

# Village of Carol Stream

## BOARD MEETING

### AGENDA

JUNE 7, 2010

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

**A. ROLL CALL AND PLEDGE OF ALLEGIANCE: Trustees Gieser & McCarthy absent.**

**B. MINUTES:** Approval of the Minutes of the May 17, 2010 Meeting.  
**Approved.**

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

1. Resolution No. 2475, Honoring John J. Marciniak Upon His Retirement from the Village of Carol Stream Police Department. **Resolution read and approved.**

2. Resolution No. 2476, Recognizing the 2010 IHSA Wheelchair Basketball Champion Windy City Warriors. **Resolution read and approved.**

3. Proclamation: Power of the Purple in Support of the 2010 Carol Stream "Relay for Life". **Proclamation read.**

4. Public Hearing: Annexation and Rezoning of the Property at 500 S. Schmale Road.

*Request from Ekatrina Sakolari and Bismarck Real Estate Partners to enter into an annexation agreement to annex property, to rezone the property upon annexation, and to approve special use permits for an auto service station and planned unit development in order to allow the construction of a Firestone Complete Auto Care facility.*

**Hearing opened and closed without comment.**

**D. SELECTION OF CONSENT AGENDA:**

***If you are here for an item which is added to the consent agenda and approved, the Village Board has acted favorably on your request.***

**SEE ITEMS IDENTIFIED BELOW (\*).**

**E. BOARD AND COMMISSION REPORTS:**

1. PLAN COMMISSION:

**F. OLD BUSINESS:**

# Village of Carol Stream

## BOARD MEETING

### AGENDA

JUNE 7, 2010

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

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

1. Policy Regarding Collection, Use and Communication of Individual's Social Security Numbers.  
*This is the Village's identity-protection policy that complies with Public Act 096-0874 specifying precautions and practices that must be taken by local government to protect the identity of individuals and specifically their social security numbers. Most of the provisions of this Act are effective July 1, 2010.*  
**Approved. Bob Mellor to schedule employee training.**
2. Awarding of the Parkway Tree Removal Contract to Ciosek Tree Service.  
*Staff recommends award of contract to Ciosek Tree Service for parkway tree work in an amount not to exceed \$35,000.*  
**Approved. Al Turner to provide contract and purchase order for Village Manager's signature.**
3. Purchase of New Truck for Water Division.  
*Purchase of an F250 Truck for the Water Division from Morrow Brothers Ford and the transfer of Utility Boxes to the truck through Sauber Manufacturing.*  
**Approved. Al Turner to provide contract and purchase order for Village Manager's signature.**
4. Fund Balance Reserve – Emerald Ash Borer (EAB)  
*Recommendation to reduce the Fund Balance Reserve for the Emerald Ash Borer problem by \$488,505.*  
**Approved. Stan Helgerson to process.**
5. Gundersen/West Street Reconstruction – Final Payment, Balance Change Order and Acceptance.  
*All punch list items have been completed, final waivers have been received; therefore, Engineering Staff recommends that the project be accepted for Village maintenance and final payment to A Lamp in the amount of \$20,947.99.*  
**Approved. Jim Knudsen to process for Village Manager's signature.**
6. Fullerton Avenue LAPP Project – Proportionate Share Payment to IDOT.  
*Engineering Services Staff recommends final payment for the Fullerton Avenue LAPP Project to the State of Illinois in the amount of \$134,784.20.*  
**Approved. Jim Knudsen to process for Village Manager's signature.**

# Village of Carol Stream

## BOARD MEETING

### AGENDA

JUNE 7, 2010

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

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

1. Ordinance No. **2010-06-28**, Authorizing the Execution of an Annexation Agreement (500 S. Schmale Road).  
*See item C-1. **Approved. Wynne Progar to obtain signatures, execute and record.***
2. Ordinance No. **2010-06-29**, Annexing Certain Property to the Village of Carol Stream, DuPage County, Illinois (500 S. Schmale Road).  
*See item C-1. **Approved. Wynne Progar to obtain signatures, execute and record.***
3. Ordinance No. **2010-06-30**, Zoning Newly Annexed Property Upon Annexation to the B-3 Service District (500 S. Schmale Road).  
*See item C-1. **Approved. Wynne Progar to obtain signatures, execute and record.***
4. Ordinance No. **2010-06-31**, Granting Special Use Permits for Auto Service Station and Planned Unit Development and Approving a Final PUD Plan (500 S. Schmale Road).  
*See item C-1. **Approved. Wynne Progar to obtain signatures, execute and record.***
5. Ordinance No. **2010-06-32**, Amending the Annual Budget for the Village of Carol Stream for the Year commencing May 1, 2010 and Ending April 30, 2011.  
*An ordinance amending the FY2010-11 Budget to include \$16,350 in revenues (donations) and expenditures related to the Summer in the Center concert series. **Approved. Wynne Progar to obtain signatures, execute and record.***
6. Ordinance No. **2010-06-33**, Providing for the Withdrawal of the Village of Carol Stream from the Northern Cable Television Agency (NORDCAT).  
*An ordinance proposing withdrawal from NORDCAT because of changes in federal and state law that have lessened the need for NORDCAT. **Approved. Wynne Progar to obtain signatures, execute and record.***

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

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

# Village of Carol Stream

## BOARD MEETING

### AGENDA

JUNE 7, 2010

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

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

1. Regular Bills: **Approved. Stan Helgerson to process.**
2. Addendum Warrant: **Approved. Stan Helgerson to process.**

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

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

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

1. Collective Negotiating Matters.

#### **N. ADJOURNMENT:**

**LAST ORDINANCE: 2010-05-27**

**LAST RESOLUTION: 2474**

**NEXT ORDINANCE: 2010-06-28**

**NEXT RESOLUTION: 2475**

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

**May 17, 2010**

Mayor Frank Saverino, Sr. called the Regular Meeting of the Board of Trustees to order at 8:00 p.m. and directed Village Clerk Beth Melody to call the roll.

Present: Mayor Saverino, Trustees Greg Schwarze, Matt McCarthy, Rick Gieser and Pam Fenner  
Absent: Trustees Tony Manzzullo and Don Weiss  
Also Present: Village Manager Joe Breinig, Assistant Village Manager Bob Mellor, Attorney Greg Matthews, Village Clerk Beth Melody & Deputy Village Clerk Wynne Progar

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

**MINUTES:**

Trustee Schwarze moved and Trustee McCarthy made the second to approve the Minutes of the Meeting of May 3, 2010 as presented. The results of the roll call vote were:

Ayes: 4 Trustees Schwarze, McCarthy, Gieser & Fenner  
Nays: 0  
Absent: 2 Trustees Manzzullo and Weiss

**AUDIENCE PARTICIPATION AND PUBLIC HEARINGS:**

Trustee Schwarze read Resolution 2472, A RESOLUTION COMMENDING FRED CERANEK UPON HIS RETIREMENT FROM THE VILLAGE OF CAROL STREAM DEPARTMENT OF ENGINEERING SERVICES.

Mayor Saverino read Resolution 2473, A RESOLUTION COMMENDING BILL WICK UPON HIS RETIREMENT FROM VILLAGE SERVICE.

Trustee Fenner moved and Trustee McCarthy made the second to adopt Resolution 2472 and 2473. The results of the roll call vote were:

Ayes: 4 Trustees Schwarze, McCarthy, Gieser & Fenner  
Nays: 0  
Absent: 2 Trustees Manzzullo and Weiss

**CONSENT AGENDA:**

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

Ayes: 4 Trustees Schwarze, McCarthy, Gieser & Fenner  
Nays: 0  
Absent: 2 Trustees Manzzullo and Weiss

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

Ayes:	4	Trustees Schwarze, McCarthy, Gieser & Fenner
Nays:	0	
Absent:	2	Trustees Manzullo and Weiss

1. Fourth of July Parade Donation
2. Budget Transfer – Pasquinelli's Central Park
3. Local Agency Amendment #1 for Federal Participation-Lies Road LAPP
4. Plan Review and Inspections for the Village of Carol Stream & DuPage County Storm Water Ordinance
5. Recommendation to approve a Design/Build with Baxter & Woodman Environmental Engineers to complete a Phase I Energy Efficiency Upgrade of the WRC Aeration Phase of Treatment
6. Ordinance 2010-05-27: Amend Annual Budget
7. Resolution 2474: Accepting a Grant of sidewalk easement: Pasquinelli
8. Request by Outreach Community Center – waiver of sound amplification fee
9. 2010 Funding Request from Senior Citizens Council
10. Regular Bills, Addendum Warrant of Bills
11. Received Treasurers' Report for month ending April 30, 2010

Trustee Schwarze moved and Trustee Gieser made the second to approve the items placed on the Consent Agenda for this meeting by Omnibus Vote. The results of the roll call vote were:

Ayes:	4	Trustees Schwarze, McCarthy, Gieser & Fenner
Nays:	0	
Absent:	2	Trustees Manzullo and Weiss

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

1. **Fourth of July Parade Donation:** The Board approved a donation of \$10,000 with \$3,724.48 being from resident donations on the water bill and the balance from the Town Center program of the General Fund.
2. **Budget Transfer – Pasquinelli's Central Park:** The Board approved a budget transfer in the amount of \$18,950.00 to complete the retention ponds in the Central Park development. Since this work was not included in the budget, the transfer requires Board approval.
3. **Local Agency Amendment #1 for Federal Participation-Lies Road LAPP:** The Board approved that the Local Agency Amendment # 1 for Federal Participation in the amount of \$620,470 (from \$809,000) approved for the Lies Road LAPP project and signed by the Mayor. This project is 100% through the American Recovery and reinvestment Act of 2009, therefore no local match is required from the Village.
4. **Plan Review and Inspections for the Village of Carol Stream & DuPage County Storm Water Ordinance:** The Board approved a design/build contract with Baxter and Woodman Environmental Consultants to complete Phase I WRC Aeration System Energy Improvements totaling \$293,600.

5. **Recommendation to approve a Design/Build Contract with Baxter & Woodman Environmental Engineers to Complete a Phase I Energy Efficiency Upgrade of the WRC Aeration Phase of Treatment:**  
The Board approved a Design/Build contract with Baxter & Woodman in the amount of \$293,600.
6. **Ordinance 2010-05-27: Amend Annual Budget:**  
The Board adopted Ordinance 2010-05-27, AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR THE YEAR COMMENCING MAY 1, 2010 AND ENDING APRIL 30, 2011. (Pasquinelli retention ponds)
7. **Resolution 2474: Accepting a Grant of sidewalk easement: Pasquinelli:**  
The Board adopted Resolution 2474, A RESOLUTION ACCEPTING A GRANT OF SIDEWALK EASEMENT (LOTS 2 & 3 PASQUINELLI'S CENTRAL PARK SUBDIVISION.
8. **Request by Outreach Community Center – waiver of sound amplification Fee:**  
The Board approved the request for a waiver of fee for an amplification permit for Outreach Community Center community barbeque on August 3, 2010.
9. **2010 Funding Request from Senior Citizens Council:**  
The Board approved \$8,410.00 in response to Senior Citizen Council's request for funding of their Meals on Wheels and Home Maintenance programs. Mr. Breinig explained that since the funding request comes well after the Village's budget meetings, the amount this year was an amount that reflects the same cut backs as have been given to all other funding requests.
10. **Regular Bills, Addendum Warrant of Bills:**  
The Board approved the Payment of the Regular Bills in the amount of \$576,963.20.  
The Board approved the Payment of the Addendum Warrant of Bills in the amount of \$814,385.22.

The Board received the Treasurer's Report for the month ending April 30, 2010.

#### **REPORT OF OFFICERS:**

Trustee McCarthy congratulated the retirees, Fred Ceranek and Bill Wick, and thanked them both for the years of service they gave to the residents. They will be missed.

Trustee Schwarze said that there will be a mock DUI incident for the Senior Class at Glenbard North High School in which the Fire Department and the Police Department will respond to as if it were a real incident. He said the Fire Protection District is doing this for the seniors to show what can really happen when drivers have been over-served and to help them understand how serious drinking and driving can be. Trustee Schwarze reminded everyone to shop Carol Stream for everything they can.

Trustee Gieser reminded everyone of the Just Play event on May 22<sup>nd</sup> and 23<sup>rd</sup> at Town Center and that the Bike Rodeo will also be at Town Center at 10:00 a.m. and he announced that the 4<sup>th</sup> grade Cubs won their first baseball game.

Trustee Fenner said that her first granddaughter was born last week and that her name is Kyera.

Mr. Breinig gave a run-down of the coming events starting with Just Play on May 22<sup>nd</sup> and 23<sup>rd</sup> and will include the Bike Rodeo and WDSRA event on Sunday the 23<sup>rd</sup>. The Pond and Stream sweep is on 5/22 and the Cop on Top will be at Dunkin Donuts starting at 5AM with donations going to Special Olympics, and in channeling Trustee Manzzullo, Please Pray for our Troops and their families.

Mayor Saverino thanked Fred Ceranek and Bill Wick for their service to the Village and wished them well in their retirement.

At 8:12 p.m. Trustee McCarthy moved and Trustee Fenner made the second to adjourn. The results of the roll call vote were:

Ayes:	4	Trustees Schwarze, McCarthy, Gieser & Fenner
Nays:	0	
Absent:	2	Trustees Manzzullo and Weiss

FOR THE VILLAGE BOARD

---

Frank Saverino, Sr. Mayor

---

Beth Melody, Village Clerk



**RESOLUTION NO. 2475**

**A RESOLUTION COMMENDING JOHN J. MARCINIAK  
UPON HIS RETIREMENT FROM THE  
VILLAGE OF CAROL STREAM POLICE DEPARTMENT**

WHEREAS, John J. Marciniak joined the Carol Stream Police Department as a Community Service Technician on March 6, 2000; and,

WHEREAS, John J. Marciniak served as the Special Operations Unit Community Service Technician from March 6, 2000 to June 18, 2010; and

WHEREAS, John J. Marciniak volunteered his time to the Village's Christmas Sharing Program by appearing as Santa Claus; and,

WHEREAS, John J. Marciniak coordinated and enhanced the Police Department's Volunteer Program; and,

WHEREAS, John J. Marciniak has made the decision to retire from public service with the Village of Carol Stream Police Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, on behalf of all the former and present elected and appointed officials and residents of Carol Stream, that:

1. Community Service Technician John J. Marciniak's service and dedication to the Village of Carol Stream and accomplishments in the field of law enforcement are hereby recognized and commended.
2. John J. Marciniak is wished the very best of health and happiness in his retirement.

This Resolution shall be in full force and effect from and after its passage as approved by law.

PASSED AND APPROVED ON THIS 7th DAY OF June 2010.

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
Frank Saverino, Sr., Mayor

ATTEST:

\_\_\_\_\_  
Beth Melody, Village Clerk

**RESOLUTION NO. 2476**

**RECOGNIZING THE 2010 IHSA WHEELCHAIR BASKETBALL CHAMPION  
WINDY CITY WARRIORS**

WHEREAS, the Western DuPage Special Recreation Association is the home of the Windy City Warriors wheelchair basketball team coached by Kevin Hosea and Steve Bicek; and

WHEREAS, the Windy City Warriors competed in the 2010 IHSA Wheelchair Basketball Tournament at the Peoria Civic Center this past March defeating all 4 of their opponents allowing them to advance to the tournament championship game; and

WHEREAS, on Sat., March 13<sup>th</sup>, the Windy City Warriors won the IHSA Wheelchair Basketball Tournament defeating the Peoria Wildcats 24-14 and gaining a berth in the National Wheelchair Basketball Tournament; and

WHEREAS, the Windy City Warriors traveled to nationals held in Denver, Colorado this past April to compete in the Varsity A Division finishing with a respectable 2-2 record, placing 13<sup>th</sup> overall in the nation; and

WHEREAS, the success of the Windy City Warriors consists of each player working together as a team under a system and to this end, the following players were instrumental in the success that led to their memorable and historic season:

**Amy Chapman  
Blake Harmet  
Randi Reingardt  
Justin Harrison**

**Matt Molenkamp  
Chris Murphy  
Jonathan Ruiz  
Nick Umek**

**Douglas Davison  
Erik Todd  
Kyle Gribble  
Dannie Ocasio**

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

SECTION 1: That the 2010 IHSA Wheelchair Basketball Champions – the Windy City Warriors be commended for their successful season.

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

PASSED AND APPROVED THIS 7<sup>TH</sup> DAY OF JUNE 2010.

AYES:

NAYS:

ABSENT:

---

Frank Saverino, Sr., Mayor

ATTEST:

---

Beth Melody, Village Clerk

# AGENDA ITEM

C-3 6-7-10

## PROCLAMATION POWER OF THE PURPLE IN SUPPORT OF THE 2010 CAROL STREAM 'RELAY FOR LIFE'

WHEREAS, the American Cancer Society is a national community-based voluntary health organization dedicated to eliminating cancer as a major health condition through prevention education, state-of-the-art medical care as well as cancer research, education, advocacy and service; and

WHEREAS, because of these multi-pronged efforts, the overall, age-adjusted cancer mortality rate is in decline and with continued efforts will continue to do so into the future; and

WHEREAS, countless Americans are alive today because of the knowledge they gained through cancer prevention education efforts and their success in leading to early detection and improved treatment; and

WHEREAS, the 'Relay For Life' is the annual signature event hosted by the American Cancer Society that recently surpassed \$3 billion dollars in funds raised nationally since its inception back in 1985; and

WHEREAS, the Carol Stream Relay has been successful over its 9-year history blending fundraising, cancer awareness and prevention activities, fellowship and advocacy for local cancer survivors and their family members and friends; and

WHEREAS, a Relay spotlights a community's efforts to take up the fight against cancer and its commitment to bring hope to those most effected by this disease; and

WHEREAS, the American Cancer Society DuPage Chapter will hold its 10<sup>th</sup> annual Carol Stream 'Relay for Life' on Friday, June 25, 2010 on the campus of Glenbard North High School; and

WHEREAS, there is no finish line, until, through ground breaking research on causes and prevention strategies, we find a cure.

NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, do hereby support the 2010 Carol Stream Relay for Life and encourage others to support the event by making a donation, purchasing a luminaria, register for or join an existing relay team or participate in the survivor walk.

PASSED AND APPROVED THIS 7<sup>th</sup> DAY OF JUNE 2010.

---

Frank Saverino Sr. - Mayor

ATTEST:


---


Beth Melody, Village Clerk

*Village of Carol Stream*

**Interdepartmental Memo**

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

**FROM:** Donald T. Bastian, Assistant Community Development Director 

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

**DATE:** June 3, 2010

**RE:** **Agenda Item for the Village Board Meeting of June 3, 2010: Public Hearing for Annexation and an Annexation Agreement for Firestone Complete Auto Care - 500 S. Schmale Road Requests for Annexation, an Annexation Agreement, Plat of Annexation, Rezoning to B-3 Service District, Special Uses for Planned Unit Development and Auto Service Facility, and approval of a Preliminary/Final Planned Unit Development Plan**

**PURPOSE**

The purpose of this memorandum is to coordinate Bismarck Real Estate Partners' request for a public hearing for the annexation and an annexation agreement for the 0.88-acre property at 500 S. Schmale Road, and to present Bismarck's requests for the zoning approvals necessary for their proposed development of a *Firestone Complete Auto Care* facility on the property.

**BACKGROUND**

Bismarck Real Estate Partners has filed the necessary plans and documentation in support of their proposed annexation and redevelopment of the unincorporated property formerly occupied by *Codē* restaurant and bar at 500 S. Schmale Road. Bismarck is planning to demolish the existing building and construct a 7,575 square foot *Firestone Complete Auto Care* facility with 10 service bays.

The staff report presenting the requests, with supporting documentation, was transmitted to the Village Board with the Plan Commission/Zoning Board of Appeals (PC/ZBA) packet on April 9, 2010. At their April 12, 2010, meeting, by a vote of 6-1, the PC/ZBA recommended approval of the various development requests to allow for the construction the *Firestone*, subject to the conditions contained in the staff report. One of the conditions recommended by the PC/ZBA was that the building elevations should be further enhanced, and Bismarck has revised the elevations to include contrasting decorative masonry features at the corners of the building ("quoining") to satisfy this condition.

## **DISCUSSION**

Bismarck's requests and the PC/ZBA recommendation were transmitted to the Village Board with the Board's April 19, 2010, agenda packet. At the April 19 meeting, the Village Board directed staff to continue working with Bismarck on the negotiation of the annexation agreement. At this time, staff finds the Petition for Annexation, the Annexation Agreement and the Plat of Annexation to be in proper form and ready for review and action by the Village Board. As a point of information, staff views this proposed annexation as a routine single-lot commercial property annexation, with no significant outstanding issues. The applicant is aware that they need to submit a revised plat of subdivision to consolidate the parcels into a single lot and dedicate the storm water management easements, and staff expects that we will be bringing that plat to the Village Board for action in the near future.

