During recent testing of Well #3, a noticeable drop in well capacity was noticed, which was monitored in subsequent test pumpings, and finally, the well became inoperable, producing no output. In order to repair the well, it would be necessary to pull the submersible pump and motor to analyze its condition and to make necessary repairs.

Attached is a proposal from Layne Western Company to pull the well, based upon their established time and material rates. The cost for pulling and conducting the maintenance items that are known at this time total \$23,045. This includes the TV surveying, which we last did seventeen years ago and found to be quite useful. In addition to this cost would be the repair cost to the pump and motor equipment.

Inasmuch as the repair costs cannot be determined until the well equipment is removed and analyzed, and inasmuch as even the minimum cost to pull and analyze the equipment will exceed \$20,000, it is recommended that the Village Board waive formal bidding of this project and award maintenance activities to Layne Western, based upon the unit cost presented in their attached proposal. After the well equipment is pulled, cleaned and inspected, Layne Western will prepare the cost estimate for the necessary repairs.

Since this work was previously planned to be done next year (2007-2008 CIP budget), a budget amendment will be necessary after final project costs have been determined.

JAT:lm  
att.

**Layne-Western***a division of Layne Christensen Company*

721 West Illinois Avenue • Aurora, Illinois 60506-2892 • Phone: (630) 897-6941 • Fax: (630) 897-6976

October 13, 2006

Mr. Bob Hoffrage, Superintendent  
Village of Carol Stream  
Department of Public Works  
124 Gerzevske Lane  
Carol Stream, IL 60188

RE: Well No. 3 Proposal Revised

Dear Bob:

Please refer to my proposal dated August 2, 2006 (copy attached).

Enclosed is a copy of our current Work Order form stating labor and equipment rates and conditions. These labor rates would be charged in the event we are awarded the work. Referring to my August 2, 2006 proposal, change the estimated cost to pull Well No. 3 and reinstall it after making any necessary repairs to \$15,975.00. This assumes that well conditions presently allow the pump to be removed from the well in a normal manner and reinstalled at a later date. As stated in my original proposal it is not possible to determine the extent of any required repairs until the pump has been pulled, cleaned and inspected. The estimated cost to sandblast, coat and clean all of the oil tubing and shafts should be revised to read \$5,950.00.

Based on our current schedule for men and equipment, we would probably need 2 to 3 weeks notice to schedule the work.

In 1989 there was a T. V. Survey conducted on the well with a video tape delivered to you. This may be worthwhile to conduct another T. V. Survey of the well utilizing our new color camera. I have included the cost for a T. V. Well Survey under the remarks section of the enclosed Work Order form.

Please give me a call if you have any questions regarding this proposal.

Sincerely yours,

Layne-Western  
*a division of Layne Christensen Company*



Dick Abramson  
Contracting Engineer

DA/lb  
Enclosures





WORK ORDER



**Layne-Western**

a division of Layne Christensen Company

PROFESSIONAL SERVICES FOR WATER SYSTEMS

721 West Illinois Avenue • Aurora, Illinois 60506-2892 • 630/897-6941  
 229 West Indiana Avenue • Beecher, Illinois 60401 • 708/946-2244

Purchaser Village of Carol Stream  
 Address \_\_\_\_\_  
 Job Location Well No. 3

The undersigned Purchaser hereby instructs Layne-Western, a division of Layne Christensen Company ("Contractor") to proceed with work on Purchaser's well and/or pumping equipment with the understanding that the Terms and Conditions shown on the reverse are hereby incorporated as part of this Work Order and with the specific understanding that Contractor will not be liable for any damage in any way whatsoever for failure to complete the described work, nor for any injury or damage, including damage to the well, well material, pump or water supply, resulting from Contractor's efforts to perform such work, or for any delay on Contractor's part in completing same. All work will be provided on a cost plus basis at the hourly rates described below. Charges will be made at the below listed rates for travel time from applicable Aurora or Beecher, Illinois equipment base to destination and return for men and equipment. All hours worked before or after Contractor's normal work day hours and all hours worked on Saturdays, will be billed at time and one-half rates. All work on Sundays and/or any Federally recognized holiday will be billed at double time rates.

- 1. Serviceman or machinist with hand tools ..... \$ 109.50 per hour
- 2. Serviceman with service truck and tools or welding truck ..... 133.00 per hour
- 3. Machinist with machine shop equipment ..... 123.00 per hour
- 4. Serviceman with small hoist or winch truck or sandblast equipment..... 158.00 per hour
- 5. Operator and backhoe..... 158.00 per hour
- (6.) Serviceman with small service rig or large hoist or flatbed crane..... 166.00 per hour
- 7. Serviceman with large service rig or large cable tool rig or 15 ton truck crane ..... 193.00 per hour
- (8.) Helpers (per helper)..... 96.00 per hour
- 9. Time and one half rate for serviceman ..... add 54.75 per hour
- 10. Double time rate for serviceman..... add 109.50 per hour
- 11. Time and one half rate for helpers (per helper) ..... add 48.00 per hour
- 12. Double time rate for helpers (per helper)..... add 96.00 per hour
- (13.) Mileage from Layne shop or nearest point and return to shop, if not covered by hourly rate above:
  - (a) Auto ..... 0.50 per mile
  - (b) Pickup truck..... 0.70 per mile
  - (c) One-ton truck..... 0.95 per mile
  - (d) Flat-bed truck ..... 1.70 per mile
  - (e) Semi-trailer truck ..... 2.25 per mile
- 14. Per Diem:
  - (a) Over 45 miles to 96 miles radius from base .....30.00 + motel cost/man/day
  - (b) Over 96 miles from base .....35.00 + motel cost/man/day

Remarks

Time plus material.

T. V. Well Survey \$1,120.00.

Work Authorized on Behalf of Purchaser By: \_\_\_\_\_

101306-DA

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

August 2, 2006

*File*  
Mr. Bob Hoffrage, Superintendent  
Village of Carol Stream, Dept. of Public Works  
124 Gerzevske Lane  
Carol Stream, IL 60188

RE: Well No. 3

Dear Bob:

From your description of the data you observed while attempting to operate No. 3, it is apparent that the pump should be removed from the well and inspected.

Well No. 3 was last worked on by Layne in 1989, so although you were on Lake water and don't currently use it very much, it should be pulled anyhow for preventive maintenance.

We do repair work on a time and material basis in accordance to the rates, terms and conditions shown on the enclosed Work Order Form. The estimated cost to pull Well No. 3 and reinstall it after making any necessary repairs is \$15,500. This includes the cost to disassemble and inspect the bowl assembly. It is not possible to determine the extent of any required repairs until the pump has been removed from the well and inspected. We would visually inspect the column assembly to determine whether or not it could be sandblasted and recoated and reused. If that work was to be undertaken, the cost to sandblast, coat and clean all of the oil tubing and shafts would probably be around \$5,500 or more.

The well should also be measured in for total depth and static water level. Based on some of my notes from previous experience at Well No. 3, there is a possibility that your pump has become plugged up with well material such as shale or formation material. In that case you may find that some well work would be required.

A proposal for either well work or furnishing repairs to the pump can be furnished after the pump has been removed from the well and inspected.

Sincerely Yours,

**Layne-Western**  
a division of Layne Christensen Company


Dick Abramson  
Contracting Engineer

DA/bek

6-3 11-6-06

## Village of Carol Stream Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: William N. Cleveland, Assistant Village Engineer 

DATE: November 2, 2006

RE: Change Orders #1 & #2 Fair Oaks Road Reconstruction Project

Attached are Change Order #1 and #2 and letters of approval from the Village's consultant, Earth Tech. These change orders are for items that keep the project moving forward despite delays caused by utility relocations. Also included are items that will improve the construction.

The first change order was made to keep the project moving forward despite the cold, rainy October weather. The 4" aggregate stone sub base was quickly becoming rutted and impassable due to moisture and heavy construction equipment. We were concerned about resident accessibility and emergency access to Plum Grove and Maple Ridge Courts. This was solved by using 6" of recycled asphalt grindings instead of the 4" of stone. The price increase is \$24,600 and will provide a sturdier road as well as safe access during construction.

The second change order is for multiple items. Sidewalk and detectable warnings are proposed to be constructed to tie side streets walks to Fair Oaks Road. The cost for this is \$5,715.00 and will save the Village money in the future when the Fair Oaks bike trail is constructed.

Additional flared end sections are also included in Change Order #2. There were "cut concrete pipes" included in the plan for ditch checks. It was decided to use flared end sections to minimize future maintenance costs. Flared end sections were included in the contract so this is simply a change in quantity. However, the \$21,000 increase in flared end sections is only offset by a \$5,635 decrease in 12" pipe for a total increase of \$15,365.