## **RECOMMENDATION**

Staff recommends that the Village Board open the public hearing, accept public testimony, if any, and then close the public hearing. Should the Village Board wish to approve the redevelopment of the property at 500 S. Schmale Road for with a *Firestone Complete Auto Care* facility, the Board should approve the annexation, annexation agreement, rezoning, special uses and planned unit development plan, all subject to the terms of the attached annexation agreement, and adopt the necessary ordinances 1) authorizing the execution of an annexation agreement; 2) annexing certain property to the Village of Carol Stream; 3) rezoning the property upon annexation to B-3 Service District; and 4) granting special uses for Planned Unit Development and an Auto Service Facility and approving the Preliminary/Final Planned Unit Development Plan.

DTB:db

cc: James Kainer, Guggenheim Partners (via e-mail)  
Kelly Kilboy, Jones Lang LaSalle (via e-mail)

PETITION FOR ANNEXATION

TO: The Mayor and Board of Trustees  
of the Village of Carol Stream,  
DuPage County, Illinois

RECEIVED  
JUN 01 2010

The Petitioner, EKATRINA SAKOLARI, as sole beneficiary of SUBURBAN BANK & TRUST CO. land trust number 74-2838, created pursuant to a trust agreement dated April 19, 2000 (the "Land Trust"), respectfully states under oath:

1. Petitioner is the sole beneficiary and possessed of the sole power of direction of Land Trust which is the sole legal owner of record of the following described land ("Tract") comprising approximately .96 acres bounded by Geneva Road on the South and Schmale Road on the East and the Village limits legally described as follows:

**PARCEL 1:** THAT PART OF LOT 1 OF SCHEFFLER'S ASSESSMENT PLAT NO. 2, OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 16, 1974 AS DOCUMENT R74-2536, AND CORRECTION CERTIFICATE RECORDED JANUARY 20, 1975 AS DOCUMENT R75-2930, DESCRIBED BY COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1 THAT FALLS IN THE CENTER OF MAIN STREET, AND RUNNING THENCE SOUTH 88 DEGREES 44 MINUTES 25 SECONDS WEST ON A SOUTH LINE OF SAID LOT 1, 200.00 FEET TO A CORNER OF SAID LOT 1 FOR A POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 24 MINUTES 30 SECONDS WEST ON AN EAST LINE OF SAID LOT 1, 66.0 FEET TO A SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 88 DEGREES 44 MINUTES 25 SECONDS WEST ON A SOUTH LINE OF SAID LOT 1, 180.0 FEET; THENCE NORTH 0 DEGREES 24 MINUTES 30 SECONDS EAST 66.0 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 25 SECONDS EAST 180.0 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

**PARCEL 2:** THE EAST 200 FEET OF THE NORTH 1 CHAIN OF THE SOUTH 13.30 CHAINS OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

**PARCEL 3:** THAT PART OF LOT 1 IN SCHEFFLER'S ASSESSMENT PLAT NO. 2, OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 16, 1974 AS DOCUMENT R74-2536, AND CORRECTION CERTIFICATE RECORDED JANUARY 20, 1975 AS DOCUMENT R75-2930, DESCRIBED BY BEGINNING AT THE MOST EASTERLY SOUTHEAST CORNER OF SAID LOT 1 (IN THE CENTER OF MAIN STREET) AND RUNNING THENCE SOUTH 88 DEGREES 44 MINUTES 25 SECONDS WEST ALONG A SOUTH LINE OF SAID LOT 1 AND SAID SOUTH LINE EXTENDED, 380.0 FEET; THENCE NORTH 0 DEGREES 24 MINUTES 30 SECONDS EAST, 26.0 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 25 SECONDS EAST, 380.0 FEET TO AN EAST LINE OF SAID LOT 1 (IN THE CENTER OF MAIN STREET); THENCE SOUTH 0 DEGREES 24 MINUTES 30 SECONDS WEST, 26.0 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

**PARCEL 4:** THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST EASTERLY SOUTHEAST CORNER OF LOT 1 IN SCHEFFLER'S ASSESSMENT PLAT NO. 2 RECORDED AS DOCUMENT R74-2536 AND CORRECTED BY DOCUMENT R75-2930 (SAID CORNER IS IN THE CENTER OF MAIN STREET AND ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 4); THENCE NORTH 0 DEGREES 24 MINUTES 30 SECONDS EAST, ALONG SAID WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 (ALSO BEING ON THE EAST LINE OF SAID LOT 1 AND IN THE CENTER OF MAIN STREET), 26.0 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 25 SECONDS EAST TO THE WESTERLY LINE OF SCHMALE ROAD (STATE AID ROUTE 36), AS SHOWN ON THE PLAT OF DEDICATION RECORDED JUNE 23, 1999 AS DOCUMENT 928502; THENCE SOUTHERLY, ALONG SAID WESTERLY LINE, TO ITS INTERSECTION WITH THE MOST EASTERLY SOUTH LINE OF LOT 1 OF SAID SCHEFFLER'S ASSESSMENT PLAT, EXTENDED EAST; THENCE WEST, ALONG SAID EXTENDED SOUTH LINE, TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

TOGETHER WITH

THAT PART OF VACATED OLD MAIN STREET, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, VACATED BY PLAT OF VACATION RECORDED JANUARY 7, 1980 AS DOCUMENT R80-01755, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST EASTERLY SOUTHEAST CORNER OF LOT 1 IN SCHEFFLER'S ASSESSMENT PLAT NO. 2 RECORDED AS DOCUMENT R74-2536 AND CORRECTED BY DOCUMENT R75-2930 (SAID CORNER IS IN THE CENTER OF MAIN STREET AND ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 4); THENCE EASTERLY ON THE EASTERLY

EXTENSION OF MOST EASTERLY SOUTH LINE OF AFORESAID LOT 1 TO THE WESTERLY LINE OF SCHMALE ROAD (STATE AID ROUTE 36), AS SHOWN ON THE PLAT OF DEDICATION RECORDED JUNE 23, 1989 AS DOCUMENT 928502; THENCE SOUTHERLY, ALONG SAID WESTERLY LINE, TO ITS INTERSECTION WITH THE EASTERLY EXTENSION OF SOUTH LINE OF THE EAST 200 FEET OF THE NORTH 1 CHAIN OF THE SOUTH 13.30 CHAINS OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE WESTERLY ON SAID EASTERLY EXTENSION OF THE SOUTH LINE, TO THE AFORESAID EAST LINE OF THE WEST 1/2; THENCE NORTHERLY ALONG THE AFORESAID EAST LINE OF THE WEST 1/2, A DISTANCE OF 66 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

2. The Tract is not situated within the limits of any municipality but is contiguous to the Village of Carol Stream.

3. There are no electors residing in the Tract.

4. The foregoing statements of fact are true to the best of Petitioner's knowledge and information.

PETITIONER RESPECTFULLY REQUESTS:

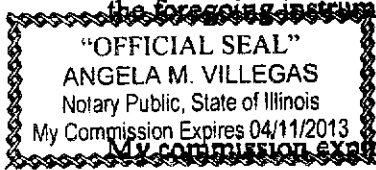
1. That the above described Tract be annexed to the Village of Carol Stream by ordinance of the Mayor and Board of Trustees of the Village of Carol Stream pursuant to Section 7-1-8 of the Illinois Municipal Code of the State of Illinois as amended, 65 ILCS 5/7-1-8.

2. That such other action be taken as is appropriate in the premises.

Dated this \_\_\_ day of May, 2010.

Petitioner: [Signature]  
Ekatrina Sakolari

SUBSCRIBED AND SWORN TO before me this 21<sup>th</sup> day of May, 2010 by EKATRINA SAKOLARI, personally known to me to be the same person who executed the foregoing instrument as her free and voluntary act.



[Signature]  
Notary Public

PROPERTY OWNER:

My commission expires: 4/11/2013

SUBURBAN BANK & TRUST CO.  
land trust number 74-2838

By: [Signature]  
Title: asst. Vice President  
operation



1 **ANNEXATION AGREEMENT**

2  
3 THIS AGREEMENT ("Annexation Agreement") is entered into effective the 7th day of  
4 June, 2010, by SUBURBAN BANK & TRUST CO. land trust number 74-2838 ("Owner"),  
5 BISMARCK REAL ESTATE PARTNERS, INC., a Delaware corporation ("Developer") and the  
6 Village of Carol Stream ("Village").

7 WHEREAS, Owner is the owner of record of certain real estate, described as follows:

8 **PARCEL 1: THAT PART OF LOT 1 OF SCHEFFLER'S ASSESSMENT PLAT NO. 2, OF PART OF THE**  
9 **WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF**  
10 **THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED**  
11 **JANUARY 16, 1974 AS DOCUMENT R74-2536, AND CORRECTION CERTIFICATE RECORDED**  
12 **JANUARY 20, 1975 AS DOCUMENT R75-2930, DESCRIBED BY COMMENCING AT THE SOUTHEAST**  
13 **CORNER OF SAID LOT 1 THAT FALLS IN THE CENTER OF MAIN STREET, AND RUNNING**  
14 **THENCE SOUTH 88 DEGREES 44 MINUTES 25 SECONDS WEST ON A SOUTH LINE OF SAID LOT 1,**  
15 **200.00 FEET TO A CORNER OF SAID LOT 1 FOR A POINT OF BEGINNING; THENCE SOUTH 0**  
16 **DEGREES 24 MINUTES 30 SECONDS WEST ON AN EAST LINE OF SAID LOT 1, 66.0 FEET TO A**  
17 **SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 88 DEGREES 44 MINUTES 25 SECONDS**  
18 **WEST ON A SOUTH LINE OF SAID LOT 1, 180.0 FEET; THENCE NORTH 0 DEGREES 24 MINUTES**  
19 **30 SECONDS EAST 66.0 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 25 SECONDS EAST 180.0**  
20 **FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.**

21  
22 **PARCEL 2: THE EAST 200 FEET OF THE NORTH 1 CHAIN OF THE SOUTH 13.30 CHAINS OF THE**  
23 **WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF**  
24 **THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.**

25  
26 **PARCEL 3: THAT PART OF LOT 1 IN SCHEFFLER'S ASSESSMENT PLAT NO. 2, OF PART OF THE**  
27 **WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF**  
28 **THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED**  
29 **JANUARY 16, 1974 AS DOCUMENT R74-2536, AND CORRECTION CERTIFICATE RECORDED**  
30 **JANUARY 20, 1975 AS DOCUMENT R75-2930, DESCRIBED BY BEGINNING AT THE MOST**  
31 **EASTERLY SOUTHEAST CORNER OF SAID LOT 1 (IN THE CENTER OF MAIN STREET) AND**  
32 **RUNNING THENCE SOUTH 88 DEGREES 44 MINUTES 25 SECONDS WEST ALONG A SOUTH LINE**  
33 **OF SAID LOT 1 AND SAID SOUTH LINE EXTENDED, 380.0 FEET; THENCE NORTH 0 DEGREES 24**  
34 **MINUTES 30 SECONDS EAST, 26.0 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 25 SECONDS**  
35 **EAST, 380.0 FEET TO AN EAST LINE OF SAID LOT 1 ( IN THE CENTER OF MAIN STREET);**  
36 **THENCE SOUTH 0 DEGREES 24 MINUTES 30 SECONDS WEST, 26.0 FEET TO THE POINT OF**  
37 **BEGINNING, IN DUPAGE COUNTY, ILLINOIS.**

38  
39 PARCEL 4: THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39  
40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:  
41 BEGINNING AT THE MOST EASTERLY SOUTHEAST CORNER OF LOT 1 IN SCHEFFLER'S  
42 ASSESSMENT PLAT NO. 2 RECORDED AS DOCUMENT R74-2536 AND CORRECTED BY  
43 DOCUMENT R75-2930 (SAID CORNER IS IN THE CENTER OF MAIN STREET AND ON THE WEST  
44 LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 4); THENCE NORTH 0  
45 DEGREES 24 MINUTES 30 SECONDS EAST, ALONG SAID WEST LINE OF THE EAST 1/2 OF THE  
46 SOUTHWEST 1/4 (ALSO BEING ON THE EAST LINE OF SAID LOT 1 AND IN THE CENTER OF  
47 MAIN STREET), 26.0 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 25 SECONDS EAST TO THE  
48 WESTERLY LINE OF SCHMALE ROAD (STATE AID ROUTE 36), AS SHOWN ON THE PLAT OF  
49 DEDICATION RECORDED JUNE 23, 1959 AS DOCUMENT 928502; THENCE SOUTHERLY, ALONG  
50 SAID WESTERLY LINE, TO ITS INTERSECTION WITH THE MOST EASTERLY SOUTH LINE OF  
51 LOT 1 OF SAID SCHEFFLER'S ASSESSMENT PLAT, EXTENDED EAST; THENCE WEST, ALONG  
52 SAID EXTENDED SOUTH LINE, TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.  
53 TOGETHER WITH

54 THAT PART OF VACATED OLD MAIN STREET, IN SECTION 4, TOWNSHIP 39 NORTH,  
55 RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, VACATED BY PLAT OF VACATION  
56 RECORDED JANUARY 7, 1980 AS DOCUMENT R80-01755, DESCRIBED AS FOLLOWS: BEGINNING  
57 AT THE MOST EASTERLY SOUTHEAST CORNER OF LOT 1 IN SCHEFFLER'S ASSESSMENT PLAT  
58 NO. 2 RECORDED AS DOCUMENT R74-2536 AND CORRECTED BY DOCUMENT R75-2930 (SAID  
59 CORNER IS IN THE CENTER OF MAIN STREET AND ON THE WEST LINE OF THE EAST 1/2 OF  
60 THE SOUTHWEST 1/4 OF SAID SECTION 4); THENCE EASTERLY ON THE EASTERLY EXTENSION  
61 OF MOST EASTERLY SOUTH LINE OF AFORESAID LOT 1 TO THE WESTERLY LINE OF  
62 SCHMALE ROAD (STATE AID ROUTE 36), AS SHOWN ON THE PLAT OF DEDICATION  
63 RECORDED JUNE 23, 1959 AS DOCUMENT 928502; THENCE SOUTHERLY, ALONG SAID  
64 WESTERLY LINE, TO ITS INTERSECTION WITH THE EASTERLY EXTENSION OF SOUTH LINE  
65 OF THE EAST 200 FEET OF THE NORTH 1 CHAIN OF THE SOUTH 13.30 CHAINS OF THE WEST 1/2  
66 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD  
67 PRINCIPAL MERIDIAN; THENCE WESTERLY ON SAID EASTERLY EXTENSION OF THE SOUTH  
68 LINE, TO THE AFORESAID EAST LINE OF THE WEST 1/2; THENCE NORTHERLY ALONG THE  
69 AFORESAID EAST LINE OF THE WEST 1/2, A DISTANCE OF 66 FEET, MORE OR LESS, TO THE  
70 POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

71 Common Address: 500 S. Schmale, Carol Stream, Illinois comprising approximately  
72 .8893 acres (hereinafter referred to as the "Subject Property"); and

73 WHEREAS, the Subject Property is improved with a commercial restaurant building; and

74 WHEREAS, the parties hereto desire that the Subject Property be annexed to the Village  
75 on the terms and under the conditions hereafter set forth; and

76 WHEREAS, the Village Board has determined that the annexation of the Subject  
77 Property would further the orderly growth of the Village and promote the general welfare of the  
78 Village; and

79 WHEREAS, the Village Plan Commission has conducted the required public hearing on  
80 April 12, 2010, whereat it was recommended that the Subject Property be rezoned to the B-3  
81 Service District zoning category and all other notices provided by law have been served.

82 NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms and  
83 conditions herein set forth, the Owner and the Village agree as follows:

84 1. INCORPORATION OF RECITALS. The provisions of the Recitals hereinabove  
85 set forth are hereby restated and incorporated herein by reference.

86 2. AUTHORITY. This Agreement is made pursuant to and in accordance  
87 with the provisions of Section 65 ILCS5/11-15.1-1 of the Illinois Municipal Code (Illinois  
88 Compiled Statutes).

89 3. ANNEXATION. The Owner shall, contemporaneously with the execution  
90 hereof, file with the Village Clerk a duly executed petition to annex the Subject Property which  
91 constitutes territory contiguous to the Village pursuant to and in accordance with the provisions  
92 of Illinois Compiled Statutes 5/7-1-1, and subject to the contingency described in Paragraph 4  
93 below, the Village will annex the Subject Property.

94 4. ZONING AND CURRENT USE OF THE PROPERTY. Upon annexation, the  
95 property will be automatically be rezoned to the B-3 Service District in accordance with the  
96 ordinances of the Village with Special Uses for Planned Unit Development and for an  
97 Automobile Service Station having heretofore been granted, it being understood and agreed by  
98 all parties that the Subject Property will only be used and developed in accordance with the  
99 approved and attached Final Planned Unit Development Plan comprised of the Plat of  
100 Annexation (Exhibit A), the PUD Plan (Exhibit B), the Landscape Plan (Exhibit C) and the  
101 Building Elevations (Exhibit D).

102 5. ANNEXATION FEES TO VILLAGE. The only annexation fee payable to the  
103 Village is \$533.58 and shall be payable at the time of recordation of the ordinance annexing the  
104 Subject Property, but subject to the provisions of Section 9 hereof, below.

105 6. SEWER AND WATER FEES OR CHARGES. The Water and Sewer Expansion  
106 Connection Fee, the water meter fee, the sewer and water tap-on fees and the user fees relating to  
107 sewer and water installations and services shall be those charges generally applicable in the  
108 Village for similar installations or services at the time that the fees or charges are due subject to  
109 the provisions of Section 9 hereof, below.

110 7. OTHER DONATIONS. Except as may reasonably be required to dedicate right-  
111 of-way and/or easements to DuPage County for intersection, sidewalk or Schmale Road, the  
112 Owner shall not be required by the Village to donate any land or money to the Village or any  
113 other governmental body, except as provided in this Agreement. In addition, the Owner shall not  
114 be required to construct any improvements or improve any streets except as required by the  
115 Village ordinances and this Agreement, provided, however, that the Owner shall be responsible  
116 for the street improvements as shown on the attached Final Planned Unit Development Plan  
117 (Exhibit X) as the same may be modified by the DuPage County Department of Transportation.

118 8. ANNEXATION TO FIRE PROTECTION AND PARK DISTRICTS. If the  
119 Subject Property is not annexed to any fire protection district or park district, the Owner shall  
120 promptly, upon the annexation of the Subject Property to the Village, petition for annexation to  
121 the Carol Stream Park District and the Carol Stream Fire Protection District. If the Subject  
122 Property is then part of a park district or fire protection district other than the Carol Stream Park  
123 District or the Carol Stream Fire Protection District, the Owner shall, at the written request of the  
124 Village, actively endeavor to disconnect from such district and annex to the Carol Stream Park  
125 District and the Carol Stream Fire Protection District.

126 9. SPECIAL TERMS AND CONDITIONS. In addition to the provisions within this  
127 Agreement, the Village and the Owners agree to the following:

128 A. That, notwithstanding anything herein contained to the contrary, this  
129 Annexation Agreement shall not be effective unless and until the sale of the Subject Property to  
130 Developer and/or its nominee shall have been closed (the "Closing"), it being agreed among the  
131 parties that upon written notice from Owner to Village to the effect that said Closing will not  
132 take place, this Annexation Agreement as well as any and all petitions and/or other documents  
133 executed by Owner in connection herewith shall be deemed null and void and without force or  
134 effect;

135 B. That until the Closing, no annexation fees, sewer and water fees and/or  
136 any and all other fees with respect to the Subject Property and/or the annexation proposed hereby  
137 shall be due or payable; and

138 C. Upon the Closing, this Annexation Agreement shall be deemed to have  
139 been fully assigned to and accepted by Developer or such nominee as shall have been designated  
140 by said entity.

141 D. The Closing must occur on or before September 1, 2010 or, at the option  
142 of any party hereto, this Agreement shall be deemed terminated and without force or effect.  
143  
144  
145

146  
147           10.    WARRANTY. The Corporate Authorities of the Village and the Owner warrant  
148 that they have the authority to enter into this Agreement. The Corporate Authorities of the  
149 Village further warrant that they will perform all their obligations hereunder and will cause the  
150 annexation agreement to be recorded upon satisfaction of the Closing contingency set forth under  
151 Section 9 "Special Terms and Conditions", above. The Developer warrants that the execution of  
152 this Agreement has been duly and validly authorized, and that the obligations imposed upon  
153 Developer herein shall be valid and binding obligations of the Developer.

154           11.    TRAFFIC ENFORCEMENT AGREEMENT. The Developer shall, at the request  
155 of the Village, enter into an agreement for the enforcement of Village traffic ordinances and  
156 other ordinances on the Subject Property and in parking lots and private drive areas.

157           12.    VACATION OF MAIN PLACE. The Developer shall raise no objection to the  
158 vacation of the Main Place right-of-way in the future so long as the Village ensures that  
159 commercially reasonable alternative access to a private parking lot drive-aisle system, in lieu of  
160 the proposed Main Place access be provided to the Subject Property at no additional cost.

161           13.    BINDING EFFECT/TERM/DISCONNECTION. This Annexation Agreement  
162 shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns  
163 of the Owner, and upon any successor Corporate Authorities of the Village and successor  
164 municipalities for a period of twenty (20) years from the date of execution hereof.

165           In the event that the annexation or zoning of the Subject Property shall or might be held  
166 invalid as a result of any curable technical defect in the manner of the annexation or zoning, the  
167 parties shall promptly take all actions necessary to cure such defects, including, without  
168 limitation, the giving of such notices, the holding of such public hearings and the adoption of  
169 such ordinances and resolutions as may be necessary to further the spirit and intent of this  
170 Agreement.

171           In the event that any provision of this Annexation Agreement is rendered invalid by  
172 legislation or court order, the Village and the Owner, at the request of either party, shall enter  
173 into good faith negotiation to seek to cause the fulfillment of the provision which has been  
174 invalidated in some lawful manner which may give to the parties the benefits and obligations  
175 previously bargained for.

176 This Agreement may be enforced by the Village or the Owner in any manner provided by  
177 law or by contract.

178 During the term of this Annexation Agreement, and any extensions thereof, neither the  
179 Owner nor the Village shall file a petition or take any other action seeking the disconnection of  
180 any portion of the Subject Property from the Village.

181 14. NUMBERS AND PARAGRAPH HEADINGS. All numbers and paragraph  
182 headings in this Agreement are for convenience of reference only and are not intended to qualify  
183 the meaning of any clause or paragraph.

184 15. SEVERABILITY. In the event that any portion of this Agreement shall be found  
185 to be invalid by any court of competent jurisdiction, such finding of invalidity as to that portion  
186 shall not affect the validity or enforceability of the balance of this Agreement.

187 16. NOTICES. All notices, requests, demands and other matters required to be given  
188 or which may be given hereunder shall be in writing and shall be deemed given when delivered  
189 in person or when deposited in the United States mail, registered or certified, postage prepaid,  
190 addressed to the main office or to the Clerk of the Village, if to the Village of Carol Stream, with  
191 a copy to Stewart Diamond, 140 South Dearborn Street, Suite 600, Chicago, Illinois 60603 and  
192 to Ekatrina Sakolari 742 S. Riverside Drive, Villa Park, Illinois 60181, with a copy to Richard  
193 A. Greenswag, Esq., Kaplan & Greenswag LLC, 181 Waukegan Road, Suite 205, Northfield,  
194 Illinois 60093.

195 SIGNATURE PAGE TO FOLLOW

196

197

198

199 FOR THE VILLAGE OF CAROL STREAM

200 \_\_\_\_\_

201 Village President

202 ATTEST:

203

204 \_\_\_\_\_

205 Village Clerk

206

207 FOR OWNER

208

209 SUBURBAN BANK & TRUST CO. land trust number 74-2838

210

211 By: *Darlene Pedersen*

212 Title: *Asst Vice President*

213

214 FOR DEVELOPER

215

216 BISMARCK REAL ESTATE PARTNERS, INC.

217

218 By: *[Signature]*

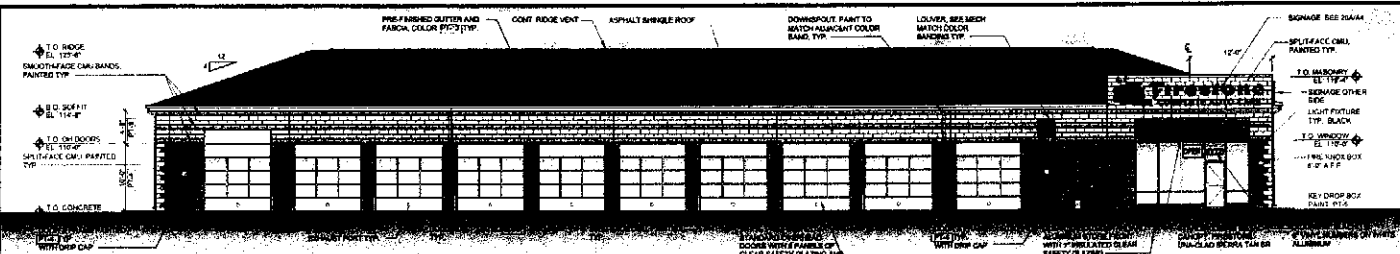
219 Title: *SVP DEVELOPMENT*



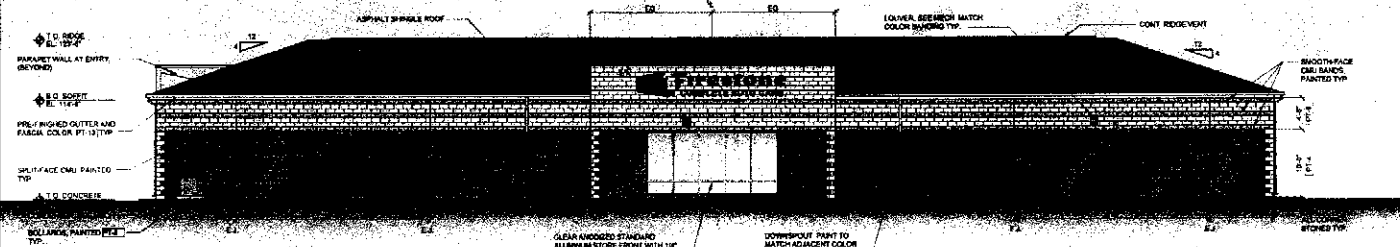




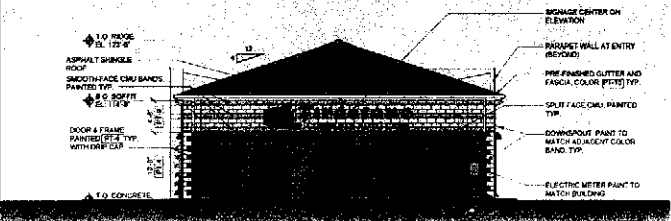




1 FRONT (SOUTH) ELEVATION  
A4 SCALE: 1/8" = 1'-0"



6 REAR (NORTH) ELEVATION  
A4 SCALE: 1/8" = 1'-0"



11 LEFT SIDE (WEST) ELEVATION  
A4 SCALE: 1/8" = 1'-0"



16 RIGHT SIDE (EAST) ELEVATION  
A4 SCALE: 1/8" = 1'-0"

**PAINT COLOR SCHEDULE**

NOTE: ALL COLOR NAMES FORMULATED FOR SELECTION PURPOSES ONLY. SEE PART SPECIFICATIONS FOR SPECIFIC REQUIREMENTS. DESCRIPTION: ALL "SHERWIN-WILLIAMS" (COLOR NUMBERS)

KEY	COLOR	S.W.#
PT-1	HEGA DRIFT	SW7031
PT-2	TRIMMOR BLUE	SW9001
PT-3	PURE WHITE	SW7000
PT-4	BRANDY WINE	SW0718
PT-5	SAFETY RED	SW9001
PT-6	BLACK PANT	SW9003
PT-7	BLACK	SW9003
PT-8	CALIF. W. L.O.W.	SW9004
PT-9	ROCK HOUSE TANN	SW1009
PT-10	LETTIE	SW9008
PT-11	GOLDEN WHEAT	SW9003
PT-12	WARM STONE	SW9003
PT-13	ANTIQUE WHITE	SW6115

NEW FCAC STORE  
"ER 2009 - DECEMBER" LEFT HAND  
SCHMALE ROAD AND MAIN PLACE  
CAROL STREAM IL

ZONE APPROVAL	(BY/DATE)
DATE	
NO.	
PROPERTY NO.	00000
STORE NO.	0000
JOB NO.	00000
FILENAME	ER_5_A4.DWG
ACR PROJ. ECT. NO.	000000
TO/FRONT	DATE
TO/NO.	DATE
PLANNING	DATE

SHEET TITLE  
EXTERIOR  
ELEVATIONS &  
DETAILS  
SHEET NUMBER  
**A4**

Exhibit D

# AGENDA ITEM

6-1 6-7-10

## Village of Carol Stream

### INTER-DEPARTMENTAL MEMO

**TO:** Mayor & Trustees

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

**DATE:** May 29, 2010

**RE:** Policy Regarding Collection, Use and Communication of Individual's Social Security Numbers

Public Act 096-0874 specifies precautions and practices that must be taken by local government to protect the identity of individuals and specifically their social security numbers. Most of the provisions of this Act are effective July 1, 2010.

The Act specifies that each local government agency must draft and approve an identity-protection policy within 12 months after the effective date of this Act. The policy must do all of the following:

- (1) Identify this Act.
- (2) Require all employees of the local government agency identified as having access to social security numbers in the course of performing their duties to be trained to protect the confidentiality of social security numbers. Training should include instructions on the proper handling of information that contains social security numbers from the time of collection through the destruction of the information.
- (3) Direct that only employees who are required to use or handle information or documents that contain social security numbers have access to such information or documents.
- (4) Require that social security numbers requested from an individual be provided in a manner that makes the social security number easily redacted if required to be released as part of a public records request.
- (5) Require that, when collecting a social security number or upon request by the individual, a statement of the purpose or purposes for which the agency is collecting and using the social security number be provided.

Each local government agency must file a written copy of its privacy policy with the governing board of the unit of local government within 30 days after approval of the policy.

Each local government agency must advise its employees of the existence of the policy and make a copy of the policy available to each of its employees, and must also make its privacy policy available to any member of the public, upon request. If a local government agency amends its privacy policy, then that agency must file a written copy of the amended policy with the appropriate entity and must also advise its employees of the existence of the amended policy and make a copy of the amended policy available to each of its employees.

Each local government agency must implement the components of its identity-protection policy that are necessary to meet the requirements of this Act within 12 months after the date the identity-protection policy is approved.

**Attached for your review and adoption is the proposed Village policy regarding collection, use and communication of individual's social security numbers.**

Cc: Joseph E. Breinig, Village Manager

## **Village of Carol Stream Policy Regarding Collection, Use and Communication of Individuals' Social Security Numbers**

This policy is to comply with Public Act 096-0874 of the State of Illinois, cited as the Identity Protection Act.

1. Definitions.

"Person" means any individual in the employ of the Village of Carol Stream.

"Publicly post" or "publicly display" means to intentionally communicate or otherwise intentionally make available to the general public.

2. Prohibited Activities.

(a) No officer or employee of the Village of Carol Stream shall do any of the following:

(1) Publicly post or publicly display in any manner an individual's social security number.

(2) Print an individual's social security number on any card required for the individual to access products or services provided by the person or entity.

(3) Require an individual to transmit his or her social security number over the Internet, unless the connection is secure or the social security number is encrypted.

(4) Print an individual's social security number on any materials that are mailed to the individual, through the U.S. Postal Service, any private mail service, electronic mail, or any similar method of delivery, unless State or federal law requires the social security number to be on the document to be mailed. Notwithstanding any provision in this Section to the contrary, social security numbers may be included in applications and forms sent by mail, including, but not limited to, any material mailed in connection with the administration of the Unemployment Insurance Act, any material mailed in connection with any tax administered by the Department of Revenue, and documents sent as part of an application or enrollment process or to establish, amend, or terminate an account, contract, or policy or to confirm the accuracy of the social security number. A social security number that may permissibly be mailed under this Section may not be printed, in whole or in part, on a postcard or other mailer that does not require an envelope or be visible on an envelope without the envelope having been opened.

(b) Except as otherwise provided in this policy, beginning July 1, 2010, no officer or employee of the Village of Carol Stream shall do any of the following:

(1) Collect, use, or disclose a social security number from an individual, unless (i) required to do so under State or federal law, rules, or regulations, or the collection, use, or disclosure of the social security number is otherwise necessary for the performance of that agency's duties and responsibilities; (ii) the need and purpose for the social security

number is documented before collection of the social security number; and (iii) the social security number collected is relevant to the documented need and purpose.

(2) Require an individual to use his or her social security number to access an Internet website.

(3) Use the social security number for any purpose other than the purpose for which it was collected.

(c) The prohibitions in subsection (b) do not apply in the following circumstances:

(1) The disclosure of social security numbers to agents, employees, contractors, or subcontractors of the Village of Carol Stream or disclosure to another governmental entity or its agents, employees, contractors, or subcontractors if disclosure is necessary in order for the entity to perform its duties and responsibilities; and, if disclosing to a contractor or subcontractor, prior to such disclosure, the officer or employee of the Village of Carol Stream must first receive from the contractor or subcontractor a copy of the contractor's or subcontractor's policy that sets forth how the requirements imposed under this Policy on the Village of Carol Stream to protect an individual's social security number will be achieved.

(2) The disclosure of social security numbers pursuant to a court order, warrant, or subpoena.

(3) The collection, use, or disclosure of social security numbers in order to ensure the safety of: Village of Carol Stream employees; persons committed to correctional facilities, local jails, and other law-enforcement facilities or retention centers; wards of the State; and all persons working in or visiting a Village of Carol Stream facility.

(4) The collection, use, or disclosure of social security numbers for internal verification or administrative purposes.

(5) The collection or use of social security numbers to investigate or prevent fraud, to conduct background checks, to collect a debt, to obtain a credit report from a consumer reporting agency under the federal Fair Credit Reporting Act, to undertake any permissible purpose that is enumerated under the federal Gramm Leach Bliley Act, or to locate a missing person, a lost relative, or a person who is due a benefit, such as a pension benefit or an unclaimed property benefit.

(d) Any standards of the Village of Carol Stream for the collection, use, or disclosure of social security numbers that are stricter than the standards under this policy with respect to the protection of those social security numbers, then, in the event of any conflict with the provisions of this policy, the stricter standards adopted by the Village of Carol Stream shall control.

3. Public inspection and copying of documents.

Notwithstanding any other provision of this policy to the contrary, all officers and employees of the Village of Carol Stream must comply with the provisions of any other State law with respect to allowing the public inspection and copying of information or documents containing all or any portion of an individual's social security number. All officers and employees of the Village of Carol Stream must redact social security numbers from the information or documents before allowing the public inspection or copying of the information or documents.

4. Applicability.

- (a) This policy does not apply to the collection, use, or disclosure of a social security number as required by State or federal law, rule, or regulation.
- (b) This policy does not apply to documents that are required to be open to the public under any State or federal law, rule, or regulation, applicable case law, Supreme Court Rule, or the Constitution of the State of Illinois.

5. Compliance with federal law. If a federal law takes effect requiring any federal agency to establish a national unique patient health identifier program, the Village of Carol Stream shall follow that law.

6. Embedded social security numbers. Beginning December 31, 2009, no officer or employee of the Village of Carol Stream may encode or embed a social security number in or on a card or document, including, but not limited to, using a bar code, chip, magnetic strip, RFID technology, or other technology, in place of removing the social security number as required by this policy.

7. Identity-protection requirements

- (a) All officers, employees and agents of the Village of Carol Stream identified as having access to social security numbers in the course of performing their duties to be trained to protect the confidentiality of social security numbers. Training shall include instructions on the proper handling of information that contains social security numbers from the time of collection through the destruction of the information.
- (b) Only employees who are required to use or handle information or documents that contain social security numbers have access to such information or documents.
- (c) Social security numbers requested from an individual shall be provided in a manner that makes the social security number easily redacted if required to be released as part of a public records request.
- (d) When collecting a social security number or upon request by the individual, a statement of the purpose or purposes for which the Village of Carol Stream is collecting and using the social security number be provided.
- (e) A written copy of this privacy policy and any amendment thereto, shall be filed with the Village Board within 30 days after approval of this policy or any amendment thereto.



- (f) The Village of Carol Stream shall advise its employees of the existence of the policy and make a copy of the policy available to each employee, and shall also make this privacy policy available to any member of the public, upon request. If the Village of Carol Stream amends this privacy policy, then the Village of Carol Stream shall also advise its employees of the existence of the amended policy and make a copy of the amended policy available to each employee.
- 8. Violation. Any person who intentionally violates the prohibitions in Section 10 of the identity Protection Act [Paragraph 2 of this policy] is guilty of a Class B misdemeanor.
- 9. This policy does not supersede any more restrictive law, rule, or regulation regarding the collection, use, or disclosure of social security numbers.

# AGENDA ITEM

6-2 6-7-10

## Village of Carol Stream Interdepartmental Memo

**TO:** Joe Breinig, Village Manager

**FROM:** Matthew R. York, Assistant Public Works Director *MRY*

**DATE:** May 27, 2010

**RE:** Awarding of the Parkway Tree Removal Contract to Ciosek Tree Service in an amount not to exceed \$35,000.

On May 26<sup>th</sup>, the Village of Carol Stream Department of Public Works opened sealed bids for Contract Tree Care work. This bid was for a 2-year contract that will expire on April 30, 2012.

In 2008, the Village entered into its most recent contract for Tree Care work. This was needed to begin removing trees on a greater scale due to the Emerald Ash Borer being discovered within the Village limits. The need for this service has not diminished over the past 2 years. Not only has EAB spread to several areas throughout town, but the large Maple trees in the original part of town are also beginning to deteriorate. During the 2009 calendar year, the 144 trees were removed, and the contractor removed 74 of the trees.

We received 5 bids for contracted tree care work. In order to calculate who the lowest bidder was, we used the removal quantities from 2009 as a basis for who would come in at low bid.

	2009 Quantity	Ciosek Tree Service	Central Forestreet	Powell Tree Care	Homer Tree Care	Winkler Tree*
Less than 5"	10	\$85.00	\$100.00	\$74.00	\$125.00	No Bid
5.1" - 10"	20	\$100.00	\$200.00	\$144.00	\$200.00	\$99.99
10.1 - 15"	18	\$230.00	\$240.00	\$181.00	\$250.00	\$191.40
15.1 - 20"	9	\$295.00	\$340.00	\$319.00	\$350.00	\$378.20
20.1 - 25"	10	\$350.00	\$440.00	\$429.00	\$550.00	\$590.50
25.1 - 30"	6	\$600.00	\$630.00	\$991.00	\$825.00	\$900.30
Over 30.1"	1	\$800.00	\$840.00	\$1612.00	\$1000.00	\$990.30
<b>Totals (Cost x Estimate)</b>		<b>\$17,545</b>	<b>\$21,400</b>	<b>\$21,597</b>	<b>\$24,350</b>	

\* Winkler tree did not give a price for under 5" and based their pricing per inch, which was not allowed per the bid documents. Per tree cost was calculated by the inch cost at the largest tree size in each category.

Ciosek Tree Service was the lowest bidder for this contract. Ciosek was the low bidder during the bid opening in 2008 as well. We have had great success working with the people from Ciosek. They have been professional throughout the last 2 years and have done good work for the Village.

The Public Works Department would recommend that the Village Board authorize a Purchase Order to Ciosek Tree Service from Lombard, IL in an amount not to exceed \$35,000.