Finally, Change Order #2 includes a time extension and new work items related to project delays due to utility relocations. Based on the work completion estimates provided by AT&T and ComEd, it was decided that the interim completion date should be changed from November 30<sup>th</sup> to December 15<sup>th</sup>. The final completion date will remain June 15<sup>th</sup>, 2007. It is also understood that weather conditions beyond the contractors control may make the interim completion date unachievable, but a good faith effort will be made by the contractor.

In order to keep the project moving forward while ComEd and AT&T finished their work, it was decided to break the project into two sections. The first from Plum Grove Court to Big Horn Trail, and the second from Big Horn to Army Trail Road. The section from Army Trail Road to Big Horn is where AT&T and ComEd have been relocating their facilities. This will also allow the residential areas of Plum Grove and Maple Ridge to have paved access this winter if the northern section cannot be finished. The total cost to place the curb in separate phases is \$7,610.43, however, some costs may be saved if equipment remobilization is not required.

The cost for Change Order #1 (\$24,600) and Change Order #2 (\$8,690.43) is \$53,290.43, or 3.4% of the original contract amount of \$1,564,039.65. Engineering staff therefore recommends these change orders be approved.

#### Attachments

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

CHANGE ORDER NO. 1

PROJECT: Fair Oaks Road  
(from Plum Grove Ct. to Army Trail Rd.)  
OWNER: Village of Carol Stream

DATE OF ISSUANCE: October 31, 2006

CONTRACTOR: Plote Construction

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

Description: Use of 6 in. RAP Grindings as Granular Pavement Subbase Material  
Purpose of Change Order: Substitution in the contract for the 4 in. CA-6 Granular Subbase Material  
Attachments: Letter from Kevin Fuhr to Plote Construction Dated October 12, 2006.

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:
Original Contract Price:	\$ 1,564,039.65	Original Contract Time: Interim Completion—Nov. 30, 2006 Final Completion—June 15, 2007
Previous Change Orders: None	\$ 0.00	Change from previous Change Orders: None
Current Contract Price:	\$ 1,564,039.65	Current Contract Time: Interim Completion—Nov. 30, 2006 Final Completion—June 15, 2007
Net increase/(decrease) of this Change Order:	\$ 24,600.00	Net increase/(decrease) of this Change Order: None
Contract Price with this Change Order:	\$ 1,588,639.65	Contract Time with this Change Order: Interim Compl.—11/30/06 Final Completion—June 15, 2007

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

RECOMMENDED:  
Earth Tech, Inc.

APPROVED:  
Village of Carol Stream

ACCEPTED:

By: Kevin C. Fuhr  
Kevin C. Fuhr, P.E.,  
Resident Engineer

By: \_\_\_\_\_  
Joseph Breinig,  
Village Manager

By: \_\_\_\_\_  
Plote Construction, Inc.

\_\_\_\_\_  
Title

October 12, 2006

Plote Construction, Inc.  
1100 Brandt Drive  
Hoffman Estates, IL 60192

RE: Project Change #1  
Village of Carol Stream  
Fair Oaks Road Improvements

ATTN: Mr. Gary Wohler, Project Coordinator

Dear Gary,

We have received your proposal and unit price for the use of 6" RAP Grindings as the granular subbase on the referenced project in lieu of continuing to use 4" of CA-6 Aggregate Subbase as specified in the plans. We are in agreement that using the 6" of RAP Grindings will give the project an overall better and more durable pavement while also solving the aggregation segregation problems that we were experiencing from the repeated truck traffic with the 4" of CA-6 Aggregate Subbase.

With this correspondence, we hereby approve your proposal to use 6" RAP Grindings in lieu of 4" CA-6 Aggregate Subbase and we approve their corresponding price additions and deductions. Pending Board approval from the Village of Carol Stream, the Schedule of Prices in the Contract will be amended as follows:

**Addition:**

**The addition of 6" of RAP Grindings for the Granular Subbase on the remainder of the project will be shown in the Schedule of Prices as follows:**

<u>Item No.</u>	<u>Item</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
145	SUBBASE MATERIAL, TYPE B, RAP GRINDINGS, 6"	SQ YD.	12,000.00	\$6.80	\$81,600.00

**Credit:**

The credit given for the elimination of the 4" CA-6 Aggregate Subbase on the remainder of the project is as follows:

<u>Item No.</u>	<u>Item</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
23	SUBBASE GRANULAR MATERIAL, TYPE B, 4"	SQ YD.	(12,000.00)	(\$4.75)	(\$57,000.00)

Thus, the updated item in the Schedule of Prices will be as follows:

<u>Item No.</u>	<u>Item</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
23	SUBBASE GRANULAR MATERIAL, TYPE B, 4"	SQ YD.	3,371	\$4.75	\$16,012.25

It is noted that these proposed changes will result in a total cost addition of \$24,600.00 to the project. Also, please note that these changes will not officially be incorporated into the Contract until they have received approval from the Village Board of the Village of Carol Stream.

Feel free to contact me if you should have any questions or problems.

Sincerely,

  
Kevin C. Fuhr, P.E.  
Resident Engineer  
Earth Tech

CC: File: 95443  
Mr. William Cleveland, Village of Carol Stream  
Mr. Jim Knudsen, Village of Carol Stream  
Mr. Preston Keefe, Earth Tech

CHANGE ORDER NO. 2

PROJECT: Fair Oaks Road  
(from Plum Grove Ct. to Army Trail Rd.)  
OWNER: Village of Carol Stream

DATE OF ISSUANCE: November 2, 2006

CONTRACTOR: Plote Construction

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

Description: Various project changes  
Purpose of Change Order: Addition of Detectable Warnings, Extra Costs Resulting from Utility Delays, Additional Flared End Sections, Credit for 12" Pipe  
Attachments: Letter from Kevin Fuhr to Plote Construction Dated November 1, 2006.

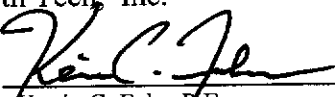
CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:
Original Contract Price:	\$ 1,564,039.65	Original Contract Time: Interim Completion—Nov. 30, 2006 Final Completion—June 15, 2007
Previous Change Orders:C.O.#1	\$ 24,600.00	Change from previous Change Orders: None
Current Contract Price:	\$ 1,588,639.65	Current Contract Time: Interim Completion—Dec. 15, 2006 Final Completion—June 15, 2007
Net increase/(decrease) of this Change Order:	\$ 28,690.43	Net increase/(decrease) of this Change Order: +2 weeks
Contract Price with this Change Order:	\$ 1,617,330.08	Contract Time with this Change Order:Interim Compl.—12/15/06 Final Completion—June 15, 2007

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

RECOMMENDED:  
Earth Tech, Inc.

APPROVED:  
Village of Carol Stream

ACCEPTED:

By:   
Kevin C. Fuhr, P.E.,  
Resident Engineer

By: \_\_\_\_\_  
Joseph Breinig,  
Village Manager

By: \_\_\_\_\_  
Plote Construction, Inc.

\_\_\_\_\_  
Title



November 1, 2006

Plote Construction, Inc.  
1100 Brandt Drive  
Hoffman Estates, IL 60192

RE: Project Change #2  
Village of Carol Stream  
Fair Oaks Road Improvements

ATTN: Mr. Gary Wohler, Project Coordinator

Dear Gary,

We have received your proposals and unit prices for the various project changes and are in agreement with their incorporation into the construction contract. These project changes are as follows:

- 1) **Item #33, "Portland Cement Concrete Sidewalk, 5 inch" (SQ. FT.).** Sidewalks at Plum Grove Ct., Maple Ridge Ct., Big Horn Tr., and Oxford St. will not be tied into the future multi-use path that is to be constructed on the east side of Fair Oaks Road. An additional amount of 720 Sq. Ft. of concrete sidewalk (and concrete sidewalk curb ramp) along Fair Oaks Road will be constructed on the south side of Plum Grove Ct., the north and south side of Maple Ridge Ct., the north and south side of Big Horn Tr., and the north side of Oxford St. to tie into the existing sidewalks from each of these streets. This will increase Item No. 33 by \$3240.00 (720 Sq. Ft. x \$4.50). This will result in an adjusted total quantity of 1097 Sq. Ft. and an adjusted total cost of \$4936.50.
- 2) **(New) Item No. 146, "Detectable Warnings", 150.0 SQ. FT (New Item).** In relation to the additions stated in Item #1 above, the Village of Carol Stream has requested that Detectable Warnings be installed in each of the 6 sidewalk curb ramp locations mentioned along Fair Oaks Road. The sidewalk ramps and detectable warnings shall be similar to those just recently constructed by the Village along Lies Rd. As a result, a new unit item, Item No. 146, will be created. This new item will have a total quantity of 150.0 Sq. Ft. at a Unit Price of \$16.50 per Sq. Ft. This will result in an increase of \$2475.00 (150 Sq. Ft. x \$16.50) to the Contract.
- 3) **Item No. 45, "Precast Reinforced Concrete Flared End Sections, 12" (EACH).** The construction plans do not call for End Sections on the 12" inflow and outflow pipes at the emergency overflow berms, but

rather a "cut" 12" pipe entering and exiting these special restrictor structures. The Village requests the use of Flared End Sections at all locations where concrete pipe daylights. Thus, we will eliminate the 6 ft. of 12" pipe at both the inflow and outflow of the special structure and subsequently replace this 6 ft. of pipe flowing in and out of the structure with a 12" Precast Reinforced Concrete Flared End Section.