	Ciosek Tree Service		Central Forestreet, LLC		Homer Tree Care		Powell Tree Care		Winkler Tree Service *	
	FY 11	FY 12	FY 11	FY 12	FY 11	FY 12	FY 11	FY 12	FY 11	FY 12
<b>Less than 5" DBH</b>	<b>\$ 85.00</b>	<b>\$ 85.00</b>	<b>\$ 100.00</b>	<b>\$ 100.00</b>	<b>\$ 125.00</b>	<b>\$ 125.00</b>	<b>\$ 74.00</b>	<b>\$ 74.00</b>		
<b>5.0" to 10" DBH</b>	<b>\$100.00</b>	<b>\$100.00</b>	<b>\$ 200.00</b>	<b>\$ 200.00</b>	<b>\$ 200.00</b>	<b>\$ 200.00</b>	<b>\$ 144.00</b>	<b>\$ 144.00</b>	<b>\$ 99.99</b>	<b>\$ 99.99</b>
<b>10.1" to 15" DBH</b>	<b>\$230.00</b>	<b>\$230.00</b>	<b>\$ 240.00</b>	<b>\$ 240.00</b>	<b>\$ 250.00</b>	<b>\$ 250.00</b>	<b>\$ 181.00</b>	<b>\$ 181.00</b>	<b>\$ 191.40</b>	<b>\$ 191.40</b>
<b>15.1" to 20" DBH</b>	<b>\$295.00</b>	<b>\$295.00</b>	<b>\$ 340.00</b>	<b>\$ 340.00</b>	<b>\$ 350.00</b>	<b>\$ 350.00</b>	<b>\$ 319.00</b>	<b>\$ 319.00</b>	<b>\$ 378.20</b>	<b>\$ 378.20</b>
<b>20.1" to 25" DBH</b>	<b>\$350.00</b>	<b>\$350.00</b>	<b>\$ 440.00</b>	<b>\$ 440.00</b>	<b>\$ 550.00</b>	<b>\$ 550.00</b>	<b>\$ 429.00</b>	<b>\$ 429.00</b>	<b>\$ 590.50</b>	<b>\$ 590.50</b>
<b>25.1" to 30" DBH</b>	<b>\$600.00</b>	<b>\$600.00</b>	<b>\$ 630.00</b>	<b>\$ 630.00</b>	<b>\$ 825.00</b>	<b>\$ 825.00</b>	<b>\$ 991.00</b>	<b>\$ 991.00</b>	<b>\$ 900.30</b>	<b>\$ 900.30</b>
<b>Over 30.1" DBH</b>	<b>\$800.00</b>	<b>\$800.00</b>	<b>\$ 840.00</b>	<b>\$ 840.00</b>	<b>\$1,000.00</b>	<b>\$1,000.00</b>	<b>\$1,612.00</b>	<b>\$1,612.00</b>	<b>\$ 900.30</b>	<b>\$ 900.30</b>
<b>Stump Only (per inch)</b>	<b>\$ 4.50</b>	<b>\$ 4.50</b>	<b>\$ 2.74</b>	<b>\$ 2.74</b>	<b>\$ 6.00</b>	<b>\$ 6.00</b>	<b>\$ 6.12</b>	<b>\$ 6.12</b>	<b>\$ 8.03</b>	<b>\$ 8.03</b>

*Bid made by inch -  
calculated at high end  
of range*

**VILLAGE OF CAROL STREAM**

**CERTIFICATION THAT CONTRACTOR IS NOT BARRED FROM  
PUBLIC CONTRACTING DUE TO BID-RIGGING OR  
BID ROTATING CONVICTIONS**

**WHEREAS**, a conviction for the offense of bid-rigging or bid rotating bars a person or entity from bidding on public contracts (720 ILCS 5, par. 33E-3, 33E-4) and

**WHEREAS**, 720 ILCS 5, par. 33E-11 requires bidders and contractors to certify on a form provided by the unit of local government or school district that they are not barred from public contracting due to bid-rigging or bid rotating convictions.

**NOW, THEREFORE, IT IS HEREBY CERTIFIED THAT** the undersigned,

Ciosek Tree Service, Inc.

(individual, firm, corporation or other entity)

is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of 720 ILCS 5. The undersigned also certifies that no officers or employees of the bidder or contractor have been so convicted and that the bidder or contractor is not the successor company or a new company created by the officers or owners of one so convicted. It is further certified that any such conviction occurring after the date of this certification will be reported to the above-named public body, in writing, within seven (7) days of such conviction, if it occurs during any bidding process, contract term or otherwise prior to entering into any contract therewith.

DATE: May 25, 2010

BY: 

ATTEST:

\_\_\_\_\_  
(SEAL)

## PROPOSAL

**TO: MAYOR AND BOARD OF TRUSTEES  
VILLAGE OF CAROL STREAM  
500 NORTH GARY AVENUE  
CAROL STREAM, IL 60188**

**LADIES AND GENTLEMEN:**

Completely in accordance with your *Notice to Bidders, Specifications and General Requirements*, we propose to remove tree, chip tree materials, grind stump, and bring location to grade:

	Tree Cost – 5/1/10 to 4/30/11	Tree Cost – 5/1/11 to 4/30/12
Less than 5" DBH	\$ 85.00	\$ 85.00
5.0" to 10" DBH	\$ 100.00	\$ 100.00
10.1" to 15" DBH	\$ 230.00	\$ 230.00
15.1" to 20" DBH	\$ 295.00	\$ 295.00
20.1" to 25" DBH	\$ 350.00	\$ 350.00
25.1" to 30" DBH	\$ 600.00	\$ 600.00
Over 30.1" DBH	\$ 800.00	\$ 800.00
Stump Only (per inch)	\$ 4.50	\$ 4.50

Example – a 12" DBH tree costs \$200, while a 14" DBH is also \$200.

NAME OF BIDDER: Ciosek Tree Service, Inc.  
 ADDRESS: 21W430 Park Avenue  
 CITY/STATE/ZIP: Lombard, IL. 60148  
 AREA CODE AND TELEPHONE: 630-832-8109, 630-624-6301  
 NAME OF CONTACT PERSON: Dave Ciosek  
 AUTHORIZED SIGNATURE: [Signature]  
 TITLE: Secretary / Owner  
 E-MAIL ADDRESS: Frgs750@aol.com  
 WEBSITE: \_\_\_\_\_  
 DATE OF BID: May 25, 2010

**BID MUST REMAIN VALID FOR 60 (SIXTY) DAYS**

CORPORATE SEAL OF BIDDER:

# AGENDA ITEM

## Village of Carol Stream G-3 6-7-10 INTER-DEPARTMENTAL MEMO

**TO:** Joseph E Breinig, Village Manager  
**FROM:** Matthew R York, Assistant Public Work Director **MR4**  
**DATE:** May 24, 2010  
**RE:** Purchase of New Truck for Water Division

The Water Division has budgeted \$40,000 in the current operating budget for the replacement of a Utility Vehicle in its current fleet.

Upon a final review of the vehicles in our Water Division Fleet, Truck #6 has been selected as the vehicle in most need of replacement. It is currently 14 years old and has had mechanical problems in the past. It is currently a stand-by vehicle that is primarily used by our summer employees in the Water Division. Vehicle #17 will be demoted from the regular division fleet to a stand-by vehicle. It will be utilized by Summer Employees, as a backup vehicle in case of repair, and also as a backup Snow Plow vehicle. Truck #17 does have over 100,000 miles and has begun to show signs that it is in need of replacement, but is operating efficiently and with its snow plowing capabilities does have great value to the Public Works Department in a limited-use capacity. Once this vehicle has reached its useful life, it will be declared surplus and removed from the Village fleet without replacement.

The Public Works Department would like to recommend the purchase of a New 2011 F250 4x4 Cab and Chassis from Morrow Brothers Ford as a part of Illinois Procurement Master Contract (State Bid). This truck will be equipped with a Plow System, so the Vehicle can assume its role within snow removal. Cost of the F250 Cab and Chassis with a BOSS plow system, which is an upgrade from the original state bid, is \$27,199. The BOSS plow is the plow currently used by the Village and by keeping them standard negates the need for additional parts and supplies to manage a different type of plow.

In addition to the Cab and Chassis, the Utility Boxes from Truck #6 will be removed, refurbished, and transferred to the newly purchased Cab and Chassis. The Utility Boxes are fiberglass and are in great condition. Cost of the transfer of the boxes is \$3967, which is about 1/4 the cost of new utility boxes.

Our recommendation would allow us to have a new vehicle with utility boxes and additional snowplowing capabilities for less than a new vehicle with only utility boxes.

We would ask for purchase orders to be approved in the amount of \$32,696 for the purchase of this new vehicle.

Cost of Truck from Morrow Brothers	\$27,199
Cost of Transfer and Light Bar	\$5,667
<b>Total Cost for New Vehicle</b>	<b>\$32,866</b>

**STATE OF ILLINOIS JOINT PURCHASE  
CONTRACT # 4015998  
2011 FORD F-250/350 TRUCKS**

ORDERING AGENCY: Village of Carol Stream

CONTACT PERSON: Matthew R York CELL # 630-774-6631

FORD FLEET # \_\_\_\_\_ PURCHASE ORDER# \_\_\_\_\_

QUANTITY 1 COST EACH \$ \_\_\_\_\_

ADDRESS: 124 Gerzevske Lane

CITY: Carol Stream, IL

ZIP: 60188 TAX EXEMPT #: E999

PHONE: 630-871-6260 FAX: 630-462-3650

TOTAL ORDER COST \$ 27,199

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

PLEASE MAIL ORDER TO:  
MORROW BROTHERS FORD INC.  
RR 2 BOX 120  
GREENFIELD, IL 62044

FAX ORDERS TO:  
1-217-368-3517  
EMAIL ORDERS TO:  
[r-wellen@dealeremail.com](mailto:r-wellen@dealeremail.com)

**PLEASE SUMMIT THIS SIGNED FORM WITH ORDER**

**\*PAYMENT DUE UPON DELIVERY\***

## **MAJOR STANDARD EQUIPMENT**

- Engine- 6.2L 2-Valve SOHC EFI Modular V8 Gas Flex Fuel
- Transmission- Torq Shift 6-SPEED Automatic
- Diesel Engine Battery- Dual 750 CCA
- Gas Engine Battery- Single 650 CCA
- Heavy Duty 155 Amp Alternator
- Brakes- Power 4-Wheel Anti-Lock Braking System (ABS)
- Shock Absorbers- Heavy Duty Gas
- Stabilizer Bar- Front
- Steering- Power
- Tire Pressure Monitoring System (TPMS)
- Trailer Tow Package- 7-wire harness w/relays, 7/4 pin connector, 12,500lb trailer hitch receiver (Factory Hitch N/A w/Chassis)
- Glass- Solar Tinted
- Cargo Area Box Light
- Pickup Box- Partitionable & Stackable
- Spare Tire, Wheel, Lock and Frame Mounted Carrier
- 3<sup>rd</sup> Stop Light- High Mounted
- Tailgate- Removable w/Key Lock
- Tie Down Hooks- Pickup Box (Four w/6 ¾' box; Six w/8' box)
- Tow Hooks- (2) Front
- Dome Lamp
- 40/20/40 Split Vinyl Bench Seat
- Grab Handles- Driver and Front Passenger
- Headliner- Cloth
- Instrument Panel- Color Coordinated w/Glove Box, 4 Air Registers w/Positive Shutoff, Power Point
- Instrumentation- Multifunction switch Message Center
- Power Point, Auxiliary
- Windshield Wipers- Interval Control
- Dual Front Air Bags
  - Passenger Side Deactivation Switch (Regular Cab and Super Cab Only)
  - \*Side Air Bag/Curtain\*
  - \*May Delete for Credit
- Safety Belts
- Air Conditioning
- AM/FM Stereo w/Clock
- Dual Beam Halogen Headlamps
- Black Manual Fold Away Side Mirrors
- Engine Compartment Light
- Black Painted Front/Rear Bumpers
- (5) LT245/75R/17E All Season Tires
- Spare Tire Optional on Chassis Cab



## **2011 FORD F-250 SUPER DUTY PICK-UP CONFIGURATIONS**

<input checked="" type="checkbox"/> F-250 4x2 Pick-Up Regular Cab w/8' Bed.....	\$16,830.00
<input type="checkbox"/> F-250 4x2 Pick-Up Super Cab w/6 ½ Bed and ¼ Doors.....	\$1,810.00
<input type="checkbox"/> F-250 4x2 Pick-Up Super Cab w/8' Bed and ¼ Doors.....	\$1,980.00
<input type="checkbox"/> F-250 4x2 Pick-Up Crew Cab w/6 ½ Bed and 4 Full Doors.....	\$3,380.00
<input type="checkbox"/> F-250 4x2 Pick-Up Crew Cab w/8' Bed and 4 Full Doors.....	\$3,570.00
<input checked="" type="checkbox"/> 4x4 for Regular Cab or Super Cab.....	\$2,630.00
<input type="checkbox"/> 4x4 for Crew Cab.....	\$2,780.00

## **2011 FORD F-350 SUPER DUTY PICK-UP CONFIGURATIONS**

<input type="checkbox"/> F-350 4x2 Pick-Up Regular Cab w/8' Bed.....	\$17,440.00
<input type="checkbox"/> F-350 4x2 Super Cab w/6 ½ Bed and ¼ Doors.....	\$2,140.00
<input type="checkbox"/> F-350 4x2 Super Cab w/8' Bed and ¼ Doors.....	\$2,305.00
<input type="checkbox"/> F-350 4x2 Crew Cab w/6 ½ Bed and 4 Full Doors.....	\$3,210.00
<input type="checkbox"/> F-350 4x2 Crew Cab w/8' Bed and 4 Full Doors.....	\$3,570.00
<input type="checkbox"/> 4x4 for Regular Cab or Super Cab.....	\$2,630.00
<input type="checkbox"/> 4x4 for Crew Cab.....	\$2,780.00
<input type="checkbox"/> Dual Rear Wheel w/Factory 8' Pick-Up Box.....	\$1,680.00

## **2011 FORD SUPER DUTY CAB CHASSIS CONFIGURATIONS**

<input type="checkbox"/> F-350 4x2 Regular Cab Chassis 60" CA DRW 13,000 GVWR.....	\$19,380.00
<input type="checkbox"/> 4x4 for F-350 Cab Chassis Regular Cab, Super Cab, and Crew Cab.....	\$2,680.00
<input type="checkbox"/> F-450 4x2 Regular Cab Chassis 60" CA DRW 16,500 GVWR.....	\$24,980.00
<input type="checkbox"/> 4x4 for F-450 Regular Cab, Super Cab, and Crew Cab.....	\$3,280.00
<input type="checkbox"/> F-550 4x2 Regular Cab Chassis 60" CA DRW 18,000 GVWR.....	\$25,865.00
<input type="checkbox"/> 4x4 for F-550 Regular Cab, Super Cab, and Crew Cab.....	\$3,280.00
<input type="checkbox"/> F-350/F-450/F-550 Super Cab with ¼ Doors.....	\$2,270.00
<input type="checkbox"/> F-350/F-450/F-550 Crew Cab with 4 Full Doors.....	\$3,190.00
<input type="checkbox"/> 84" Cab to Axle.....	\$250.00

### POWERTRAIN OPTIONS

- 6.7L V-8 Turbo Diesel Engine.....\$6,505.00\*  
\*REQUIRES TELESCOPING TRAILER TOW MIRRORS\*
- Transmission PTO Provision, Diesel Engine Only.....\$280.00
- Limited Slip Rear Axle.....\$330.00

### TIRE OPTIONS

- LT245/75/RX17E BSW All Terrain.....\$135.00
- LT265/70/RX17E OWL All Terrain.....\$465.00
- LT275/70/RX18E BSW.....F-350 SRW ONLY.....\$560.00
- LT225/70/RX19.5G BSW Traction.....F-450/550 ONLY.....\$195.00
- Spare Tire and Wheel for Chassis Cabs.....\$360.00

### EXTERIOR COLOR OPTIONS

- Dark Blue Pearl Metallic.....DX
- Vermillion Red.....F1
- Forest Green Metallic.....GG
- Pale Adobe Metallic.....LQ
- Tuxedo Black Metallic.....UH
- Sterling Grey Metallic.....UJ
- Ingot Silver Metallic.....UX
- Oxford White.....Z1
- School Bus Yellow 84S53.....N/C
- VSO Special Paint.....SPECIFY.....\$485.00

### SEATING OPTIONS

- Cloth 40/20/40 Split Bench.....\$180.00
- Vinyl Bucket Seats.....REGULAR CAB ONLY.....\$375.00
- Cloth Bucket Seats.....\$490.00

## AVAILABLE OPTIONAL EQUIPMENT

<input type="checkbox"/> Dual Alternators 355 Amps Total.....	<b>DIESEL ONLY</b> .....	\$380.00
<input type="checkbox"/> Heavy Duty Alternator 200 Amps Total.....	<b>DIESEL ONLY</b> .....	\$75.00
<input checked="" type="checkbox"/> Full Length Black Cab Steps, Regular Cab.....		\$320.00
<input type="checkbox"/> Full Length Black Cab Steps, Super and Crew Cab.....		\$370.00
<input type="checkbox"/> Sliding Rear Window.....		\$125.00
<input type="checkbox"/> Engine Block Heater.....		\$65.00
<input type="checkbox"/> Integrated Trailer Brake Controller.....		\$195.00
<input checked="" type="checkbox"/> Factory Up-Fitter Switches.....		\$125.00
<input type="checkbox"/> Cruise Control/Tilt Wheel.....		\$195.00
<input checked="" type="checkbox"/> Electronic Shift on the Fly 4x4.....		\$185.00
<input checked="" type="checkbox"/> Snow Plow Prep Package.....		\$75.00
<input type="checkbox"/> Daytime Running Lights.....		\$45.00
<input type="checkbox"/> Power Locks/Windows, Remote Keyless Entry, Power Heated Signal Mirrors		
-Regular and Super Cab.....		\$880.00
-Crew Cab.....		\$1,080.00
<input type="checkbox"/> Manual Telescoping Trailer Tow Mirrors Required w/Diesel Optional w/Gas.....		\$125.00
<input type="checkbox"/> XL Value Package.....		\$590.00
(Chrome Bumpers, Cruise Control, AM/FM/CD/MP3, Chrome Hub Covers)		
<input type="checkbox"/> Supplemental Cab Heater REQUIRES DIESEL ENGINE.....		\$250.00
<input type="checkbox"/> Roof Clearance Lights.....		\$55.00
<input type="checkbox"/> Heavy Service Package for Box Delete.....		\$175.00
<input type="checkbox"/> Reverse Vehicle Aid Sensor.....		\$255.00
<input type="checkbox"/> Rear View Back Up Camera.....		\$490.00
<input type="checkbox"/> Tailgate Step.....		\$375.00
<input type="checkbox"/> Back Up Alarm.....		\$90.00
<input type="checkbox"/> Bed Mat.....		\$160.00
<input type="checkbox"/> Bed Liner.....		\$295.00
<input type="checkbox"/> Spray-In Bed Liner.....		\$595.00
<input checked="" type="checkbox"/> Rust Proof and Undercoating.....		\$490.00
<input type="checkbox"/> (4) Splash Guards.....		\$180.00
<input checked="" type="checkbox"/> Fire Extinguisher w/Mount.....		\$170.00
<input checked="" type="checkbox"/> Extra Key.....		\$30.00
<input type="checkbox"/> Service Manual.....		\$275.00
<input type="checkbox"/> Remote Start System REQUIRES POWER LOCKS/WINDOWS.....		\$485.00
<input type="checkbox"/> Delete Side Impact Air Bag Curtain.....	<b>CREDIT</b> .....	-\$100.00
<input checked="" type="checkbox"/> Pick-Up Box Delete.....	<b>CREDIT</b> .....	-\$350.00
<input checked="" type="checkbox"/> New License and Title.....		\$149.00
<input checked="" type="checkbox"/> Delivery.....	<b>\$225.00 EACH Multiple Units, \$275.00 Single Unit</b>	

## **BODY AND EQUIPMENT OPTIONS**

### **SERVICE BODY**

- Knapheide 596, 696, or 796 Service Body for 56" CA SRW.....**SPECIFY**.....**\$5,690.00**
  - Galvanneal Steel Construction w/Stainless Steel Paddle Latches
  - O.A. Length 97.25" O.A. Width 78" Cargo Area 49"
  - Flush Mount Light Kit, Slam Type Tail Gate
  - Galva Grip Bumper/Pintle Recess
  - All Parts. Labor, Installation, and Standard Black or White Paint
  
- Knapheide 6108D54J Service Body for 60" CA DRW.....**\$6,380.00**
  - Galvanneal Steel Construction w/Stainless Steel Paddle Latches
  - O.A. Length 107.25" O.A. Width 94"
  - 20" Deep Compartments
  - Flush Mount Light Kit, Slam Type Tail Gate
  - Galva Grip Bumper/Pintle Recess
  - All Parts. Labor, Installation, and Standard Black or White Paint
  
- 11' Service Body for DRW 84" CA.....**\$6,980.00**

### **SERVICE BODY OPTIONS**

- Special Paint Other than White or Black.....**\$700.00**
- Class 5 Hitch Receiver.....**\$390.00**
- Overhead Ladder Racks.....**\$580.00**
- Ladder/Material Rack Extends Over Cab 1,000lb Capacity.....**\$1,280.00**
- Flip-Top Body.....**\$970.00**
- Master Locking System.....**\$480.00**
- 250lb Capacity Vertical Pull Out Shelf.....**\$320.00**
- 250lb Capacity Horizontal Pull Out Shelf.....**\$360.00**
- Front Rock Guards Aluminum Tread Plate.....**\$90.00**
- Aluminum Fuel Fill Cup.....**\$45.00**
- LED Brake/Tail/Turn/Side Marker Lights.....**\$170.00**
- LED Back-Up Lights.....**\$245.00**
- Strobe/LED Warning Light Package (2) Front (2) Rear.....**\$790.00**
- Spray-On Liner Floor/Walls/Tail-Gate.....**\$595.00**
- Compartment Lighting.....**\$475.00**
- Rear Grab Handles.....**\$50.00**
- Spare Tire Retainer In-Cargo Area.....**\$60.00**

**BODY AND EQUIPMENT OPTIONS CONT.**

**LIFTGATES**

- Lift Gate 1300lb Capacity.....\$2,790.00
  - Dual Cylinder Drive
  - Steel Platform 55"x27" w/4" Tapper
  - Labor, Installation and Painted Standard Black
- Optional Platform for above Lift Gate 55"x38 w/4" Tapper.....\$190.00

**SNOW REMOVAL EQUIPMENT**

- Western 7' 6" Ultra Pro Plow.....\$5,380.00
  - Quick Attach/Detachable
  - Electric Hydraulic
  - High Carbon Steel Cutting Edge and Blade Guides
  - Power Angle, Raise, and Lower
  - Halogen Plow Lights
  - All Parts, Labor, and Installation

**SNOW REMOVAL EQUIPMENT OPTIONS**

- Western 8' Ultra Pro Plow...Replace w/BOSS 8' TRIPEDGE w/SMART HITCH 2 Package.....~~\$5,480.00~~ \$5,760.00
- Western 8' 6" Ultra Pro Plus.....\$5,780.00
- Western 9' Ultra Pro Plus.....\$5,960.00
- Western 8' 6" MVP Plus V-Plow.....\$5,890.00
- Western 9' 6" MVP Plus V-Plow.....\$6,190.00
- Rubber Snow Deflector for Blade.....\$190.00
- Meyer Plow In-Lieu Western.....ADD.....\$330.00
- Poly Plow In-Lieu of Steel.....ADD.....\$380.00
- Western 8' V-Box Spreader.....\$4,890.00
  - 2 Cubic Yard Capacity, Carbon Steel Construction
  - 10hp Briggs and Stratton Engine
  - Electric Start, Clutch, and Throttle Control
- 11hp Honda Engine.....ADD.....\$620.00
- Top Screens.....\$340.00
- Inverted V.....\$145.00
- 304 Stainless Steel In-Lieu of Carbon Steel.....CALL

## BODY AND EQUIPMENT OPTIONS CONT.

### DUMP BODIES

- Rugby 9' Dump Body.....\$5,675.00  
-12.5" High Stationary Sides  
-18.5" High Double Acting Quick Release Tail Gate  
-6" Side Extension Pockets  
-Fully Boxed Top Rail  
-1/4 Cab Shield w/Window  
-Power Up/Down Double Acting Electric Hydraulic Hoist  
-Back-Up Alarm  
- All Parts Labor, Installation, and Standard Black or White Paint **SPECIFY COLOR**

### DUMP BODY OPTIONS

- 11' Dump Body.....**REQUIRES 84" CA**.....\$375.00  
 Rear Hitch Plate.....\$395.00  
 Pintle or Pintle Ball Combo Hitch.....**SPECIFY**.....\$120.00  
 8 Gauge H.D. Floor.....\$380.00  
 Fold Down Sides.....\$300.00  
 Central Hydraulic System.....\$5,975.00  
-Fan Belt Clutch Pump  
-Operates Hoist, Spreader, and Plow  
-Power Up/Down  
-Morse Controls, Variable Rate Spreader Valve  
-10 Gallon Reservoir, Site Gauge, Filter  
 Special Paint Other than White or Black.....\$700.00  
 Heil or Crysteel In-Lieu of Rugby **ADD**.....\$550.00  
 Knapheide TBU30-18 Underbody Tool Box.....\$490.00  
 LED Beacon in Self-Leveling Bracket on Cab Shield.....\$425.00  
 Rear Body LED/Strobe (1) Right (1) Left Recessed.....\$680.00  
 Strobe Lights in Front Parking Lamps.....\$325.00  
 304 Stainless Tail Gate Spreader.....**ADD**.....\$1640.00  
 Tail-Gate Spreader to Use w/Central Hydraulic System.....\$3,580.00

## BODY AND EQUIPMENT OPTIONS CONT.

### A.R.E PICKUP TOPPERS

- A.R.E. Fiberglass Cap Topper.....\$1,675.00  
-Cab High, Side Windows, 3<sup>RD</sup> Brake Light
- Sliding Front Window for Above Topper.....\$125.00
- Swing Up Side Windows for Above Window.....\$185.00
- Wedge Top for Above Topper.....\$195.00
- Delete Side Windows for Above Topper.....NO CHARGE
- Fiberglass Tonneau Cover.....\$975.00

### TOOL BOXES

- Bright Tread Plate Aluminum Cross Box.....\$795.00
- Bright Tread Plate Aluminum Side Box (Left).....\$625.00
- Bright Tread Plate Aluminum Side Box (Right).....\$625.00

### LADDER RACK/BACK GLASS PROTECTOR

- Back Rack Glass Protector....**RECOMMENDED FOR MOUNTING LIGHTS**.....\$390.00
- Ladder Rack w/Screen Cab Protector.....\$1,350.00

### SAFETY LIGHTING

**\*INCLUDES ALL PARTS, LABOR, AND INSTALLATION\***

- Drivers Side Spot Light.....\$295.00
- 4 Corner Strobe Kit (2) Front, (2) Rear.....\$575.00
- WHELEN Responder LP LED Mini Bar.....\$440.00
- WHELEN 4 Strobe Mini Edge.....\$640.00
- WHELEN Liberty 14 Head LED.....\$2,275.00  
-INCLUDES: Alley Lights, Work Lights, Traffic Advisor

**Matt York**

---

**From:** Richie Morrow-Wellenkamp [r-wellen@dealeremail.com]  
**Sent:** Wednesday, May 19, 2010 11:57 AM  
**To:** Matt York  
**Subject:** Re: Carol Stream Plow Question

Matt,

Glad I checked. The Boss plow you requested is \$5760.00 Installed. Let me know if you have any further questions. Thanks.

Richie

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

**From:** Matt York  
**To:** Richie Morrow-Wellenkamp  
**Sent:** Monday, May 17, 2010 1:32 PM  
**Subject:** Carol Stream Plow Question

Richie:

Here is the blade that we would like to get. The BOSS 8' TRIPEDGE with the SMART HUTCH 2 Package.

Could you confirm in writing that this will cost \$5480, or if there is a difference in price between the cost on the sheet and the actual cost of the plow and packages.

This will have to go to the Village Board, so I will need it no later than the 26th of this month.

Thanks  
Matt



**Matt York**

---

**From:** Tom Sauber [TomSauber@saubermfg.com]  
**Sent:** Thursday, May 13, 2010 7:55 AM  
**To:** Matt York  
**Subject:** Service Body Transfer

Matt:

Thank you for your time on Monday.

The price to transfer your Sauber MA200 Service Body to a new Ford F250 or F350 Pick-Up is \$3967

**Price Includes:**

- Remove Body, inverter system and bumper from old truck
- Install spring cut outs in body so it will fit on new truck
- Modify the bumper and install on the new truck
- Install body on the new truck using all new body mounting hardware
- Wire all FMVSS lighting and hook up gas fill.
- Install inverter and wire to new chassis with new 600 CCA deep cycle battery
- Aluminum Light bar rack installed on compartment tops
- Install back up alarm on new truck
- Move Yellow small parts drawer from the R1 compartment to the R2 compartment
- Adjust all latches
- Water test body
- Buff exterior of body and wax

**Options:**

- Thiemann TT15 1500 lb. capacity lift gate with 2-piece aluminum platform and two piece bumper is \$3781.00
- Ecco LED light bar with built in LED arrow stick installed on above light bar rack wire into the cab with full featured controller is \$1680.00

Truck will be down for 10-14 working days.

Thank you for giving us the opportunity to quote if you have any questions or need any more information please do not hesitate to contact us.

Have a great day!


Tom Sauber  
(630) 365-6600 X229  
www.SauberMfg.com

# AGENDA ITEM

6-4 6-7-10

## *Village of Carol Stream*

### Interdepartmental Memo

**TO:** Joseph Breinig, Village Manager  
**FROM:** Stan W. Helgerson, Finance Director   
**DATE:** May 24, 2010  
**RE:** Fund Balance Reserve – Emerald Ash Borer (EAB)

In November 2007, the Village Board designated \$2,250,000 as a Fund Balance Reserve to address the Emerald Ash Borer problem. In July, 2008, staff defined what type of expenditures would qualify for the use of these funds, how much would be used annually and the procedure that would be established for the use of these funds. The program has been in place for two years and a total of \$128,350 has been utilized. The occurrence of the EAB has not been as severe as we had anticipated so staff felt that the reserve amount should be re-evaluated.

The original reserve amount was based on 100% replacement of the Ash trees. Based on our experience over the past two years, staff is recommending that the reserve level be set at the 75% level and reviewed again in two years. Staff is not recommending any change in the annual procedures.

If the Village Board concurs with this recommendation, \$488,505 of the “designated” reserve would become “un-designated” making it available as part of the General Fund’s operating reserve.

If you have any questions, please see me.

cc: Al Turner, Public Works Director  
Matt York, Asst. Public Works Director

*Village of Carol Stream*  
Interdepartmental Memo

TO: Joseph Breinig, Village Manager  
FROM: William N. Cleveland, Assistant Village Engineer *WNC*  
DATE: June 1, 2010  
RE: Gundersen/West Street Reconstruction – Final Payment,  
Balancing Change Order and Acceptance

Engineering Services has received the final invoice for the referenced project from A Lamp Concrete Contractors, Inc. and a change order balancing final quantities from the contractor. This project was awarded in July of 2009, and final punch list work was finished in the spring.

The final cost for the project was \$821,489.94 or \$261,146.84 (24.1%) under the awarded price of \$1,082,636.78. The contract was completed \$700,510.06 (46%) under the budget of \$1,522,000.00 and \$547,088.56 (40%) under the engineers estimate of \$1,368,578.50. Much of the savings was due to staff's ability to make use of the existing base for the long driveway north of West Street.

Change Order No. 1, to balance final quantities, is a net decrease of \$261,146.84 (24.1%) to the current contract price of \$821,489.94. It is based of the actual quantities of contract items used in the project construction.

Final waivers have been submitted and punch list items have been completed. Therefore, Engineering Staff recommends final payment in the amount of \$20,947.99 be made to A Lamp Concrete Contractors, Inc., and Change Order No. 1 be approved.

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

Attachments

**CHANGE ORDER NO. 1**

PROJECT: Gundersen/West Street Reconstruction      DATE OF ISSUANCE: 6/1/2010

OWNER: Village of Carol Stream

CONTRACTOR: A Lamp Concrete Contractors

---

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

Description:                      Change in contract quantities based on field measurements

Purpose of Change Order:      Change in contract quantities for final payment

Attachments:                    Final quantity and agreed unit price summary

---

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIME:**

Original Contract Price:	\$ 1,082,636.78	Original Contract Time:	Nov. 20, 2009
Previous Change Orders:	\$ 0	Change from previous Change Orders:	NONE
Current Contract Price:	\$ 1,082,636.78	Current Contract Time:	November 20, 2009
Net increase/(decrease) of this Change Order:	\$ (261,146.84)	Net increase of this Change Order:	NONE
Contract Price with this Change Order:	\$ 821,489.94	Contract Time with this Change Order:	November 20, 2009

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

RECOMMENDED:  
Engineering Services Dept.

APPROVED:  
Village of Carol Stream


ACCEPTED:

By:   
James T. Knudsen  
Director of Engineering Services

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

By:   
A Lamp Concrete Contractors

*Village of Carol Stream*  
Interdepartmental Memo

TO: Joseph Breinig, Village Manager  
FROM: William N. Cleveland, Assistant Village Engineer   
DATE: June 2, 2010  
RE: Fullerton Avenue LAPP Project – Proportionate Share  
Payment to IDOT

In the summer 2005 the Village applied for STP funding through DuPage Mayors and Managers Conference to repave Fullerton Avenue. We received approval of our application in the fall of 2005 for 70% federal funding through IDOT for the project, with 30% local match from the Village. Plans and specifications were prepared by the Engineering Services Department and approved by IDOT in the summer of 2008, constructed during the fall, and punch list items were completed in the spring of 2009.

The preliminary cost, estimated at \$625,000 was approved by the Village Board on June 16, 2008 through the Local Agency Agreement for Federal Participation estimating \$437,500 in FHWA funds and \$187,500 in Village funds. IDOT subsequently executed the agreement on August 6, 2008. IDOT let the contract in Springfield on August 1, 2008, and Plote Construction won with a bid of \$477,225.20. The contract was awarded by IDOT on September 9<sup>th</sup> and executed on September 19<sup>th</sup>, 2008. Construction began in October 2008 and IDOT performed the final inspection on May 21, 2009 and accepted the project. The final cost was \$449,280.66, of which \$314,496.46 (70%) was paid by the FHWA and \$134,784.20 (30%) was to be paid by the Village.

On May 26<sup>th</sup>, 2010 we received the invoice from IDOT for the Village's proportionate share. This was to be paid from the Motor Fuel Tax (MFT) fund and was included in last year's budget. Unfortunately, this expense was not included in the budget recently approved for this fiscal year. Therefore, a budget amendment to the CIP and transfer will need to be done in the future by Finance. This may also include cost increases for the Thunderbird Bridge Deck replacement. Staff therefore recommends payment be made to the State of Illinois in the amount of \$134,784.20.

Attachment

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



# Village of Carol Stream

By acceptance of this order, the vendor agrees to comply with the regulations of the Illinois Fair Employment Practices Commission governing equal employment opportunity.

Purchase Order #: 462-380

Date: 6/2/2010

Please mail invoices to:

Village of Carol Stream  
Engineering Department  
500 N. Gary Avenue  
Carol Stream, IL 60188-1899  
(630)665-7050

This is a tax exempt transaction

Tax exempt #E9997-4509-03

To: Illinois Department of Transportation  
Room 322, Harry R. Hanley Building  
2300 So. Dirksen Parkway  
Springfield, IL 62764-

Phone: (217) 524-6531

Account No.: 0632000054470

Vendor No.: 222222

Qty.	Description	Unit Price	Account	Total
1	Fullerton Avenue LAPP - Proportionate Share Payment to IDOT	134,784.20	T.B.A.-TBA	<u>134,784.20</u>
			<b>Order Total:</b>	<b>134,784.20</b>

Comments: 2008 Fullerton Avenue LAPP Project - Board Approved June 16, 2008

Department Head: \_\_\_\_\_

Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
Administration Finance

(Original to Finance Department)



# Illinois Department of Transportation

Invoice

Village of Carol Stream  
Village Clerk  
500 N. Gary Ave  
Carol Stream, IL 60188

**INVOICE NO. 103644**  
RESP. CODE 8040  
INVOICE DATE 05/25/2010  
REVENUE CODE 6305  
AUDIT NUMBER  
PAYER NUMBER 07141

**EXPLANATION OF CHARGES**

**PAY FROM THIS INVOICE**

LOCATION: Fullerton Avenue  
LOCAL SECTION: 06-00050-00-RS  
ROUTE: FAU 1379  
SECTION:  
COUNTY: DuPage  
JOB NO.: C-91-437-06  
PROJECT NO.: M-8003/662/000  
CONTRACT NO.: 63047  
DISTRICT: 1

**AMOUNT**

The Agreement executed 8/1/2008 between Village of Carol Stream, and the State of Illinois provides that the village will reimburse the State for part of the construction costs.

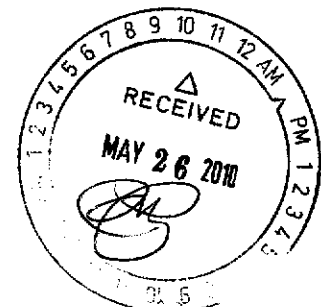
**FINAL VILLAGE SHARE:**

L230U01		\$449,280.66
Less Federal share @ 70% NTE \$437,500.00	\$449,280.66	(\$314,496.46)
Village of Carol Stream share	\$134,784.20	
Payment Due Date 06/08/2010	<b>TOTAL DUE</b>	<b>\$134,784.20</b>

**PLEASE MAKE CHECK PAYABLE TO TREASURER, STATE OF ILLINOIS**

**MAIL TO:** Illinois Department of Transportation  
Room 322, Harry R. Hanley Building  
2300 So. Dirksen Parkway  
Springfield, IL 62764

**INQUIRIES CONTACT:** Michael Brachear at 217/524-6531.



BCMS2257:BCMR057  
05/20/10 11:41:02

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION  
CONTRACTOR INVOICE

DOT VENDOR: C48130

CONTRACT NBR: 63047  
FROM DATE: 09/09/09  
TO DATE: 05/20/10  
STATE JOB: C-91-437-06  
DIST/CNTY: 01 043-DUPAGE

ROUTE: FAU 1379  
SECTION: 06-00050-00-RS  
PROJECT: M-8003/662/000

PAYEE:  
PLOTE CONSTRUCTION INC  
1100 BRANDT DRIVE  
HOFFMAN ESTATES IL 60192

CONTR:  
PLOTE CONSTRUCTION INC  
1100 BRANDT DRIVE  
HOFFMAN ESTATES IL 60192

PERCENT COMPLETED 100.00 % NET CHANGE TO DATE -5.86 % LOCAL AGENCY PART

FAS-ID	CONTRACT AWARDED AMT	ADDITIONS	DEDUCTIONS	TOTAL ADJUSTED CONTRACT VALUE	TOTAL AMOUNT DUE TO DATE
L230U01	477,225.20	3,122.95	31,067.49	449,280.66	449,280.66
TOTAL	477,225.20	3,122.95	31,067.49	449,280.66	449,280.66

-----

TOTAL RETAINAGE INCLD THIS EST	0.00
TOTAL DUE AFTER RETAINAGE	449,280.66
TOTAL PAID INCLD THIS ESTIMATE	449,280.66
PREVIOUS PAYMENTS TO CONTRACTOR	-449,280.66
PAYMENT TO CONTRACTOR THIS ESTIMATE	=====> 0.00

ZERO PAYMENT

APPROPRIATION: 011-49442-7900-1029 7721 ZERO PAYMT 1 OF 1 \$ 0.00<==  
SCHEDULE:

=====

FINAL ESTIMATE 05	TOTAL	\$	0.00
-------------------	-------	----	------

APPROVED BY: \_\_\_\_\_ DATE: 05/20/10



PROJECT: M-8003/662/000  
 ROUTE: FAU 1379  
 SECTION: 06-00050-00-RS  
 COUNTY: DUPAGE 01 043  
 CONTR: C48130

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 BUREAU OF CONSTRUCTION - DIVISION OF HIGHWAYS  
 FINAL PAY ESTIMATE REPORT  
 BY COUNTY, CONSTRUCTION/SAFETY CODES  
 ESTIMATE NUMBER 05

CONTRACT: 63047  
 REVIEW DATE: 02/16/2010  
 STATE JOB: C-91-437-06

SUBJOB: FAS-ID: L230U01 COUNTY: 043 CONST/SFTY: I000

PAY ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	AWARDED QUANTITY	ADDED QUANTITY	DEDUCTED QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	ADJUSTED TOTAL PRICE
Z0000600	ADJ FRAMES FOR INLETS	EACH	10.000					
Z0048665	RR PROT LIABILITY INS	L SUM	1.000		3.000	7.000	600.0000	4,200.00
40600100	BIT MATLS PR CT	GALLON	2,086.000			1.000	100.0000	100.00
40600300	AGG PR CT	TON	21.000		315.700	1,770.300	1.5500	2,743.97
40600635	LEV BIND MM N70	TON	877.000		14.610	6.390	1.0000	6.39
40600982	HMA SURF REM BUTT JT	SQ YD	250.000		80.000	797.000	85.0000	67,745.00
40603340	HMA SC "D" N70	TON	2,337.000		53.250	196.750	15.0000	2,951.25
44000159	HMA SURF REM 2 1/2	SQ YD	20,860.000	25.000		2,362.000	82.0000	193,684.00
44001700	COMB C C&G REM & REPL	FOOT	2,445.000			20,860.000	2.4500	51,107.00
44201711	CL D PATCH T4 5	SQ YD	220.000		235.600	2,209.400	18.5000	40,873.90
44301000	STRIP REF CR CON TR B	FOOT	7,245.000		206.940	13.060	45.0000	587.70
60262700	INLETS RECONST	EACH	28.000		85.000	7,160.000	2.9200	20,907.20
67100100	MOBILIZATION	L SUM	1.000			28.000	400.0000	11,200.00
70102625	TR CONT & PROT 701606	L SUM	1.000			1.000	26,500.0000	26,500.00
'0102635	TR CONT & PROT 701701	L SUM	1.000			1.000	11,500.0000	11,500.00
8000100	THPL PVT MK LTR & SYM	SQ FT	600.000	29.200		1.000	1.0000	1.00
9000200	THPL PVT MK LINE 4	FOOT	13,070.000	933.000		629.200	2.7500	1,730.30
1000400	THPL PVT MK LINE 6	FOOT	1,270.000	304.000	366.000	13,637.000	.4500	6,136.65
000600	THPL PVT MK LINE 12	FOOT	250.000	166.000	97.000	1,477.000	.7000	1,033.90
000650	THPL PVT MK LINE 24	FOOT	96.000	37.000	250.000	166.000	1.5000	249.00
						133.000	3.0000	399.00