These 30 additional end sections will be paid for under Item No. 45, Precast Reinforced Concrete Flared End Sections, 12" (EACH). This will increase Item No. 45 by \$21,000.00 (30 EACH. x \$700.00) and result in an adjusted total quantity of 46 EACH, with an adjusted total cost of \$32,200.00.

Additionally, 6 ft. of pipe from both the inflow and outflow of each special Catch Basin will be deducted from **Item No. 42, Storm Sewers, Type 2, Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe, Class III, 12" (FOOT)**. This will decrease Item No. 42 by (\$5,635.00) and will result in an adjusted total quantity of 0 FOOT and an adjusted total cost of \$0.00.

- 4) **Request for Extension of Time.** Due to the substantial delay of work associated with utility conflicts and utility relocation delays, we hereby approve your request for a two week extension of time on the project (letter from Plote dated 18-Oct-06). Therefore, per this Change Order, the Interim Completion Date of November 30, 2006 will be amended and the new Interim Completion Date of December 15, 2006 is established. However, this approval does not amend the final completion date, as that will remain unchanged as June 15, 2007.

Also, please note, that the Village of Carol Stream is aware that due to this late interim completion date, the placement of asphalt binder course may not be feasible due to inclement weather and/or cold temperatures. However, a good faith effort shall be made by Plote Construction to complete this item prior to the amended Interim Completion Date.

- 5) **(New) Item No. 147, "Low Boy Moves—Curb Machine & Paving Equipment, 3 Pieces, 6 EACH (New Item).** Due to the Utility Delay and Extension of Time discussed in Item #4, and due to desire of the Village of Carol Stream to keep construction progressing on the project between Plum Grove Ct. and Big Horn Dr., it will be necessary to remobilize concrete curb and gutter and asphalt paving equipment and construction operations. This is required as a result of breaking the job into two different segments, thus, the curb construction and asphalt paving of the project will take place at two separate times. As a result, a new unit item, Item No. 147, will be created. This new item

will have a total quantity of 6 EACH at a Unit Price of \$368.04 per EACH. This will result in an increase of \$2208.24 (6 EACH x \$368.04) to the Contract. Also, it shall be noted, this item will pay for the actual number of equipment moves. Shall any equipment be left or stored on site, Plote Construction will not be paid for the remobilization of that equipment.

- 6) **(New) Item No. 148, "Combined Concrete Curb & Gutter—String Line, 1 EACH (New Item).** Due to the Utility Delay and Extension of Time discussed in Item #4, and due to desire of the Village of Carol Stream to keep construction progressing, the project will be divided into two different segments. Thus, the installation of the string line for combined concrete curb and gutter construction operations of the project will take place at two separate times and extra labor will be required as a result of not performing this task in one efficient operation. As a result, a new unit item, Item No. 148, will be created. This new item will have a total quantity of 1 EACH at a Unit Price of \$825.27 per EACH. This will result in an increase of \$825.27 (1 EACH x \$825.27) to the Contract.
  
- 7) **(New) Item No. 149, "Combined Concrete Curb & Gutter Installation—Extra Time, 1 EACH (New Item).** Due to the Utility Delay and Extension of Time discussed in Item #4, and due to desire of the Village of Carol Stream to keep construction progressing, the project will be divided into two different segments. Thus, the installation of the combined concrete curb and gutter on the project will take place at two separate times and extra labor will be required as a result of not performing this task in one efficient operation. As a result, a new unit item, Item No. 149, will be created. This new item will have a total quantity of 1 EACH at a Unit Price of \$4576.92 per EACH. This will result in an increase of \$4576.92 (1 EACH x \$4576.92) to the Contract.

With this correspondence, we hereby approve your proposal for these individual items and we approve their corresponding additions and deductions to the Contract. Pending Board approval from the Village of Carol Stream, the Schedule of Prices in the Contract will be amended as follows:

**Additions:**

- 1) **The updated item for an additional amount of 720 Sq. Ft. of concrete sidewalk (and concrete sidewalk curb ramp) along Fair Oaks Road will be shown in the Schedule of Prices as follows:**

<u>Item No.</u>	<u>Item</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
33	Portland Cement Concrete Sidewalk, 5 inch	SQ FT.	1,097.00	\$4.50	\$4,936.50

- 2) The new item for the installation of 150.0 Sq. Ft. of Detectable Warnings will be shown in the Schedule of Prices as follows:

<u>Item No.</u>	<u>Item</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
146	Detectable Warnings	SQ FT.	150.00	\$16.50	\$2,475.00

- 3) The updated item for an additional amount of 30 EACH Precast Reinforced Concrete Flared End Sections, 12" will be shown in the Schedule of Prices as follows:

<u>Item No.</u>	<u>Item</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
45	Precast Reinforced Concrete Flared End Sections, 12"	EACH	46.00	\$700.00	\$32,200.00

- 4) The new item for the remobilization of 6 EACH Low Boy Moves will be shown in the Schedule of Prices as follows:

<u>Item No.</u>	<u>Item</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
147	Low Boy Moves—Curb Machine and Paving Equipment, 3 pieces	EACH	6.00	\$368.04	\$2208.24

- 5) The new item for the installation of 1 EACH Curb and Gutter String Line will be shown in the Schedule of Prices as follows:

<u>Item No.</u>	<u>Item</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
148	Combined Concrete Curb & Gutter—String Line	EACH	1.00	\$825.27	\$825.27

- 6) The new item for the extra time for the installation of 1 EACH Combined Concrete Curb and Gutter will be shown in the Schedule of Prices as follows:

<u>Item No.</u>	<u>Item</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
149	Combined Concrete Curb & Gutter Installation—Extra Time	EACH	1.00	\$4576.92	\$4576.92

**Credit:**

The credit given for the elimination of 6 ft. of pipe at both the inflow and outflow of the Special Catch Basins (Restrictor Structures) located in the ditch line is as follows:

<u>Item No.</u>	<u>Item</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
42	Storm Sewers, Type 2, Reinforced Concrete Culvert, Storm Drain and Sewer Pipe, Class III, 12"	FOOT	(161.00)	(\$35.00)	(\$5,635.00)

Thus, the updated item in the Schedule of Prices will be as follows:

<u>Item No.</u>	<u>Item</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
42	Storm Sewers, Type 2, Reinforced Concrete Culvert, Storm Drain and Sewer Pipe, Class III, 12"	FOOT	0.00	\$35.00	\$0.00

It is noted that these proposed changes will result in total cost additions of \$34,325.43 and cost credits of (\$5635.00) to the project. These changes will result in a net cost addition of **\$28,690.43**.

Also, please note that these changes will not officially be incorporated into the Contract until they have received approval from the Village Board of the Village of Carol Stream.

Feel free to contact me if you should have any questions or problems.

Sincerely,



Kevin C. Fuhr, P.E.  
Resident Engineer  
Earth Tech

CC: File: 95443  
Mr. William Cleveland, Village of Carol Stream  
Mr. Jim Knudsen, Village of Carol Stream  
Mr. Preston Keefe, Earth Tech

G-4 11-6-06

*Village of Carol Stream*  
Interdepartmental Memo

TO: Joseph Breinig, Village Manager  
FROM: William N. Cleveland, Assistant Village Engineer *WNC*  
DATE: November 2, 2006  
RE: Lies Road Streetlights -  
Recapture Payment to Town & Country Homes

The decorative street lighting installed along Lies Road between Gary Avenue and Idaho Street is operational and ready for acceptance by the Village. This project was considered in the First Amendment to the Hartsing Farm Annexation Agreement, where the Village agreed to expend up to \$120,000 on various improvements.

Town and Country has provided as built, waivers of lien and a bill of sale for the streetlights, along with a one-year guarantee from Elmund and Nelson, their lighting subcontractor. Due to the unique character of these poles and luminaries, Elmund and Nelson has also provided the Village with a spare, in case one gets knocked down by an accident.

The total amount due to Town and Country Homes is \$117,918.00. (See attached letter and cost breakdown). This includes the lighting on the south side of the road, the north side west of Town and Country's development, and the difference in cost between standard and ornamental lighting along their property.

Engineering staff therefore recommends that the Village reimburse Town and Country Homes for the Lies Road Decorative Street Lighting in the amount of \$117,918.00

Attachments

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



November 1, 2006

Mr. Bill Cleveland, Assistant Engineer  
Village of Carol Stream  
500 North Gary Avenue  
Carol Stream, Il. 60188

***RE: Lies Road Street Light Improvements***

Dear James,

Town & Country Homes has completed the installation of the street lights along Lies Road a few months ago. These street lights are all functioning well to the best of our knowledge.