BCMS057:DTGB22TS:BCMR0TS  
05:20:10 11:55:18

ILLINOIS DEPARTMENT OF TRANSPORTATION  
BUREAU OF CONSTRUCTION - DIVISION OF HIGHWAYS  
FINAL PAY ESTIMATE REPORT  
BY COUNTY, CONSTRUCTION/SAFETY CODES  
ESTIMATE NUMBER 05

PAGE: 2

PROJECT: M-8003/662/000  
ROUTE: FAU 1379  
SECTION: 06-00050-00-RS  
COUNTY: DUPAGE 01 043  
CONTR: C48130

CONTRACT: 63047  
REVIEW DATE: 02/16/2010  
STATE JOB: C-91-437-06

SUBJOB: FAS-ID: L230U01 COUNTY: 043 CONST/SFTY: I000

PAY ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	AWARDED QUANTITY	ADDED QUANTITY	DEDUCTED QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	ADJUSTED TOTAL PRICE
88600600	DET LOOP REPL	FOOT	750.000		406.000	344.000	16.3500	5,624.40
	COUNTY/CONST/SAFETY TOTALS		477,225.20	3,122.95	31,067.49		449,280.66	449,280.66
	FAS ID TOTALS		477,225.20	3,122.95	31,067.49		449,280.66	449,280.66
	PROJECT TOTALS		477,225.20	3,122.95	31,067.49		449,280.66	449,280.66

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

**AN ORDINANCE AUTHORIZING THE EXECUTION  
OF AN ANNEXATION AGREEMENT  
(500 S. SCHMALE ROAD)**

WHEREAS, Suburban Bank & Trust Co., land trust number 74-2838, owner of the property located at 500 S. Schmale Road, such property being legally described in the attached Annexation Agreement, and Bismarck Real Estate Partners, the contract purchaser/developer, wish to enter into a binding agreement with respect to the annexation of this property to the Village of Carol Stream; and

WHEREAS, the Village Board of Trustees, pursuant to proper legal notice, has held a public hearing regarding the annexation of this property; and

WHEREAS, an annexation agreement has been drafted and found acceptable by the parties thereto.

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

SECTION 1: That the Mayor and Village Clerk are hereby authorized to execute an annexation agreement regarding the annexation of the property commonly known as 500 S. Schmale Road, legally described in the Annexation Agreement, appended to and made a part of this Ordinance as Appendix A.

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

PASSED AND APPROVED THIS 7<sup>TH</sup> DAY OF JUNE 2010.

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
Frank Saverino, Sr., Mayor

ATTEST:

\_\_\_\_\_  
Beth Melody, Village Clerk

1 **ANNEXATION AGREEMENT**

2  
3 THIS AGREEMENT ("Annexation Agreement") is entered into effective the 7th day of  
4 June, 2010, by SUBURBAN BANK & TRUST CO. land trust number 74-2838 ("Owner"),  
5 BISMARCK REAL ESTATE PARTNERS, INC., a Delaware corporation ("Developer") and the  
6 Village of Carol Stream ("Village").

7 WHEREAS, Owner is the owner of record of certain real estate, described as follows:

8 **PARCEL 1: THAT PART OF LOT 1 OF SCHEFFLER'S ASSESSMENT PLAT NO. 2, OF PART OF THE**  
9 **WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF**  
10 **THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED**  
11 **JANUARY 16, 1974 AS DOCUMENT R74-2536, AND CORRECTION CERTIFICATE RECORDED**  
12 **JANUARY 20, 1975 AS DOCUMENT R75-2930, DESCRIBED BY COMMENCING AT THE SOUTHEAST**  
13 **CORNER OF SAID LOT 1 THAT FALLS IN THE CENTER OF MAIN STREET, AND RUNNING**  
14 **THENCE SOUTH 88 DEGREES 44 MINUTES 25 SECONDS WEST ON A SOUTH LINE OF SAID LOT 1,**  
15 **200.00 FEET TO A CORNER OF SAID LOT 1 FOR A POINT OF BEGINNING; THENCE SOUTH 0**  
16 **DEGREES 24 MINUTES 30 SECONDS WEST ON AN EAST LINE OF SAID LOT 1, 66.0 FEET TO A**  
17 **SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 88 DEGREES 44 MINUTES 25 SECONDS**  
18 **WEST ON A SOUTH LINE OF SAID LOT 1, 180.0 FEET; THENCE NORTH 0 DEGREES 24 MINUTES**  
19 **30 SECONDS EAST 66.0 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 25 SECONDS EAST 180.0**  
20 **FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.**

21  
22 **PARCEL 2: THE EAST 200 FEET OF THE NORTH 1 CHAIN OF THE SOUTH 13.30 CHAINS OF THE**  
23 **WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF**  
24 **THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.**

25  
26 **PARCEL 3: THAT PART OF LOT 1 IN SCHEFFLER'S ASSESSMENT PLAT NO. 2, OF PART OF THE**  
27 **WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF**  
28 **THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED**  
29 **JANUARY 16, 1974 AS DOCUMENT R74-2536, AND CORRECTION CERTIFICATE RECORDED**  
30 **JANUARY 20, 1975 AS DOCUMENT R75-2930, DESCRIBED BY BEGINNING AT THE MOST**  
31 **EASTERLY SOUTHEAST CORNER OF SAID LOT 1 (IN THE CENTER OF MAIN STREET) AND**  
32 **RUNNING THENCE SOUTH 88 DEGREES 44 MINUTES 25 SECONDS WEST ALONG A SOUTH LINE**  
33 **OF SAID LOT 1 AND SAID SOUTH LINE EXTENDED, 380.0 FEET; THENCE NORTH 0 DEGREES 24**  
34 **MINUTES 30 SECONDS EAST, 26.0 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 25 SECONDS**  
35 **EAST, 380.0 FEET TO AN EAST LINE OF SAID LOT 1 ( IN THE CENTER OF MAIN STREET);**  
36 **THENCE SOUTH 0 DEGREES 24 MINUTES 30 SECONDS WEST, 26.0 FEET TO THE POINT OF**  
37 **BEGINNING, IN DUPAGE COUNTY, ILLINOIS.**

38  
39 PARCEL 4: THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39  
40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:  
41 BEGINNING AT THE MOST EASTERLY SOUTHEAST CORNER OF LOT 1 IN SCHEFFLER'S  
42 ASSESSMENT PLAT NO. 2 RECORDED AS DOCUMENT R74-2536 AND CORRECTED BY  
43 DOCUMENT R75-2930 (SAID CORNER IS IN THE CENTER OF MAIN STREET AND ON THE WEST  
44 LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 4); THENCE NORTH 0  
45 DEGREES 24 MINUTES 30 SECONDS EAST, ALONG SAID WEST LINE OF THE EAST 1/2 OF THE  
46 SOUTHWEST 1/4 (ALSO BEING ON THE EAST LINE OF SAID LOT 1 AND IN THE CENTER OF  
47 MAIN STREET), 26.0 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 25 SECONDS EAST TO THE  
48 WESTERLY LINE OF SCHMALE ROAD (STATE AID ROUTE 36), AS SHOWN ON THE PLAT OF  
49 DEDICATION RECORDED JUNE 23, 1959 AS DOCUMENT 928502; THENCE SOUTHERLY, ALONG  
50 SAID WESTERLY LINE, TO ITS INTERSECTION WITH THE MOST EASTERLY SOUTH LINE OF  
51 LOT 1 OF SAID SCHEFFLER'S ASSESSMENT PLAT, EXTENDED EAST; THENCE WEST, ALONG  
52 SAID EXTENDED SOUTH LINE, TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.  
53 TOGETHER WITH

54 THAT PART OF VACATED OLD MAIN STREET, IN SECTION 4, TOWNSHIP 39 NORTH,  
55 RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, VACATED BY PLAT OF VACATION  
56 RECORDED JANUARY 7, 1980 AS DOCUMENT R80-01755, DESCRIBED AS FOLLOWS: BEGINNING  
57 AT THE MOST EASTERLY SOUTHEAST CORNER OF LOT 1 IN SCHEFFLER'S ASSESSMENT PLAT  
58 NO. 2 RECORDED AS DOCUMENT R74-2536 AND CORRECTED BY DOCUMENT R75-2930 (SAID  
59 CORNER IS IN THE CENTER OF MAIN STREET AND ON THE WEST LINE OF THE EAST 1/2 OF  
60 THE SOUTHWEST 1/4 OF SAID SECTION 4); THENCE EASTERLY ON THE EASTERLY EXTENSION  
61 OF MOST EASTERLY SOUTH LINE OF AFORESAID LOT 1 TO THE WESTERLY LINE OF  
62 SCHMALE ROAD (STATE AID ROUTE 36), AS SHOWN ON THE PLAT OF DEDICATION  
63 RECORDED JUNE 23, 1959 AS DOCUMENT 928502; THENCE SOUTHERLY, ALONG SAID  
64 WESTERLY LINE, TO ITS INTERSECTION WITH THE EASTERLY EXTENSION OF SOUTH LINE  
65 OF THE EAST 200 FEET OF THE NORTH 1 CHAIN OF THE SOUTH 13.30 CHAINS OF THE WEST 1/2  
66 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD  
67 PRINCIPAL MERIDIAN; THENCE WESTERLY ON SAID EASTERLY EXTENSION OF THE SOUTH  
68 LINE, TO THE AFORESAID EAST LINE OF THE WEST 1/2; THENCE NORTHERLY ALONG THE  
69 AFORESAID EAST LINE OF THE WEST 1/2, A DISTANCE OF 66 FEET, MORE OR LESS, TO THE  
70 POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

71 Common Address: 500 S. Schmale, Carol Stream, Illinois comprising approximately  
72 .8893 acres (hereinafter referred to as the "Subject Property"); and

73 WHEREAS, the Subject Property is improved with a commercial restaurant building; and

74 WHEREAS, the parties hereto desire that the Subject Property be annexed to the Village  
75 on the terms and under the conditions hereafter set forth; and

76 WHEREAS, the Village Board has determined that the annexation of the Subject  
77 Property would further the orderly growth of the Village and promote the general welfare of the  
78 Village; and

79 WHEREAS, the Village Plan Commission has conducted the required public hearing on  
80 April 12, 2010, whereat it was recommended that the Subject Property be rezoned to the B-3  
81 Service District zoning category and all other notices provided by law have been served.

82 NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms and  
83 conditions herein set forth, the Owner and the Village agree as follows:

84 1. INCORPORATION OF RECITALS. The provisions of the Recitals hereinabove  
85 set forth are hereby restated and incorporated herein by reference.

86 2. AUTHORITY. This Agreement is made pursuant to and in accordance  
87 with the provisions of Section 65 ILCS5/11-15.1-1 of the Illinois Municipal Code (Illinois  
88 Compiled Statutes).

89 3. ANNEXATION. The Owner shall, contemporaneously with the execution  
90 hereof, file with the Village Clerk a duly executed petition to annex the Subject Property which  
91 constitutes territory contiguous to the Village pursuant to and in accordance with the provisions  
92 of Illinois Compiled Statutes 5/7-1-1, and subject to the contingency described in Paragraph 4  
93 below, the Village will annex the Subject Property.

94 4. ZONING AND CURRENT USE OF THE PROPERTY. Upon annexation, the  
95 property will be automatically be rezoned to the B-3 Service District in accordance with the  
96 ordinances of the Village with Special Uses for Planned Unit Development and for an  
97 Automobile Service Station having heretofore been granted, it being understood and agreed by  
98 all parties that the Subject Property will only be used and developed in accordance with the  
99 approved and attached Final Planned Unit Development Plan comprised of the Plat of  
100 Annexation (Exhibit A), the PUD Plan (Exhibit B), the Landscape Plan (Exhibit C) and the  
101 Building Elevations (Exhibit D).

102 5. ANNEXATION FEES TO VILLAGE. The only annexation fee payable to the  
103 Village is \$533.58 and shall be payable at the time of recordation of the ordinance annexing the  
104 Subject Property, but subject to the provisions of Section 9 hereof, below.

105 6. SEWER AND WATER FEES OR CHARGES. The Water and Sewer Expansion  
106 Connection Fee, the water meter fes, the sewer and water tap-on fees and the user fees relating to  
107 sewer and water installations and services shall be those charges generally applicable in the  
108 Village for similar installations or services at the time that the fees or charges are due subject to  
109 the provisions of Section 9 hereof, below.

110 7. OTHER DONATIONS. Except as may reasonably be required to dedicate right-  
111 of-way and/or easements to DuPage County for intersection, sidewalk or Schmale Road, the  
112 Owner shall not be required by the Village to donate any land or money to the Village or any  
113 other governmental body, except as provided in this Agreement. In addition, the Owner shall not  
114 be required to construct any improvements or improve any streets except as required by the  
115 Village ordinances and this Agreement, provided, however, that the Owner shall be responsible  
116 for the street improvements as shown on the attached Final Planned Unit Development Plan  
117 (Exhibit X) as the same may be modified by the DuPage County Department of Transportation.

118 8. ANNEXATION TO FIRE PROTECTION AND PARK DISTRICTS. If the  
119 Subject Property is not annexed to any fire protection district or park district, the Owner shall  
120 promptly, upon the annexation of the Subject Property to the Village, petition for annexation to  
121 the Carol Stream Park District and the Carol Stream Fire Protection District. If the Subject  
122 Property is then part of a park district or fire protection district other than the Carol Stream Park  
123 District or the Carol Stream Fire Protection District, the Owner shall, at the written request of the  
124 Village, actively endeavor to disconnect from such district and annex to the Carol Stream Park  
125 District and the Carol Stream Fire Protection District.

126 9. SPECIAL TERMS AND CONDITIONS. In addition to the provisions within this  
127 Agreement, the Village and the Owners agree to the following:

128 A. That, notwithstanding anything herein contained to the contrary, this  
129 Annexation Agreement shall not be effective unless and until the sale of the Subject Property to  
130 Developer and/or its nominee shall have been closed (the "Closing"), it being agreed among the  
131 parties that upon written notice from Owner to Village to the effect that said Closing will not  
132 take place, this Annexation Agreement as well as any and all petitions and/or other documents  
133 executed by Owner in connection herewith shall be deemed null and void and without force or  
134 effect;

135  
136 B. That until the Closing, no annexation fees, sewer and water fees and/or  
137 any and all other fees with respect to the Subject Property and/or the annexation proposed hereby  
138 shall be due or payable; and

139  
140 C. Upon the Closing, this Annexation Agreement shall be deemed to have  
141 been fully assigned to and accepted by Developer or such nominee as shall have been designated  
142 by said entity.

143  
144 D. The Closing must occur on or before September 1, 2010 or, at the option  
145 of any party hereto, this Agreement shall be deemed terminated and without force or effect.



146  
147 10. WARRANTY. The Corporate Authorities of the Village and the Owner warrant  
148 that they have the authority to enter into this Agreement. The Corporate Authorities of the  
149 Village further warrant that they will perform all their obligations hereunder and will cause the  
150 annexation agreement to be recorded upon satisfaction of the Closing contingency set forth under  
151 Section 9 "Special Terms and Conditions", above. The Developer warrants that the execution of  
152 this Agreement has been duly and validly authorized, and that the obligations imposed upon  
153 Developer herein shall be valid and binding obligations of the Developer.

154 11. TRAFFIC ENFORCEMENT AGREEMENT. The Developer shall, at the request  
155 of the Village, enter into an agreement for the enforcement of Village traffic ordinances and  
156 other ordinances on the Subject Property and in parking lots and private drive areas.

157 12. VACATION OF MAIN PLACE. The Developer shall raise no objection to the  
158 vacation of the Main Place right-of-way in the future so long as the Village ensures that  
159 commercially reasonable alternative access to a private parking lot drive-aisle system, in lieu of  
160 the proposed Main Place access be provided to the Subject Property at no additional cost.

161 13. BINDING EFFECT/TERM/DISCONNECTION. This Annexation Agreement  
162 shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns  
163 of the Owner, and upon any successor Corporate Authorities of the Village and successor  
164 municipalities for a period of twenty (20) years from the date of execution hereof.

165 In the event that the annexation or zoning of the Subject Property shall or might be held  
166 invalid as a result of any curable technical defect in the manner of the annexation or zoning, the  
167 parties shall promptly take all actions necessary to cure such defects, including, without  
168 limitation, the giving of such notices, the holding of such public hearings and the adoption of  
169 such ordinances and resolutions as may be necessary to further the spirit and intent of this  
170 Agreement.

171 In the event that any provision of this Annexation Agreement is rendered invalid by  
172 legislation or court order, the Village and the Owner, at the request of either party, shall enter  
173 into good faith negotiation to seek to cause the fulfillment of the provision which has been  
174 invalidated in some lawful manner which may give to the parties the benefits and obligations  
175 previously bargained for.

176 This Agreement may be enforced by the Village or the Owner in any manner provided by  
177 law or by contract.

178 During the term of this Annexation Agreement, and any extensions thereof, neither the  
179 Owner nor the Village shall file a petition or take any other action seeking the disconnection of  
180 any portion of the Subject Property from the Village.

181 14. NUMBERS AND PARAGRAPH HEADINGS. All numbers and paragraph  
182 headings in this Agreement are for convenience of reference only and are not intended to qualify  
183 the meaning of any clause or paragraph.

184 15. SEVERABILITY. In the event that any portion of this Agreement shall be found  
185 to be invalid by any court of competent jurisdiction, such finding of invalidity as to that portion  
186 shall not affect the validity or enforceability of the balance of this Agreement.

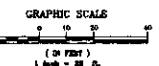
187 16. NOTICES. All notices, requests, demands and other matters required to be given  
188 or which may be given hereunder shall be in writing and shall be deemed given when delivered  
189 in person or when deposited in the United States mail, registered or certified, postage prepaid,  
190 addressed to the main office or to the Clerk of the Village, if to the Village of Carol Stream, with  
191 a copy to Stewart Diamond, 140 South Dearborn Street, Suite 600, Chicago, Illinois 60603 and  
192 to Ekatrina Sakolari 742 S. Riverside Drive, Villa Park, Illinois 60181, with a copy to Richard  
193 A. Greenswag, Esq., Kaplan & Greenswag LLC, 181 Waukegan Road, Suite 205, Northfield,  
194 Illinois 60093.

195 SIGNATURE PAGE TO FOLLOW

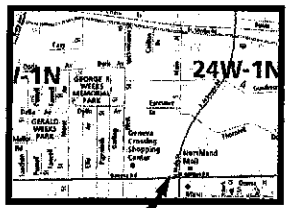


# PLAT OF ANNEXATION

OF  
PART OF THE WEST HALF OF THE SOUTH-WEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH,  
RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS.



P.L.N. 06-04-304-046  
06-04-304-051  
07-06-004-054  
06-04-304-066



**SITE LOCATION MAP**  
NOT TO SCALE

GENEVA CROSSING  
DOC. No. R97-69651

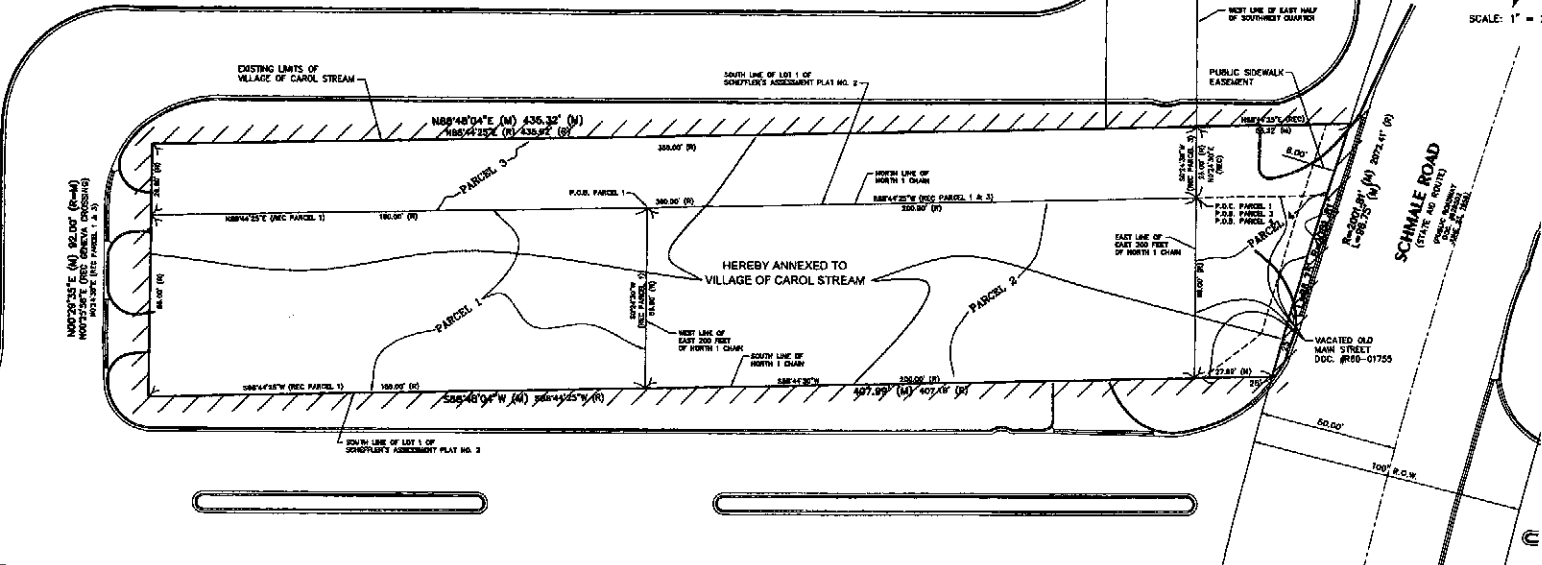
SCALE: 1" = 20'

- NOTES:**
- ALL MEASUREMENTS AND DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
  - THERE ARE NO ELECTIONS THAT RESIDE ON THE PROPERTY.

SITE AREA: 30,737 SQ. FT. = 0.8993 ACRES

**LEGEND & ABBREVIATIONS**

- VILLAGE OF CAROL STREAM LIMITS**
- N - NORTH
  - S - SOUTH
  - E - EAST
  - W - WEST
  - DOC - DOCUMENT
  - No - NUMBER



**LEGAL DESCRIPTION**

**PARCEL 1:** THAT PART OF LOT 1 OF SCHEFFLER'S ASSESSMENT PLAT NO. 2 OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 18, 1978 AS DOCUMENT R74-2534, AND CONNECTION CERTIFICATE RECORDED JANUARY 23, 1978 AS DOCUMENT R75-2638, DESCRIBED BY COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1 THAT WALLS IN THE CENTER OF MAIN STREET, AND RUNNING THENCE SOUTH 88 DEGREES 44 MINUTES 25 SECONDS WEST ON A SOUTH LINE OF SAID LOT 1, 200.00 FEET TO A CORNER OF SAID LOT 1, FOR A POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 24 MINUTES 38 SECONDS WEST ON AN EAST LINE OF SAID LOT 1, 64.0 FEET TO A SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 88 DEGREES 44 MINUTES 25 SECONDS WEST ON A SOUTH LINE OF SAID LOT 1, 180.0 FEET; THENCE NORTH 0 DEGREES 24 MINUTES 38 SECONDS EAST, 25.0 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 25 SECONDS EAST 18.0 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

**PARCEL 2:** THE EAST 200 FEET OF THE NORTH 1 CHAIN OF THE SOUTH 13.30 CHAINS OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

**PARCEL 3:** THAT PART OF LOT 1 IN SCHEFFLER'S ASSESSMENT PLAT NO. 2, OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 18, 1978 AS DOCUMENT R74-2534, AND CONNECTION CERTIFICATE RECORDED JANUARY 23, 1978 AS DOCUMENT R75-2638, DESCRIBED BY COMMENCING AT THE MOST EASTERLY SOUTHEAST CORNER OF SAID LOT 1, IN THE CENTER OF MAIN STREET, AND RUNNING THENCE SOUTH 88 DEGREES 44 MINUTES 25 SECONDS WEST ALONG A SOUTH LINE OF SAID LOT 1 AND SAID SOUTH LINE EXTENDED, 348.0 FEET; THENCE NORTH 0 DEGREES 24 MINUTES 38 SECONDS EAST, 25.0 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 25 SECONDS EAST, 280.0 FEET TO AN EAST LINE OF SAID LOT 1 (IN THE CENTER OF MAIN STREET); THENCE SOUTH 88 DEGREES 24 MINUTES 38 SECONDS WEST, 26.0 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

**PARCEL 4:** THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS BEGINNING AT THE MOST EASTERLY SOUTHEAST CORNER OF LOT 1 IN SCHEFFLER'S ASSESSMENT PLAT NO. 2 RECORDED AS DOCUMENT R75-2638, DESCRIBED BY COMMENCING AT THE MOST EASTERLY SOUTHEAST CORNER OF SAID LOT 1 (IN THE CENTER OF MAIN STREET) AND ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE NORTH 88 DEGREES 24 MINUTES 38 SECONDS EAST, ALONG SAID WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 (AS SO BEING ON THE EAST LINE OF SAID LOT 1 AND IN THE CENTER OF MAIN STREET), 28.0 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 25 SECONDS EAST TO THE WESTERLY LINE OF SCHMALE ROAD (STATE AND ROUTE 28), AS SHOWN ON THE PLAT OF DESIGNATION RECORDED JUNE 21, 1959 AS DOCUMENT R75-2939 (SAID CORNER IS IN THE CENTER OF MAIN STREET AND ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 4); THENCE EASTERLY ON THE EASTERLY EXTENSION OF MOST EASTERLY SOUTH LINE OF AFORESAID LOT 1 TO THE WESTERLY LINE OF SCHMALE ROAD (STATE AND ROUTE 28), AS SHOWN ON THE PLAT OF DESIGNATION RECORDED JUNE 21, 1959 AS DOCUMENT R75-2939; THENCE EASTERLY TO THE WESTERLY LINE OF SAID SOUTH LINE, TO ITS INTERSECTION WITH THE MOST EASTERLY SOUTH LINE OF LOT 1 OF SAID SCHEFFLER'S ASSESSMENT PLAT, EXTENDED EAST; THENCE WEST, ALONG SAID EXTENDED SOUTH LINE, TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

**TOGETHER WITH:**

THAT PART OF VACATED OLD MAIN STREET, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, VACATED BY PLAT OF VACATION RECORDED JANUARY 7, 1969 AS DOCUMENT R74-2534, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST EASTERN SOUTHEAST CORNER OF LOT 1 IN SCHEFFLER'S ASSESSMENT PLAT NO. 2 RECORDED AS DOCUMENT R75-2638 AND CONNECTED BY DOCUMENT R75-2939 (SAID CORNER IS IN THE CENTER OF MAIN STREET AND ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 4); THENCE EASTERLY ON THE EASTERLY EXTENSION OF MOST EASTERLY SOUTH LINE OF AFORESAID LOT 1 TO THE WESTERLY LINE OF SCHMALE ROAD (STATE AND ROUTE 28), AS SHOWN ON THE PLAT OF DESIGNATION RECORDED JUNE 21, 1959 AS DOCUMENT R75-2939; THENCE EASTERLY TO THE WESTERLY LINE OF SAID SOUTH LINE, TO ITS INTERSECTION WITH THE MOST EASTERLY SOUTH LINE OF THE EAST 200 FEET OF THE NORTH 1 CHAIN OF THE SOUTH 13.30 CHAINS OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE WESTERLY ON SAID EASTERLY EXTENSION OF THE SOUTH LINE, TO THE AFORESAID EAST LINE OF THE WEST 1/2; THENCE NORTHWESTERLY ALONG THE AFORESAID EAST LINE OF THE WEST 1/2, A DISTANCE OF 88 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

**DUPAGE COUNTY RECORDER'S CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF DUPAGE )  
THIS INSTRUMENT )  
RECORDED IN THE )  
OFFICE OF DUPAGE COUNTY, ILLINOIS, )  
ON THE \_\_\_\_ DAY OF )  
AT \_\_\_\_ O'CLOCK )  
P.M. AND WAS RECORDED IN BOOK \_\_\_\_ OF )  
PLATS ON PAGE \_\_\_\_ )  
RECORDED OF DEEDS )

**VILLAGE BOARD OF TRUSTEES CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF DUPAGE )  
APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_ A.D. 20\_\_\_\_ )  
BY THE BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM. )  
VILLAGE CLERK ) MAYOR

GENEVA CROSSING  
DOC. No. R97-69651

**SURVEYOR'S CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF DUPAGE )  
I, THOMAS E. FARRINGTON, ILLINOIS PROFESSIONAL LAND SURVEYOR )  
652216, HEREBY STATE THAT I HAVE PREPARED THE ANNEXED PLAT )  
FROM EXISTING PLATS AND RECORDS FOR THE PURPOSE OF )  
ANNEXATION. )  
DATED THIS \_\_\_\_ DAY OF \_\_\_\_ A.D. 20\_\_\_\_ )  
ILLINOIS PROFESSIONAL LAND SURVEYOR 652216 )  
LICENSE EXPIRATION/RENEWAL DATE: 11-30-2010

**DEVELOPER:**  
BISMARCK REAL ESTATE PARTNERS, INC.  
2600 NETWORK, SUITE 130  
FRISCO, TX 75034  
PH: 214-872-4020  
FAX: 214-872-4001

**INTECH CONSULTANTS, INC.**  
ENGINEERS / SURVEYORS  
3415 WALNUT AVENUE, DUBUQUE, ILLINOIS  
TEL: (630) 964-5656 FAX: (630) 364-8082  
E-MAIL: CAD@INTECHCONSULTANTS.COM  
ILLINOIS REGISTRATION NO. 184-000141

Exhibit A

REVISED TYPE: 5-18-10  
REVISED: 5-10-10  
REVISED: 3-18-10  
PREPARED: 2-2-10

SHEET No. 1 of 1 JOB No.: 2008-023

PLAT OF ANNEXATION

C:\Users\p00000000\Documents\2008-023\PLAT OF ANNEXATION\2008-023-01.dwg, APPEND, EXTENDED LAYOUT PLOT, SUP





**PAINT COLOR SCHEDULE F:**

\*ALL COLOR NAMES INDICATED ARE FOR SELECTION PURPOSES ONLY. SEE PAINT SPEC'S FOR SPECIFIC REQUIREMENTS

DESCRIPTION: ALL "FIRESTONE WILLIAMS" COLOR NUMBERS:

REF	COLOR	S.W.#
PT-1	MEGA CRISPE	SW9031
PT-2	HARBOR HULL	SW9021
PT-3	OFFICE WHITE	SW7005
PT-4	BRASS FINISH	SW7110
PT-5	SAFETY RED	SW6024
PT-6	GALE R WHITE	SW9022
PT-7	BLACK	SW9003
PT-8	SUNNY YELLOW	SW4984
PT-9	ROCK HOUSE TAN	SW7189
PT-10	LAVENDER	SW9001
PT-11	GOLDEN WHEAT	SW9005
PT-12	YAKKI BROWN	SW9032
PT-13	ANTIQUE WHITE	SW6110

**Firestone COMPLETE AUTO CARE**

19777 HAYSON ROAD  
ST. LOUIS, MO 63127  
PROJECT MANAGER

NEW FCAC STORE  
"ER 2009 - DECEMBER" LEFT HAND  
SCHMALE ROAD AND MAIN PLACE  
CAROL STREAM IL

ZONE APPROVAL (BY DATE)

VE

CEFR

RM

CU

PROPERTY NO: 00000

STORF NO: 0000

JOB NO: 0000

FILE NAME: ER 8\_A4.DWG

JOB PROJECT NUMBER: 000077

TO REVISION DATE 04-04-08

DATE DATE 04-04-08

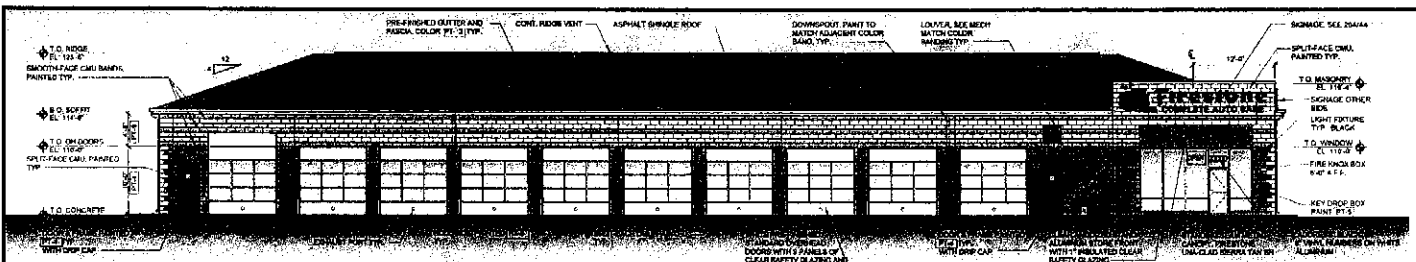
REVISIONS DATE 2-15-10

SHEET NUMBER

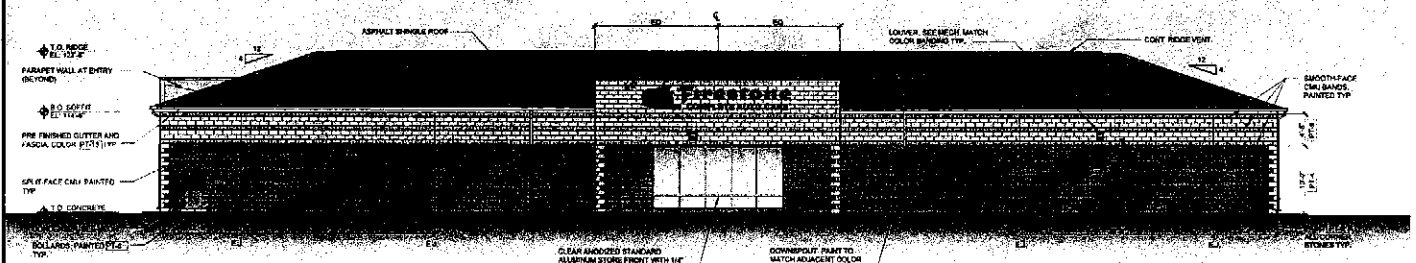
EXTERIOR ELEVATIONS & DETAILS

**A4**

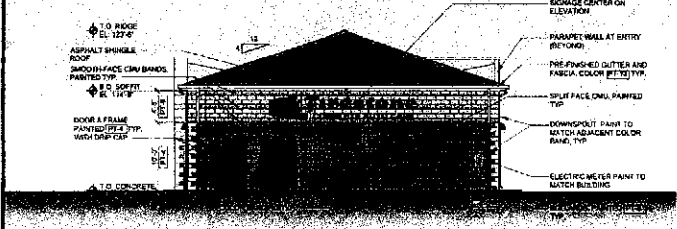
Exhibit D



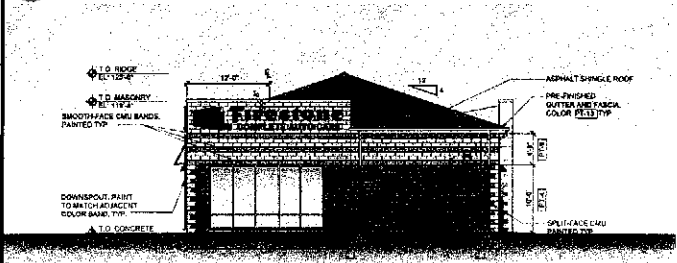
**1 FRONT (SOUTH) ELEVATION**  
SCALE: 1/8" = 1'-0"



**6 REAR (NORTH) ELEVATION**  
SCALE: 1/8" = 1'-0"



**11 LEFT SIDE (WEST) ELEVATION**  
SCALE: 1/8" = 1'-0"



**16 RIGHT SIDE (EAST) ELEVATION**  
SCALE: 1/8" = 1'-0"

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

**AN ORDINANCE ANNEXING CERTAIN PROPERTY TO THE  
VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS  
(500 S. SCHMALE ROAD)**

WHEREAS, Ekatrina Sakolari, sole beneficiary of Suburban Bank and Trust Co., land trust number 74-2838, is the owner of the subject property, such property being legally described on the Plat of Annexation attached hereto as Exhibit A and made a part hereof (the "Property"); and

WHEREAS, Ekatrina Sakolari, has duly executed and filed with the Village Clerk a petition for annexation requesting that the Property be annexed to the Village of Carol Stream; and

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

WHEREAS, legal notices regarding the intention to annex the Property have been sent to all public bodies required to receive such notice by the statutes of the State of Illinois; and

WHEREAS, all petitions, documents and other necessary legal requirements have been done in full compliance with the statutes of the State of Illinois; and

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interests of the Village to annex the Property to the Village.

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

SECTION 1: That the foregoing recitals be incorporated in this Ordinance as if restated in their entirety.



SECTION 2: That the Property, and all unincorporated roads contiguous thereto, be and the same are hereby annexed to and made a part of the Village of Carol Stream, DuPage County, Illinois.

SECTION 3: That this property has been annexed to the Village pursuant to the terms of an annexation agreement, which was approved in Ordinance \_\_\_\_\_, dated June 7, 2010. That annexation agreement will govern the zoning category of the property for twenty (20) years and contains certain restrictions regarding the use of the property.

SECTION 4: That the Village Clerk is hereby directed to record with the Recorder of Deeds and to file with the County Clerk a certified copy of this Ordinance, together with the Plat of Annexation attached hereto.

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

PASSED AND APPROVED THIS 7<sup>th</sup> DAY OF JUNE 2010.

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
Frank Saverino, Sr., Mayor

ATTEST:

\_\_\_\_\_  
Beth Melody, Village Clerk

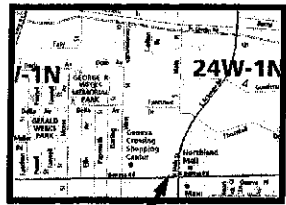
# PLAT OF ANNEXATION

OF  
PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 38 NORTH,  
RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS.

GENEVA CROSSING  
DOC. No. R97-89861



P.I. No. 05-04-304-046  
05-04-304-051  
05-04-304-052  
05-04-304-053



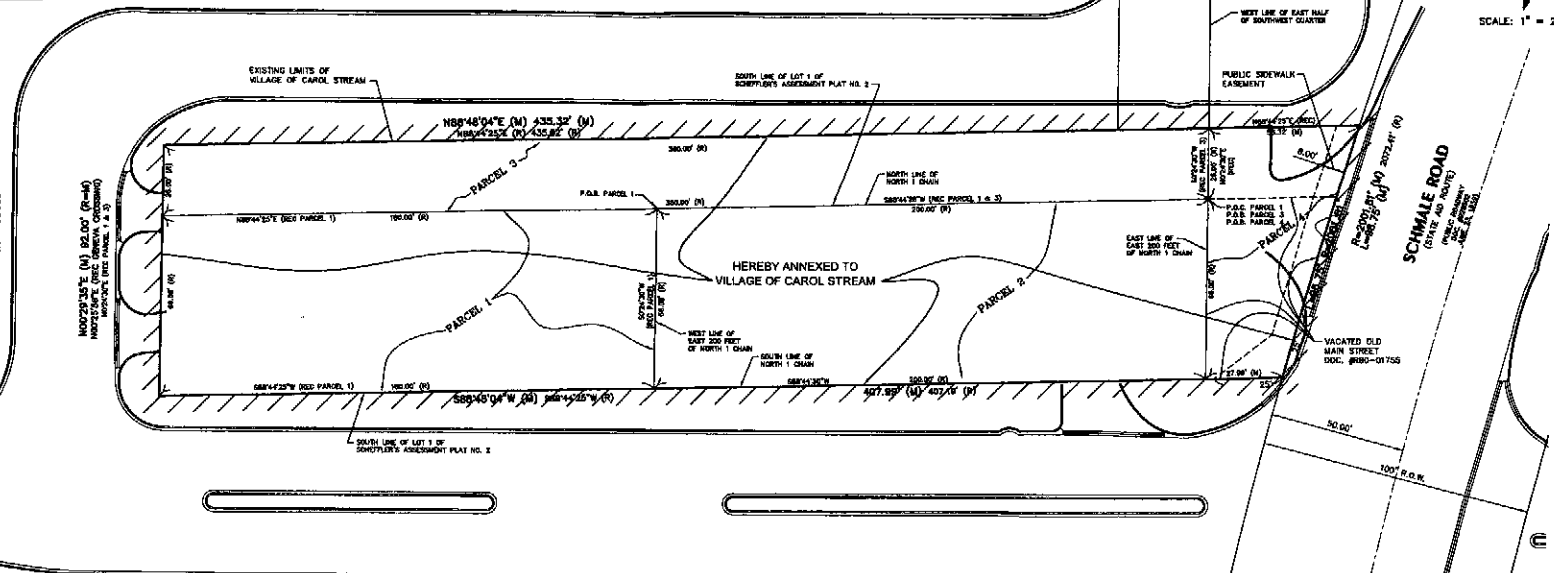
SITE LOCATION MAP  
NOT TO SCALE

- NOTES
1. ALL MEASUREMENTS AND DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
  2. THERE ARE NO ELECTIONS THAT RESIDE ON THE PROPERTY.