We would like this correspondence to serve as our formal request for the recapture amount of \$117,918.00 to be paid from the Village of Carol Stream to Town & Country Homes. The original agreement was for 16 poles to be installed. The Village of Carol Stream had reduced the installation quantity by one. Currently the 16<sup>th</sup> pole is in the storage yard of Elmund & Nelson and is waiting to be delivered to the Village of Carol Stream.

If you should have any questions please don't hesitate to call.

---

Sincerely,  
Town & Country Homes

*James S. Zwijsack*  
James S. Zwijsack  
Engineering Project Manager

cc: John McFarland, Town & Country Homes

attach

[www.townandcountryhomes.com](http://www.townandcountryhomes.com)

1806 S. HIGHLAND AVE. LOMBARD, IL 60148 T 630.953.2222



Fountains of Carol Stream		LIES ROAD STREET LIGHTING IMPROVEMENTS					
ITEM	DESCRIPTION	EST. QTY.	UNIT	Lighting Contractor		Village of Carol Stream Costs	
				Elmund & Nelson			
				UNIT PRICE	EXTENSION		
<b>Lies Road - Lighting</b>							
1.	Luminaire - Holophane Memphis Series Fixture Pole - Fluted w/Boston 6' armand Columbia Base w/midmount arm fixture	16	EA	6,200.00	99,200.00	11	68,200.00
2.	w/ Concrete Base 24" x 8' w/Rebar	16	EA	800.00	12,800.00	11	8,800.00
3.	Light Pole, Fixture, & Base Upgrade difference <sup>2</sup>	5	EA	3,605.00		5	18,025.00
4.	Trench & Backfill, 3-conductor #6 UF Cable w/Ground, Underground wiring complete	4,950	LF*	\$4.00 @ 3960 ft.	15,840.00	\$4.00 @ 3000 ft.	12,000.00
5.	Lighting Controller (Location to be determined)	1	EA	4,100.00	4,100.00	67%	2,747.00
6.	Feed for controller (Location of Com Ed source unknown)	20	LF*	12.00	240.00	67%	160.00
7.	3" HW Pipe pushed under road & driveways <sup>3</sup> (Lies, Bowie, Fountain Drive, & Park District Drive)	490	LF*	\$23.00 @ 490 ft.	11,270.00	\$23.00 @ 382 ft.	8,786.00
8.	Pipe push increase from 2" to 3" (per Carol Stream \$7/ft.)					\$7.00 @ TBD ft.	T.B.D.
						The Village of Carol Stream will provide their own contractor and supplier for Fountains and Fountain Lighting displays.	
						<b>TOTALS:</b>	<b>\$118,718.00</b>
<p><b>Note:</b></p> <p>* Removal of existing poles, bases, &amp; fixtures is not included. If necessary this issue shall be between Elmund &amp; Nelson &amp; Carol Stream</p> <p>* If needed 1 1/4" cable duct w/3#6 use XLP &amp; 1 #8 bare ground add \$1.00/ft to trenching unit price above</p> <p>* Trench &amp; Backfill &amp; Pipe Quantities are approximate. Only actual quantity installed shall be billed at unit price above</p> <p><sup>2</sup> Existing Light fixture cost \$2,846, Revised cost \$6200, Existing Base cost \$150.00 Revised cost \$800</p> <p><sup>3</sup> If existing in-place conduit sleeves are to be used they must be located and approved by the Village of Carol Stream. Unit price cost savings shall be recognized accordingly.</p>						<p>1-BASE LESS</p> <p>← 800 →</p> <p><b>#117,918.</b></p>	

TOTAL P.03

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

**AN ORDINANCE AMENDING CHAPTER 8, ARTICLE 6 OF THE  
CAROL STREAM TRAFFIC CODE - PARKING SCHEDULES  
(PARKING RESTRICTIONS ALONG ELK TRAIL)**

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, that Chapter 8, Article 6, Schedule I of the Traffic Code, as  
amended, be further amended as follows:

SECTION 1: That Chapter 8, Article 6: Parking Schedules, Schedule I - (Parking  
Prohibited, Signs Required) of the Traffic Code be amended by adding the following:

<u>Street</u>	<u>Location</u>
Elk Trail	South side from Gary Avenue to <del>150' west of Bluff Street</del> to the west property line of 160 Bluff Street.

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

PASSED AND APPROVED THIS 6<sup>TH</sup> DAY OF NOVEMBER 2006.

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
Thomas Shanahan, Mayor Pro-Tem

ATTEST:

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

*Village of Carol Stream*  
Interdepartmental Memo

TO: Joseph Breinig, Village Manager  
FROM: William N. Cleveland, Assistant Village Engineer *WC*  
DATE: October 31, 2006  
RE: Parking Restrictions on Elk Trail  
(160 Elk Trail Park District Preschool)

In December of 2002, parking restrictions were changed on Elk Trail to include the south side from Gary to Bluff Street. This was due to center turn lanes added on Elk between Gary and Bluff. Parking has been prohibited on the north side since the 1980's.

As part of the approval of Carol Stream Park District's preschool application at 160 Elk Trail, it was recommended that the parking prohibition be extended to the west property line. This was to avoid drop off problems on Elk Trail and sight distance problems for drivers exiting the driveway.


To address this issue, engineering staff recommends parking be prohibited on the south side of Elk Trail from Gary Avenue to the west property line of 160 Elk Trail. A code revision to Chapter 8 Traffic Code, Article 6 Parking Schedules, Schedule I "Parking Prohibited; Signs Required" is therefore recommended as follows:

<u>Street</u>	<u>Location</u>
Elk Trail	South side from Gary Avenue to 150' west of <del>Bluff Street</del> to the west property line of 160 Bluff Street.

The Park District has agreed to pay for the cost of these signs, so Public Works will need to keep a record of time and materials to provide an invoice.

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

*Village of Carol Stream* I-1 11-6-06  
**INTER-DEPARTMENTAL MEMO**

**TO:** Mayor & Trustees  
**FROM:** Joseph E. Breinig, Village Manager,   
**DATE:** October 31, 2006  
**RE:** Community Development Commission

The Village is a member of the DuPage Community Development Commission (CDC). The CDC was established in 1975 as a cooperative effort of municipalities and the County Board. The CDC advises the County Board on the following programs:

- Community Development Block Grant (CDBG)
- Home Investment Partnerships Program (HOME)
- Emergency Shelter Grant (ESG)
- American Dream Downpayment Initiative (ADDI)
- Human Services Grant Fund (HSGF)

Additional information on the CDC can be found at [www.co.dupage.il.us/cdc/](http://www.co.dupage.il.us/cdc/). Trustee Fenner is currently the Village's representative to the CDC and serves on its Executive committee and Home Advisory Group.

The Intergovernmental Agreement for membership has been revised and recommended for adoption. The agreement was last revised in 1977. To remain a member of the CDC and remain eligible for funding the Village needs to adopt the revised Agreement. Staff recommends adoption of the revised Agreement.

Attachment

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

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT FOR HOUSING AND COMMUNITY DEVELOPMENT BETWEEN THE COUNTY OF DUPAGE AND THE VILLAGE OF CAROL STREAM.**

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

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

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

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

PASSED AND APPROVED THIS 6<sup>TH</sup> DAY OF NOVEMBER 2006.

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
Thomas Shanahan, Mayor Pro-Tem

ATTEST:

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

**INTERGOVERNMENTAL AGREEMENT FOR HOUSING AND COMMUNITY  
DEVELOPMENT BETWEEN THE COUNTY OF DUPAGE AND THE  
VILLAGE OF CAROL STREAM**

Revised, September 26, 2006

THIS AGREEMENT (the "Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between the County of DuPage, an Illinois unit of local government (the "COUNTY"), and the Village of Carol Stream, an Illinois unit of local government (the "MUNICIPALITY"). The COUNTY and MUNICIPALITY are hereinafter sometimes individually referred to as a "PARTY" and collectively referred to as the "PARTIES."

RECITALS

WHEREAS, the COUNTY and the MUNICIPALITY have determined the following:

1. That there exists in the incorporated and unincorporated areas of DuPage County the need for various public programs and improvements for the purpose of developing viable communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income;
2. That the aforesaid public programs and improvements can be accomplished by participation in the program established by the Housing and Community Development Act of 1974, 42 U.S.C. § 5301 *et seq.* (P.L. 93-383)(herein, the "ACT"), and in effectuation of the purposes thereof; and
3. That joint action by the participating municipalities of DuPage County and the COUNTY is the most effective way to accomplish the purposes of the ACT; and

WHEREAS, units of local government have had conferred upon them the following powers by Article VII, Section 10 of the Constitution of Illinois:

"(a) Units of local government and school districts may contract or otherwise associate themselves, with the State, with other states and their units of local government and school districts, and with the United States to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law or by ordinance. Units of local government and school districts may contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance. Participating units

of government may use their credit, revenues, and other resources to pay costs and to service debt to intergovernmental activities.”

Ill Const. Art. VII, § 10; and,

WHEREAS, Sections 3 and 5 of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* provide as follows:

“Section 3. Intergovernmental cooperation. Any power or powers, privileges, functions or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred and enjoyed jointly with any other public agency of this State and jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States do not prohibit joint exercise or enjoyment and except where specifically and expressly prohibited by law. 5 ILCS 220/3.

Section 5. Intergovernmental contracts. Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be approved by the governing body of each party to the contract and except where specifically and expressly prohibited by law. Such contract shall set forth fully the purposes, powers, rights, objectives, and responsibilities of the contracting parties.” 5 ILCS 220/5; and

WHEREAS, the parties to this Agreement have had conferred upon them the exercise of powers authorized in Chapter 65 of the Illinois Compiled Statutes (known as the “Illinois Municipal Code”) and Chapter 55 of the Illinois Compiled Statutes (known as the “Illinois Counties Code”); and

WHEREAS, the parties hereto have authorized, by resolution, the execution of this Agreement, as an exercise of their respective home rule or other governmental authority, and as an exercise of their intergovernmental cooperation authority under the Constitution and other law of Illinois; and their purposes, powers, rights, objectives, and responsibilities hereunder are fully set forth herein;

NOW, THEREFORE, upon the consideration of the mutual promises and covenants contained herein and directly incorporating the recitals hereinabove set forth, it is hereby agreed between and among the parties hereto, as follows.

## ARTICLE 1: DEFINITIONS

For purposes of this Agreement, the terms used herein will have the meanings as defined in this Article.

- A. "CDC" shall mean the DuPage Community Development Commission, being a public agency composed of the PARTIES to this Agreement and established in 1975 as a cooperative effort between DuPage County municipalities and the DuPage County Board for the purpose of fostering community development within the County in accordance with the ACT.
- B. "Representative" means a duly authorized appointee to the CDC.

## ARTICLE 2: BASIS, PURPOSE AND INTENT

The PARTIES hereto, by their respective governing bodies, have investigated the provisions of the ACT and hereby find and declare:

- A. That the recitals set forth above show that joint action by the MUNICIPALITY and COUNTY is the most effective way to accomplish the purposes of the ACT; and
- B. That it is the purpose and intent of the PARTIES hereto to establish by Intergovernmental Agreement, the MUNICIPALITY's membership and representation on the CDC through which the MUNICIPALITY, the COUNTY, and other members of the CDC may act in concert, and in accordance with the bylaws of the CDC, to ascertain facts, prepare plans and programs, coordinate activities, set priorities for funding, direct the disbursement of funds, and undertake such other activities as are necessary or appropriate to accomplish the purposes of the ACT.

## ARTICLE 3: CDC MEMBERSHIP AND OFFICERS

- A. Upon the approval and execution of this Agreement by the MUNICIPALITY and the COUNTY, the MUNICIPALITY shall be a member of the CDC.
- B. The MUNICIPALITY, at the time of its addition to the CDC, shall be authorized to appoint its Representative to the CDC in accordance with the bylaws of the CDC, and the manner of such appointments by the MUNICIPALITY shall be in accordance with the rules of the MUNICIPALITY governing such appointments.



- C. The COUNTY shall be authorized to appoint such number of representatives to the CDC in accordance with the bylaws of the CDC, and the manner of such appointments by the COUNTY shall be in accordance with the rules of the COUNTY governing such appointments.
- D. Each Representative shall have one vote on the commission.
- E. The PARTIES to this Agreement acknowledge that the CDC has established an Executive Committee, elected by, and from among the CDC member Representatives, in accordance with the CDC bylaws, to oversee and conduct the business and operation of the CDC, and the organization and operation of the Executive Committee shall continue in accordance with the established bylaws of the CDC.

#### ARTICLE 4: POWERS AND DUTIES OF THE CDC

- A. The CDC shall utilize and direct, and the COUNTY hereby agrees to provide, the necessary technical services of the staff of the COUNTY. The COUNTY may subcontract for technical services as necessary to support the operation of the CDC. All such technical services to be provided to the CDC shall be fully and exclusively reimbursed from funds received under the provisions of the ACT.
- B. It shall be the CDC's responsibility to:
  - 1. Recommend to the COUNTY for submission to the U.S. Department of Housing and Urban Development all documents and documentation requisite to the application for, receipt of, expenditure of, and accounting for funds under the provisions of the ACT, and in effectuation of the purposes of the ACT;
  - 2. Carry out studies and investigations to determine how all funds awarded pursuant to the ACT may best be spent;
  - 3. Identify and coordinate needed public improvements and other programs and activities eligible under the ACT;
  - 4. Establish the priority for funding such improvements, and other programs and activities.
  - 5. Approve cost estimates for such improvements, and other programs and activities; and

6. Approve the expenditure of funds to carry out such improvements, and other programs and activities.
- C. The COUNTY agrees to be the receiver and repository of funds, which may be provided by the U.S. Department of Housing and Urban Development under the terms of the ACT. The COUNTY further agrees to maintain a special account with its Treasurer for the deposit of any and all funds awarded pursuant to the ACT, and to expend such funds, including interest earned, upon the duly authorized and approved action of the CDC.

#### ARTICLE 5: DURATION OF AGREEMENT

- A. The Agreement shall continue in operation for five (5) years from the date of this Agreement or until all funds which may be received from the U.S. Department of Housing and Urban Development have been expended, returned, or otherwise accounted for to the satisfaction of the said Department, whichever is longer.
- B. Either PARTY may terminate its participation in this Agreement at any time after a period of one (1) year after the date of the Agreement by providing sixty (60) days' prior written notice to the other PARTY.

#### ARTICLE 6: DISSOLUTION OF AGREEMENT

This Agreement shall be dissolved, subject to requirements for fund accountability set forth in Article 5 and the provisions of the ACT, if action to rescind this Agreement is taken by the governing body or bodies of the members of the CDC that reduces the population represented on the CDC to less than two hundred thousand (200,000) persons, or if the DuPage County Board rescinds this Agreement. The most current data available from the U.S. Bureau of the Census shall be used to determine the population represented by each member of the CDC. The population of the COUNTY shall be, for the purpose of this section, the population of the unincorporated areas of DuPage County.

#### ARTICLE 7: AMENDMENT

This Agreement may be amended by Resolution of the CDC enacted by a two-thirds (2/3) vote of the CDC at any regular or special meeting thereof, providing that notice of any such proposed amendment has been mailed by the CDC to all Representatives at least ten (10) days prior to the date of the meeting at which such proposed action is to be taken.

Said approved amendment shall become effective only after it has been passed and approved by all governing bodies of the members of the CDC.

ARTICLE 8: SEVERABILITY

If any provision of this Agreement is invalid for any reason, such invalidation shall not affect other provisions of this Agreement that can be given effect without the invalid provision; and to this end, the provisions of this Agreement are to be severable.

IN WITNESS WHEREOF, the undersigned PARTIES have caused this Agreement to be executed on the dates indicated below by their duly designated officials, pursuant to the proper resolution of their respective governing bodies. The effective date of this Agreement shall be the date the COUNTY executes this Agreement and shall also be the date first written above.

**VILLAGE OF CAROL STREAM**

BY: \_\_\_\_\_  
Mayor Pro-Tem

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Janice Koester  
Village Clerk

**COUNTY OF DUPAGE**

BY: \_\_\_\_\_  
County Board Chairman

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
County Clerk

J-1 11-6-06

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

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

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

**DATE:** November 2, 2006

**RE:** **Agenda Item for the Village Board Meeting of November 6, 2006 - Request for Approval of a Pool Cover to Meet Swimming Pool Barrier requirements**

---

**PURPOSE**

The purpose of this memorandum is to convey a request from Estee and Wayne Jimerson, of 1185 Parkview Court, for Village Board approval of a swimming pool cover in addition to a wooden fence to meet the swimming pool enclosure requirements of the Fence Code.

**DISCUSSION**

On July 26, 2006, a building permit was issued for construction of an in-ground swimming pool at 1185 Parkview Court. The code requirements for such an installation include a fence of a minimum height of four feet with a self-closing, self-latching gate. The approved permit plans call for a "4' high wooden fence...with self closing, self latching gates by owner." Upon final inspection on October 16<sup>th</sup>, it was noted that the fence as installed is a scalloped-style fence of varying height, with the lower portions of the fence sections being less than four feet, and so the inspection failed.

§16-12-9-G-1 of the Fence Code reads as follows (italics added):

"Swimming pools. All swimming pools shall be completely enclosed by a fence surrounding either the rear yard or the immediate pool area, sufficient to make such body of water inaccessible to small children. Such enclosure, including gates therein, must be not less than four feet above the underlying ground. All gates must be self-latching with latches placed four feet above the underlying ground or otherwise made inaccessible from the outside to small children. ***A natural barrier, hedge, pool cover or other protective device approved by the Village Board may be used so long as the degree of protection afforded by the substituted devices or structures is not less than the protection***

***afforded by the enclosure, gate and latch described herein.*** Where an aboveground pool is equipped with a self-contained fence around the entire top of the pool area and the top of this fence is four feet or more in height above grade, the intent of this section shall be met. Access to such pool shall be made by a removable, raisable or retractable ladder.”

Mr. And Mrs. Jimerson have proposed the use of a pool cover to augment the wooden fence and thus meet the requirements of the code. The proposed pool cover is a solid vinyl safety cover with mesh drain and safety straps, as shown on the attached information sheet. The Chief Code Enforcement officer has reviewed the proposed pool cover and recommends approval.

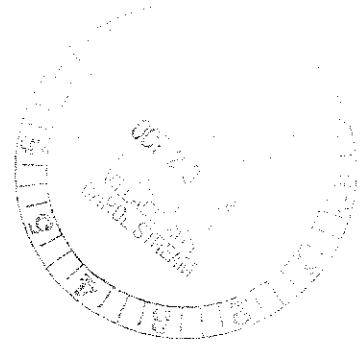
### **RECOMMENDATION**

Staff recommends approval of the request. If the Village Board concurs, they may approve by motion the use of a solid vinyl pool cover to augment the wooden fence and thus meet the safety barrier requirements of the Village Code for the pool at 1185 Parkview Court.

RJG:bg

u:\misc village board correspondence\1185 parkview swimming pool.doc

October 18, 2006



Carol Stream Village Board  
500 North Gary Ave.  
Carol Stream, IL 60188

Re: Permits for patio, fence & pool: #20066-1290, #200621-1291, #20065-1292  
Jimerson, 1185 Parkview Court

To Whom It May Concern:

At the final inspection for the above construction, I was informed by Campton Robbins that the fence we had installed was, in places, less than four feet high. The fence is a four-foot scallop-type fence, so while the posts are slightly over four feet, the center dips down to slightly under four feet. Therefore, as is, the fence fails the "approved barrier requirement".

However, we have ordered a custom pool cover which I believe may satisfy the approved barrier requirement. The pool cover is a Rayner Solid Vinyl Safety Cover, with mesh drain, which has additional 3x3 safety straps (please see enclosed brochure) crossing over the top. This cover is safe enough for people to walk over.

Therefore, I am requesting that the use of this pool cover be deemed acceptable as a means for a barrier, and that it satisfy the approved barrier requirement.

Please let me know if you have any questions and I thank you for your attention to this matter.

Sincerely,

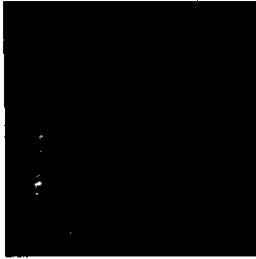
Estee Jimerson  
1185 Parkview Court  
Carol Stream, IL 60188  
630-837-2490

# What type of cover best suits my needs?

## Safety Mesh

Our **safety mesh cover** is the best choice if your main concern is for **safety**. Because mesh allows all water to drain through, it is **absolutely maintenance free**.

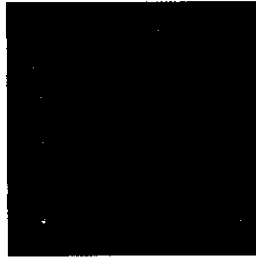
Simply put it on the pool and forget about it until spring. Our mesh is 100% polypropylene. It's lightweight yet strong with a bursting strength of 350 lbs. per square inch.



## Vinyl

Our **solid vinyl cover** is the best choice if your main concern is having a **clean pool** when you open it in the spring. With the right water treatment, your pool can be virtually crystal clear. There are a few safety concerns to be aware of.

Because the cover is solid, water will collect on top and *must* be pumped off. Water on the cover poses a drowning risk!



## The benefits of both.

Want the **benefits of a vinyl cover**, but **don't want to pump** all the water off? Then a **vinyl cover with a mesh drain panel** is the right choice for you. Maintenance will be cut dramatically. Most, if not all, water will drain off your cover

through the mesh drain panel. If you do still have a bit of water on the cover, you will have to pump it off.



# Get to know us and what we stand for.

## We Care About the U.S. Economy!

All Rayner pool covers are made with 100% U.S. components.

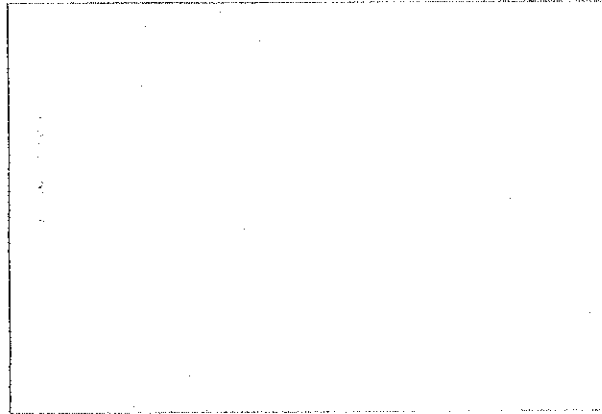
## We Care About Quality!

All our employees are chosen for their expertise and their eye for detail. You won't find loose threads hanging or poor stitching on any Rayner pool covers.

Each cover is inspected for accuracy and quality before it leaves our facility.

## We've got you covered.

Your Local Rayner Supplier



# Rayner

Rayner Covering Systems, Inc.

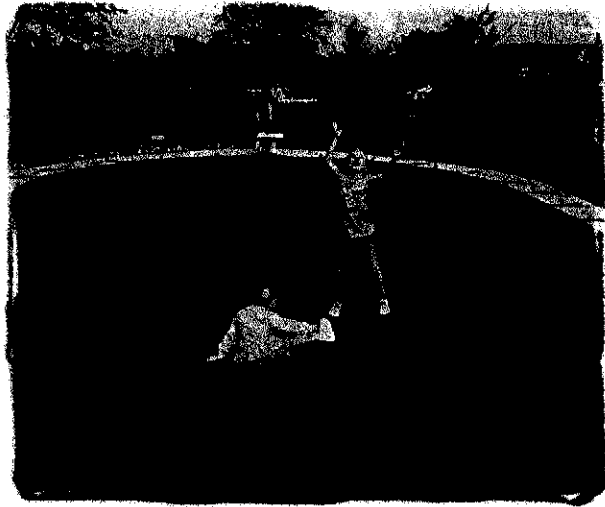
# Look to Rayner



# for Safety

# Why should I buy a Rayner cover?

Top quality at a reasonable price makes Rayner the preferred choice of pool owners.



Our pool covers are **individually designed using computer technology** and **handsewn** to fit your pool perfectly.

Rayner Covers are **made with only the best safety mesh & vinyl materials** for a strong, durable and safe pool cover. For extra strength, **we fully web both the top and bottom** of our covers with polypropylene nylon webbing. We stand behind our product with a **ten year warranty**.

Our covers are secured to the deck surface with **rustproof brass anchors** which are recessed in the decking. The cover is held taut on the pool with **stainless steel tension springs**.

**Leaves and debris will be kept out of your pool**, making an easy reopening in the spring.

Whichever Rayner cover you choose, you can have **peace of mind knowing that your pool is child-protected**.

## Cover Specifications

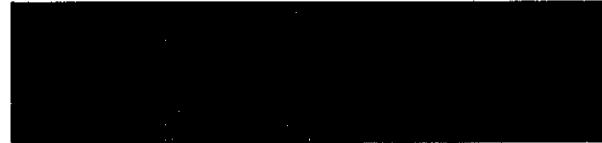
Our covers are available in the following colors — your choice, no extra charges!

### Safety Mesh



Green      Blue      Chocolate      Black

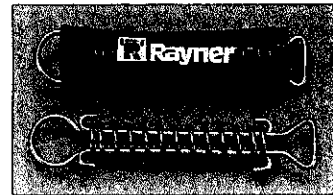
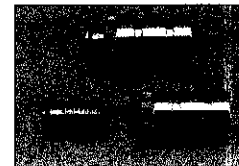
### Vinyl



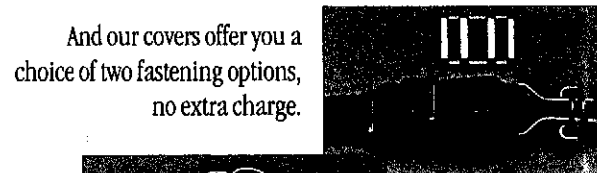
Green      Gray      Blue      Chocolate

## Our quality hardware is built to last.

Our Brass Anchors are rustproof. When not in use, they recess flush with the deck.



Our Stainless Steel Springs come with vinyl spring covers to protect the deck surface.



And our covers offer you a choice of two fastening options, no extra charge.



Buckles

D Rings

## Rayner covers save lives.

In the instance below, it was just a cow. We heard about it because it was a bizarre story. Think about how many calls we don't get, life-saving stories we haven't heard about: precious children or beloved pets heading for the pool and safely passing over it, not falling in. Protect those you love with a Rayner pool cover.

**"Rayner's Safety Cover saved my 1200 pound steer from drowning by supporting the calf."**

— Mr. Clarence Janecek (pool owner)



A photo recreation of the scene as Mr. Janecek saw it. The calf's hooves cut the mesh, but the calf was supported by the cover's webbing.

**"If Rayner pool covers are strong enough to hold this 1200 pound calf, imagine how safe you and your children will be... plus you'll have a pool free of leaves and debris!"**

— Richard W. Rayner, Jr.

(owner of Rayner Covering Systems, Inc.)



*Village of Carol Stream*  
Interdepartmental Memo

**DATE:** November 1, 2006  
**TO:** Robert J. Glees, Community Development Director  
**FROM:** Raymond D. Milroy, Chief Code Enforcement Officer *RM*  
**RE:** 1185 Parkview Court Swimming Pool Cover.

A final inspection was scheduled for the swimming pool on Monday October 16, 2006 at 3:00 PM for Campton Robbins. The swimming pool failed the final for barrier requirements. Subsequently Campton gave the owner the code requirement for swimming pools for barrier requirements. On October 23, 2006 we received a letter and brochure for a swimming pool cover to be evaluated for compliance to our ordinances from Mr. Jimerson.

I have evaluated the submittal for compliance to our swimming pool ordinance and I recommend that it be approved.

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
A & A CASH REGISTER SRV CASH REG -POLICE	169.95	OFFICE EQUIPMENT MAINTEN	01.466.226		06235		273 00015
ALLWAYS INC FULL EMAIL-NOV/06	10.95	DUES & SUBSCRIPTIONS	01.465.234		134939	001554	P 273 00069
AMER PLANNING ASSN REG-GLEES & SVALENKA	30.00	TRAINING	01.463.223		NOV 16,2006	000210	P 273 00072
AMERICAN ADMINISTRATIVE FLEX SPEND THUR OCT 06	200.10	EMPLOYEE SERVICES	01.459.273		10008		273 00049
ANCEL, GLINK, DIAMOND, BUSH LEGAL SRVS SEPT 2006	31,540.22	LEGAL FEES	01.457.238		OCT 9, 2006	001565	P 273 00017
B & F TECHNICAL CODE SER INSPEC'S OCT 2-OCT 15	600.00	CONSULTANT	01.464.253		24852	000204	P 273 00056
BASIC IRRIGATION SERVICE TWN CTR SPRINKLER SYSTM TWN CTR SPRINKLER SYSTM	345.00 360.00 705.00	PROPERTY MAINTENANCE PROPERTY MAINTENANCE *VENDOR TOTAL	01.467.272 01.467.272		10843 10844	002420 002420	P 273 00077 P 273 00078
BAXTER & WOODMAN INC TUBEWAY LIFT STN 8/19	9,798.15	CONSTRUCTION	04.410.480		0116141	002360	P 273 00059
CHICAGO SIGN ELECTRONIC SIGN-VLG HALL	22,849.00	OTHER EQUIPMENT	01.468.412		5066	001591	P 273 00023
CHRISTOPHER B BURKE ENGR 8/27-9/30 HARLM/IRV FOLI 8/27-9/30 FISCHER FRM SRV 8/27-9/30 FAIR OAKS	1,238.50 1,693.00 66.00 2,997.50	CONSULTANT CONSULTANT CONSULTANT *VENDOR TOTAL	01.462.253 01.462.253 01.462.253		63034 63035 63036	000273 000273 000273	P 273 00041 P 273 00040 P 273 00039

AGENDA ITEM  
 K-1 11-6-06

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
CITY COMMUNICATIONS INC STAND SRV CALL-FIRE ALRM	90.00	MAINTENANCE & REPAIR	04.420.244		26586		273 00065
CITY OF WEST CHICAGO VLG SHR-BOUNDRY AGR	340.00	LEGAL FEES	01.457.238		GCR0000065		273 00033
CLASSIC LANDSCAPE, LTD LATE SMR WEED CONTRL-NOR	1,220.00	PROPERTY MAINTENANCE	01.467.272		34519	001532 P	273 00058
LATE SUMR WEED CONTRL	125.00	MAINTENANCE & REPAIR	01.468.244		34520	001532 P	273 00047
	1,345.00	*VENDOR TOTAL					
COMMONWEALTH EDISON CO SRV 9/18- 10/17	79.29	ELECTRICITY	06.432.248		0030086009		272 00006
SRV FOR 9/18- 10/17	504.17	ELECTRICITY	04.410.248		0793651000		273 00035
SRV FOR 9/18- 10/17	4,342.00	ELECTRICITY	04.420.248		0793651000		273 00036
SRV 9/18- 10/17	109.90	ELECTRICITY	01.467.248		0803155026		272 00008
SRV 9/18- 10/17	93.19	ELECTRICITY	06.432.248		1353117013		272 00007
SRV 9/18- 10/17	110.72	ELECTRICITY	01.467.248		1865134015		272 00011
SRV FOR 9/18- 10/17	97.23	ELECTRICITY	06.432.248		3153036011		273 00037
SRV 9/18- 10/17	114.24	ELECTRICITY	01.467.248		4483019016		272 00010
SRV FOR 9/19- 10/18	2,932.24	ELECTRICITY	06.432.248		4863004008		273 00038
SRV FROM 9/20 - 10/20	13.40	ELECTRICITY	01.467.248		5838596003		273 00051
SRV FOR 9/15-10/16	86.70	ELECTRICITY	01.467.248		6337409002		273 00003
SRV 9/18- 10/17	102.04	ELECTRICITY	06.432.248		6597112015		272 00009
SRV FOR 9/18-10/18	108.91	ELECTRICITY	01.468.248		6675448009		273 00046
SRV FOR 9/25 - 10/24	147.17	ELECTRICITY	06.432.248		7139030002		273 00054
	8,841.20	*VENDOR TOTAL					
COUNTY COURT REPORTERS I PUBLIC HR OCT 9TH	125.00	COURT RECORDER FEES	01.453.241		090446		273 00001
CREATIVE FORMS & CONCEPT ENVELOPES-CITATIONS	404.85	OPERATING SUPPLIES	01.461.317		105329		273 00020

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
CUSTOM SERVICE HEAT-COOL HEATER REPAIR-WELL #3	95.00	MAINTENANCE & REPAIR	04.420.244		10/25/06		273 00063
DR KEVIN STEIN POETRY READING	1,000.00	MISC EVENTS/ACTIVITIES	01.475.291		POET READING	001618 P	301 00001
DU-COMM QTRLY SHRS-NOV/06-JAN/07	130,976.00	GENERAL COMMUNICATIONS	01.466.245		13187	002536 P	273 00011
DU-KANE ASHPALT CO ASPHALT	345.63	MATERIALS	06.432.340		17260		273 00062
DUPAGE COUNTY DATA PROCESS-SEPT/POLICE	250.00	DATA PROCESSING	01.466.247		2687		273 00009
DUPAGE COUNTY ANIMAL CON ANIMAL CONTRL-SEPT/06	290.00	ANIMAL CONTROL	01.466.249		136-12801		273 00034
DUPAGE COUNTY COLLECTOR MAPLEWOOD PROP TAX	417.12	CONTINGENCY	01.465.499		01-23-405-047	001619 P	273 00079
DUPAGE COUNTY POLICE CHI 2007 ANNL DUES-T FORD	20.00	DUES & SUBSCRIPTIONS	01.466.234		2007 DUES		273 00005
DUPAGE COUNTY RECORDER RECORDING FEES-VLG CLRK	8.00	RECORDING FEES	01.458.233		200610190076	000438 P	273 00026
RECORDING FEES-VLG CLRK	90.00	RECORDING FEES	01.458.233		200610190212	000438 P	273 00027
	98.00	*VENDOR TOTAL					
DUPAGE COUNTY TREASURER PERMIT-STREET LIGHTS	100.00	OPERATING SUPPLIES	01.467.317		PERMIT-LIGHT		272 00004
DUPAGE MAYORS-MANAGERS C DINNER MTG-OCT 18	35.00	MEETINGS	01.460.222		4620		273 00068

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID LINE
DUPAGE TOPSOIL INC DIRT	28.00	OPERATING SUPPLIES	01.467.317		023342			273 00004
DUPG CO CHIEFS OF POLICE RNWL DUES-WILLING/OAKLND	80.00	DUES & SUBSCRIPTIONS	01.466.234		WILLING/OAKLND			273 00052
FEDEX								
INV SUMMARY OCT 11	80.58	POSTAGE	01.465.229		8-460-52030	001545	P	273 00012
INV SUMM OCT 18	163.11	POSTAGE	01.465.229		8-473-71779	001545	P	273 00013
INV SUMMARY OCT 25	114.95	POSTAGE	01.465.229		8-486-85497	001545	P	273 00057
	358.64	*VENDOR TOTAL						
G F O A								
MEMB RENWL-STAN, DAWN	290.00	DUES & SUBSCRIPTIONS	01.461.234		0023001			273 00016
I P E L R A								
REG-11/30-C MAURER	25.00	TRAINING	01.459.223		ICMA TAX STATU			273 00053
ITRON INC								
HRDWR/SFTWR 11/06-1/07	517.24	UTILITY BILL PROCESSING	04.420.221		316218 2A	000450	P	273 00018
HRDWR/SFTWR 11/06-1/07	517.25	UTILITY BILL PROCESSING	04.410.221		316218 2A	000450	P	273 00019
	1,034.49	*VENDOR TOTAL						
JAKE THE STRIPER								
AUTO MAINT REPR-#631	230.00	AUTO MAINTENANCE & REPAI	01.466.212		6816			273 00008
KANSAS STATE BANK								
VOICE LOGR MAINT-NOV	253.00	OFFICE EQUIPMENT MAINTEN	01.466.226		3338459	002528	P	273 00010
KNOLL INC								
INSTALL DESK	187.00	SMALL EQUIPMENT EXPENSE	01.465.350		2199717			273 00031
LASAK/MARTIN								
REIMB SIDEWALK REPLMNT	500.00	PROPERTY MAINTENANCE	01.467.272		SIDEWK RPLMNT	002422	P	273 00002

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM INVOICE	PO#	F/P ID LINE
MARTENS/RICHARD A PROF LEGAL SERV	3,728.74	LEGAL FEES	01.457.238	10/12/2006	002579	P 273 00032
MORONI & HANDLEY PTNSHP LEGL SERV THRU SEPT	2,175.00	LEGAL FEES-PROSECUTION	01.457.235	OCT 17, 2006	001553	P 273 00048
NORTHERN IL GAS CO SRV AUG 9- OCT 6	137.23	HEATING GAS	04.420.277	86-60-60-11178		272 00005
OMI (OPER MNTNC INTN'L WRC OPER-OCT/06 WRC OPER-NOV/06	116,433.75 116,433.75 232,867.50	OMI CONTRACT OMI CONTRACT *VENDOR TOTAL	04.410.262 04.410.262	37154 37168	002399 002399	P 273 00024 P 273 00025
ONESTI ENTERTAINMENT COR BAL OF SUMR FESTIVAL/06	14,919.92	SUMMER IN THE CENTER	01.475.287	5176	001617	P 273 00071
P F PETTIBONE & CO DOCUMENT PAPER-VLG CLRK	91.60	OFFICE SUPPLIES	01.458.314	11880		273 00055
PATRICK GROUP, INC/THE RECAPTURE FEES-JASON CT	28,107.80	CONSTRUCTION	04.420.480	AUG 24, 2006	462288	P 272 00003
PLOTE CONSTRUCTION INC 2006 FLEX PAVMNT PROJ FAIR OAKS RECONSTR 9/30 FAIR OAKS RECONSTR 9/30 FAIR OAKS RD PROJ 10/27 FAIR OAKS RD CONSTR10/27	21,278.95 96,993.26 9,699.33CR 513,225.15 51,322.51CR 570,475.52	RETAINAGE - PLOTE 2006 ROADWAY CAPITAL IMPROVEM RETAINAGE - PLOTE ROADWAY CAPITAL IMPROVEM RETAINAGE - PLOTE *VENDOR TOTAL	06.2633 11.474.486 11.2612 11.474.486 11.2612	60120.08 60380.01 60380.01 60380.02 60380.02	000270 000283 000283 000283 000283	P 273 00080 P 273 00028 P 273 00029 P 273 00073 P 273 00074
PTR REMOVAL OF TREE-EL PASO	975.00	TREE MAINTENANCE	01.467.268	00187-06		273 00061

Schedule of Bills

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
QUALITY CONCRETE LIFTING MUD JACKING	3,420.00	PROPERTY MAINTENANCE	01.467.272		10/11/06	002384	P 273 00007
S T S CONSULTANTS LTD							
RVWS-FULLERTON/CTR 9/9	816.75	CONSULTANT	01.462.253		N7690	000290	P 273 00043
RVWS-FULLERTON/CTR 9/9	714.50	CONSULTANT	01.462.253		N7691	000290	P 273 00042
RVWS-NORTHERN BLDR 10/7	685.00	CONSULTANT	01.462.253		N8927	000290	P 273 00045
RVWS-NORTHERN BLDR10/14	180.00	CONSULTANT	01.462.253		N9100	000290	P 273 00044
	2,396.25	*VENDOR TOTAL					
SABADOS/GORDON REIMB SDWLK RPLMNT	200.00	PROPERTY MAINTENANCE	01.467.272		SDWALK RPLMNT	002423	P 273 00014
SENTE RUBEL BOSMAN LEE A PROPERTY STORAGE PLAN	9,050.00	FACILITY CAPITAL IMPROVE	11.474.487		06141-2	002569	P 273 00060
SIKICH GARDNER & CO LLP AUDIT THRU SEPT 06	1,202.00	AUDIT FEES	01.452.237		82474	000446	P 273 00022
STREICHER/MATT REIMB-CONFR WISC 10/12	187.61	TRAINING	01.462.223		REIMB-CONFR		273 00006
TAUTGES / JOHN SAND	617.66	SAND	06.432.336		409		273 00075
HAUL DEBRI OUT	660.00	HAULING	01.467.265		416		273 00064
	1,277.66	*VENDOR TOTAL					
THOMAS/MINDI MEAL PR DIEM-TRNG WISC	96.00	TRAINING	01.466.223		11/30		273 00067
TOWN & COUNTRY HOMES LIES RD STREETLIGHTS	117,918.00	CONSTRUCTION	01.472.480		LIES RD LIGHTS		273 00076
TRANS UNION LLC INVESTIGATION FUND	133.76	INVESTIGATION FUND	01.466.330		07601280		272 00002

BRC/ISD FINANCIAL SYSTEM  
11/03/2006 09:34:22

Schedule of Bills

VILLAGE OF CAROL STREAM  
GL540R-V06.70 PAGE 7

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
UNITED EXPRESS SYSTEM IN EARTH TECH DELIVERY	76.11	ROADWAY CAPITAL IMPROVEM	11.474.486		4417-151		273 00050
VILLAGE OF CAROL STREAM- SRV FOR 9/07-10/03	479.77	HEATING GAS	01.468.277		900-0040		273 00070
WILLING/RICK IACP TRNG REIMB PER DIEM	250.71	TRAINING	01.466.223		10/13-19		273 00066
WILSON CONSULTING TELEPHONE CONSULT	220.00	MAINTENANCE & REPAIR	01.468.244		13073	001495 P	273 00021



BRC/ISD FINANCIAL SYSTEM  
11/03/2006 09:34:22

Schedule of Bills

VILLAGE OF CAROL STREAM  
GL540R-V06.70 PAGE 8

VENDOR NAME	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
DESCRIPTION									
REPORT TOTALS:	1,207,045.98								

RECORDS PRINTED - 000090

Schedule of Bills

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
01	GENERAL CORPORATE FUND	346,053.56
04	WATER & SEWER O/M FUND	276,976.34
06	MOTOR FUEL TAX FUND	25,693.40
11	CAPITAL IMPROVEMENT FUND	558,322.68
TOTAL ALL FUNDS		1,207,045.98

BANK RECAP:

BANK	NAME	DISBURSEMENTS
OBB	OAK BROOK BANK	1,207,045.98
TOTAL ALL BANKS		1,207,045.98

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

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

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

**Approved by:**

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

**Date:** 11/3/06

**Authorized by:**

\_\_\_\_\_  
Tom Shanahan – Mayor Pro-Tem

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

\_\_\_\_\_  
Anthony Manzzullo, Village Treasurer

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

# AGENDA ITEM

K-2 11-6-06

## ADDENDUM WARRANTS October 17, 2006 thru November 6, 2006

Fund	Check #	Vendor	Description	Amount
General	A C H	Oak Brook Bank	Payroll Oct 9, 2006 - Oct 22, 2006	420,416.82
Water & Sewer	A C H	Oak Brook Bank	Payroll Oct 9, 2006 - Oct 22, 2006	32,125.90
Water & Sewer	A C H	Oak Brook Bank	Dupage Water Commission -September, 2006	165,803.95
				<u>\$ 618,346.67</u>

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2006

By: \_\_\_\_\_  
Tom Shanahan - Mayor Pro-Tem

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

\_\_\_\_\_  
Anthony Manzzullo - Village Treasurer