SITE AREA: 38,737.60 SQ. FT. = 0.8932 ACRES

LEGEND & ABBREVIATIONS

VILLAGE OF CAROL STREAM LIMITS  
N - NORTH  
S - SOUTH  
E - EAST  
W - WEST  
DOC - DOCUMENT  
No. - NUMBER



### LEGAL DESCRIPTION

PARCEL 1: THAT PART OF LOT 1 OF SCHIFFELERS' ASSESSMENT PLAT NO. 2, OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 16, 1974 AS DOCUMENT R74-2528, AND CORRECTION CERTIFICATE RECORDED JANUARY 20, 1975 AS DOCUMENT R75-2928, DESCRIBED BY BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1 THAT FALLS IN THE CENTER OF MAIN STREET, AND RUNNING THENCE SOUTH 88 DEGREES 44 MINUTES 25 SECONDS WEST ON A SOUTH LINE OF SAID LOT 1, 209.60 FEET TO A CORNER OF SAID LOT 1 FROM A POINT OF BEGINNING, THENCE SOUTH 0 DEGREES 24 MINUTES 30 SECONDS WEST ON AN EAST LINE OF SAID LOT 1, 180.00 FEET TO A SOUTHWEST CORNER OF SAID LOT 1, THENCE SOUTH 88 DEGREES 44 MINUTES 25 SECONDS WEST ON A SOUTH LINE OF SAID LOT 1, 180.00 FEET, THENCE NORTH 0 DEGREES 24 MINUTES 30 SECONDS EAST 56.0 FEET, THENCE NORTH 88 DEGREES 44 MINUTES 25 SECONDS EAST 168.0 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THE EAST 300 FEET OF THE NORTH 1 CHAIN OF THE SOUTH 1/2 CHAIN OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF LOT 1 IN SCHIFFELERS' ASSESSMENT PLAT NO. 2, OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 16, 1974 AS DOCUMENT R74-2528, AND CORRECTION CERTIFICATE RECORDED JANUARY 20, 1975 AS DOCUMENT R75-2928, DESCRIBED BY BEGINNING AT THE MOST EASTERLY SOUTHWEST CORNER OF SAID LOT 1 (IN THE CENTER OF MAIN STREET), AND RUNNING THENCE SOUTH 88 DEGREES 44 MINUTES 25 SECONDS WEST ALONG A SOUTH LINE OF SAID LOT 1 AND SAID SOUTH LINE EXTENDED, 340.0 FEET THENCE NORTH 0 DEGREES 24 MINUTES 30 SECONDS EAST, 28.0 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 25 SECONDS EAST, 180.0 FEET TO A POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 4: THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST EASTERLY SOUTHWEST CORNER OF LOT 1 IN SCHIFFELERS' ASSESSMENT PLAT NO. 2 RECORDED AS DOCUMENT R74-2528 AND CORRECTED BY DOCUMENT R75-2928 (SAID CORNER IS IN THE CENTER OF MAIN STREET) AND RUNNING THENCE SOUTH 88 DEGREES 44 MINUTES 25 SECONDS WEST ALONG A SOUTH LINE OF SAID LOT 1 AND SAID SOUTH LINE EXTENDED, 340.0 FEET THENCE NORTH 0 DEGREES 24 MINUTES 30 SECONDS EAST, 28.0 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 25 SECONDS EAST, 180.0 FEET TO A POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

TOGETHER WITH

THAT PART OF VACATED OLD MAIN STREET, IN SECTION 4, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, VACATED BY PLAT OF VACATION RECORDED JANUARY 7, 1990 AS DOCUMENT R90-0705, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST EASTERLY SOUTHWEST CORNER OF LOT 1 IN SCHIFFELERS' ASSESSMENT PLAT NO. 2 RECORDED AS DOCUMENT R74-2528 AND CORRECTED BY DOCUMENT R75-2928 (SAID CORNER IS IN THE CENTER OF MAIN STREET) AND ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE EASTERLY ON THE EASTERLY EXTENSION OF MOST EASTERLY SOUTH LINE OF APPROXIMATELY LOT 1 (71) IN SCHIFFELERS' ASSESSMENT PLAT NO. 2 RECORDED AS DOCUMENT R74-2528 AND CORRECTED BY DOCUMENT R75-2928 (SAID SOUTH LINE OF APPROXIMATELY LOT 1) AS SHOWN ON THE PLAT OF VACATION RECORDED JUNE 23, 1988 AS DOCUMENT R88-0262; THENCE SOUTHERLY, ALONG SAID WESTERLY LINE, TO ITS INTERSECTION WITH THE MOST EASTERLY SOUTH LINE OF LOT 1 OF SAID SCHIFFELERS' ASSESSMENT PLAT, EXTENDED EAST, THENCE WEST, ALONG SAID EXTENDED SOUTH LINE, TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

GENEVA CROSSING  
DOC. No. R97-89861

DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

THIS INSTRUMENT WAS FILED FOR RECORD IN THE  
RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS,  
ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_,  
AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., AND WAS RECORDED IN BOOK \_\_\_\_\_ OF  
PLATS ON PAGE \_\_\_\_\_.

RECORDER OF DEEDS

VILLAGE BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_,  
BY THE BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM.

VILLAGE CLERK \_\_\_\_\_ MAYOR \_\_\_\_\_

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

I, THOMAS E. FAHRENBAUGH, ILLINOIS PROFESSIONAL LAND SURVEYOR  
#28790, HEREBY STATE THAT I HAVE PREPARED THE ANNEXED PLAT  
FROM EXISTING PLATS AND RECORDS FOR THE PURPOSE OF  
ANNEXATION.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_

ILLINOIS PROFESSIONAL LAND SURVEYOR #28790  
LICENSE EXPIRATION/RENEWAL DATE: 11/30/2019

DEVELOPER:  
BISMARCK REAL ESTATE PARTNERS, INC.  
2600 NETWORK, SUITE 130  
FRISCO, TX 76034  
PH: 214-872-4020  
FAX: 214-872-4001

## Exhibit A

REVISED TYPO: 5-18-10  
REVISED: 5-10-10  
REVISED: 5-18-10  
PREPARED: 2-2-10

**ITECH CONSULTANTS, INC.**  
ENGINEERS / SURVEYORS  
5413 WALNUT AVENUE, DOWNERS GROVE, ILLINOIS  
TEL: (630) 964-5856 FAX: (630) 964-5852  
E-MAIL: CADMINT@TECHCONSULTANTS.COM  
ILLINOIS REGISTRATION No. 184-01040

SHEET No. 1 of 1 JOB No.: 2008-023

PLAT OF ANNEXATION

C:\land\pfiles\2008\023\023\023.PLAT.dwg, ANNOT, 6/12/2010, 1:49:40 PM, RLK

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

**AN ORDINANCE ZONING NEWLY ANNEXED PROPERTY  
UPON ANNEXATION TO B-3 SERVICE DISTRICT  
(500 S. SCHMALE ROAD)**

WHEREAS, the land described in this Ordinance has been annexed to the Village of Carol Stream; and

WHEREAS, such land is the subject of an annexation agreement which provides that the Village would zone the land in accordance with that agreement; and

WHEREAS, prior to the annexation of the land and the entrance into the annexation agreement, all hearings required to be held before agencies of the Village took place, pursuant to proper legal notice, including a public hearing concerning the zoning for this property.

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

SECTION 1: That the land legally described in Section 1 of this Ordinance shall be zoned B-3 Service District pursuant to the Carol Stream Zoning Code, Section 16-15-7, legally described in the Annexation Agreement.

**LEGAL DESCRIPTION**

PARCEL 1: THAT PART OF LOT 1 OF SCHEFFLER'S ASSESSMENT PLAT NO. 2, OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 16, 1974 AS DOCUMENT R74-2536, AND CORRECTION CERTIFICATE RECORDED JANUARY 20, 1975 AS DOCUMENT R75-2930, DESCRIBED BY COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1 THAT FALLS IN THE CENTER OF MAIN STREET, AND RUNNING THENCE SOUTH 88 DEGREES 44 MINUTES 25 SECONDS WEST ON A SOUTH LINE OF SAID LOT 1, 200.00 FEET TO A CORNER OF SAID LOT 1 FOR A POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 24 MINUTES 30 SECONDS WEST ON AN EAST LINE OF SAID LOT 1, 66.0 FEET TO A SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 88 DEGREES 44 MINUTES 25 SECONDS WEST ON A SOUTH LINE OF SAID LOT 1, 180.0 FEET; THENCE NORTH 0 DEGREES 24 MINUTES 30 SECONDS EAST 66.0 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 25 SECONDS EAST 180.0 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THE EAST 200 FEET OF THE NORTH 1 CHAIN OF THE SOUTH 13.30 CHAINS OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF LOT 1 IN SCHEFFLER'S ASSESSMENT PLAT NO. 2, OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 16, 1974 AS DOCUMENT R74-2536, AND CORRECTION CERTIFICATE RECORDED JANUARY 20, 1975 AS DOCUMENT R75-2930, DESCRIBED BY BEGINNING AT THE MOST EASTERLY SOUTHEAST CORNER OF SAID LOT 1 (IN THE CENTER OF MAIN STREET) AND RUNNING THENCE SOUTH 88 DEGREES 44 MINUTES 25 SECONDS WEST ALONG A SOUTH LINE OF SAID LOT 1 AND SAID SOUTH LINE EXTENDED, 380.0 FEET; THENCE NORTH 0 DEGREES 24 MINUTES 30 SECONDS EAST, 26.0 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 25 SECONDS EAST, 380.0 FEET TO AN EAST LINE OF SAID LOT 1 ( IN THE CENTER OF MAIN STREET); THENCE SOUTH 0 DEGREES 24 MINUTES 30 SECONDS WEST, 26.0 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 4: THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST EASTERLY SOUTHEAST CORNER OF LOT 1 IN SCHEFFLER'S ASSESSMENT PLAT NO. 2 RECORDED AS DOCUMENT R74-2536 AND CORRECTED BY DOCUMENT R75-2930 (SAID CORNER IS IN THE CENTER OF MAIN STREET AND ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 4); THENCE NORTH 0 DEGREES 24 MINUTES 30 SECONDS EAST, ALONG SAID WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 (ALSO BEING ON THE EAST LINE OF SAID LOT 1 AND IN THE CENTER OF MAIN STREET), 26.0 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 25 SECONDS EAST TO THE WESTERLY LINE OF SCHMALE ROAD (STATE AID ROUTE 36), AS SHOWN ON THE PLAT OF DEDICATION RECORDED JUNE 23, 1959 AS DOCUMENT 928502; THENCE SOUTHERLY, ALONG SAID WESTERLY LINE, TO ITS INTERSECTION WITH THE MOST EASTERLY SOUTH LINE OF LOT 1 OF SAID SCHEFFLER'S ASSESSMENT PLAT, EXTENDED EAST; THENCE WEST, ALONG SAID EXTENDED SOUTH LINE, TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

TOGETHER WITH

THAT PART OF VACATED OLD MAIN STREET, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, VACATED BY PLAT OF VACATION RECORDED JANUARY 7, 1980 AS DOCUMENT R80-01755, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST EASTERLY SOUTHEAST CORNER OF LOT 1 IN SCHEFFLER'S ASSESSMENT PLAT NO. 2 RECORDED AS DOCUMENT R74-2536 AND CORRECTED BY DOCUMENT R75-2930 (SAID CORNER IS IN THE CENTER OF MAIN STREET AND ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 4); THENCE EASTERLY ON THE EASTERLY EXTENSION OF MOST EASTERLY SOUTH LINE OF AFORESAID LOT 1 TO THE WESTERLY LINE OF SCHMALE ROAD (STATE AID ROUTE 36), AS SHOWN ON THE PLAT OF DEDICATION RECORDED JUNE 23, 1959 AS DOCUMENT 928502; THENCE SOUTHERLY, ALONG SAID WESTERLY LINE, TO ITS INTERSECTION WITH THE EASTERLY EXTENSION OF SOUTH LINE OF THE EAST 200 FEET OF THE NORTH 1 CHAIN OF THE SOUTH 13.30 CHAINS OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE WESTERLY ON SAID EASTERLY EXTENSION OF THE SOUTH LINE, TO THE AFORESAID EAST LINE OF THE WEST 1/2; THENCE NORTHERLY ALONG THE AFORESAID EAST LINE OF THE WEST 1/2, A DISTANCE OF 66 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

SECTION 2: That the zoning for the land described in Section 1 shall require the land described therein shall be developed solely in accordance with the terms of an agreement known as Annexation Agreement for 500 S. Schmale Road, which was approved in Ordinance No. \_\_\_\_\_, dated June 7, 2010, and that all exhibits thereto, passed and approved by the Mayor and Board of Trustees of the Village of Carol Stream.

SECTION 3: This ordinance shall be in full force and effect from and after this passage, approval and publication in pamphlet form as provided by law, provided, however, that this ordinance is executed by the owners of the subject property or such other party in interest, consenting to and agreeing to be bound by the terms and conditions contained within this ordinance. Such execution and delivery to the Village shall take place within sixty (60) days after the passage and approval of this ordinance, or within such extension of time as may be granted by the corporate authorities by motion.

SECTION 4: That failure of the owner or other party in interest, or a subsequent owner or other party in interest, to comply with the terms of this ordinance, after execution of said ordinance, shall subject the owner or party in interest to the penalties set forth in Section 16-17-7, A and B of the village of Carol Stream Zoning Ordinance.

PASSED AND APPROVED THIS 7<sup>TH</sup> DAY OF JUNE 2010.

AYES:

NAYS:

ABSENT:

---

Frank Saverino, Sr., Mayor

ATTEST:

---

Beth Melody, Village Clerk

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

**AN ORDINANCE GRANTING A SPECIAL USE FOR PLANNED UNIT DEVELOPMENT  
AND AN AUTOMOBILE SERVICE STATION, AND APPROVING A  
PRELIMINARY/FINAL PLANNED UNIT DEVELOPMENT PLAN  
(FIRESTONE COMPLETE AUTO CARE, 500 S. SCHMALE ROAD)**

WHEREAS, Robert Strandt, Executive Vice-President for Bismarck Real Estate Partners, has requested a Special Use for a Planned Unit Development in accordance with Sections 16-9-2(C)(1) and 16-9-4 (C)(1) of the Carol Stream Zoning Code, a Special Use for an Automobile Service Station in accordance with Section 16-9-4 (C)(3) of the Carol Stream Zoning Code, and the approval of a combined Preliminary/Final Planned Unit Development Plan in accordance with Sections 16-16-3 and 16-16-4 of the Carol Stream Zoning Code; and

WHEREAS, pursuant to proper legal notice, on April 12, 2010, the Combined Plan Commission/Zoning Board of Appeals considered the request for these special uses and have determined that they would not pose a negative effect on property values in the area nor would they be unreasonably detrimental to the public health, safety or general welfare; and

WHEREAS, the corporate authorities find that the approval of the Preliminary/Final Planned Unit Development (PUD) Plan and the granting of these special uses for a Planned Unit Development and an Automobile Service Station would not be inconsistent with surrounding uses nor be contrary to the intent of the Zoning Code of the Village provided certain conditions are met.

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

SECTION 1: That the property legally described in Section 1 of this Ordinance, commonly known as 500 S. Schmale Road be granted approval of a Special Use for a

Planned Unit Development, a Special Use for an Automobile Service Station, and approval of the combined Preliminary/Final Planned Unit Development Plan, as shown on the Preliminary/Final PUD Plan (Exhibit "A", prepared by Intech Consultants, 5413 Walnut Avenue, Downers Grove, IL, dated June 1, 2010), the Landscape Plan (Exhibit "B", prepared by Charles Vincent George, 604 N. Washington Street, Naperville, IL, dated March 15, 2010), and the Building Elevation Plan (Exhibit C, prepared by Casco, 10877 Watson Road, St. Louis, MO), subject to the following conditions:

1. That the applicant shall work with the owner of the Geneva Crossing Shopping Center (Regency Centers) to ensure that proper cross access easements are established to accommodate motor vehicle access from the west side of the Firestone property to the adjacent shopping center drive.
2. That the landscape materials shall be installed in accordance with the approved landscape plan, with the exception that Village staff may authorize alternative plant materials as needed to ensure that salt tolerant plants will be planted.
3. That all landscape materials shall be maintained in a healthy, neat condition, with dead or dying materials being replaced in accordance with the approved plan on an annual basis.
4. That, consistent with the approved building elevation plans, no roof top mechanical units shall be installed on the building.
5. That there shall be no regular outdoor display of merchandise on the property.
6. That inoperable vehicles shall not regularly be parked or stored outdoors on the property, and that vehicles for which repairs are incomplete shall be kept indoors in a service bay as opposed to being parked outside the building.
7. That used solvents, fluids and car parts shall be properly disposed of, and that these items will not be stored or be permitted to accumulate outdoors on the property.
8. That vehicles shall only be repaired or serviced inside the building, and that repair or servicing vehicles outside in the parking lot shall not be permitted.
9. That the gates to the trash enclosure shall be kept closed at all times except for when trash is being deposited in the enclosure or when the dumpsters are being emptied.



10. That the Final Plat of Subdivision shall be revised to correct the location of easements, easement language and certificate language to the satisfaction of the Village Engineer, and that once corrected and approved by the Village Engineer, the applicant shall provide the Village with a Mylar copy of the plat with all required signatures, except for those of Village of Carol Stream officials and staff.

11. The business and property shall be operated and maintained in accordance with all applicable state, county and village codes and requirements.

**LEGAL DESCRIPTION**

PARCEL 1: THAT PART OF LOT 1 OF SCHEFFLER'S ASSESSMENT PLAT NO. 2, OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 16, 1974 AS DOCUMENT R74-2536, AND CORRECTION CERTIFICATE RECORDED JANUARY 20, 1975 AS DOCUMENT R75-2930, DESCRIBED BY COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1 THAT FALLS IN THE CENTER OF MAIN STREET, AND RUNNING THENCE SOUTH 88 DEGREES 44 MINUTES 25 SECONDS WEST ON A SOUTH LINE OF SAID LOT 1, 200.00 FEET TO A CORNER OF SAID LOT 1 FOR A POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 24 MINUTES 30 SECONDS WEST ON AN EAST LINE OF SAID LOT 1, 66.0 FEET TO A SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 88 DEGREES 44 MINUTES 25 SECONDS WEST ON A SOUTH LINE OF SAID LOT 1, 180.0 FEET; THENCE NORTH 0 DEGREES 24 MINUTES 30 SECONDS EAST 66.0 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 25 SECONDS EAST 180.0 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THE EAST 200 FEET OF THE NORTH 1 CHAIN OF THE SOUTH 13.30 CHAINS OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF LOT 1 IN SCHEFFLER'S ASSESSMENT PLAT NO. 2, OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 16, 1974 AS DOCUMENT R74-2536, AND CORRECTION CERTIFICATE RECORDED JANUARY 20, 1975 AS DOCUMENT R75-2930, DESCRIBED BY BEGINNING AT THE MOST EASTERLY SOUTHEAST CORNER OF SAID LOT 1 (IN THE CENTER OF MAIN STREET) AND RUNNING THENCE SOUTH 88 DEGREES 44 MINUTES 25 SECONDS WEST ALONG A SOUTH LINE OF SAID LOT 1 AND SAID SOUTH LINE EXTENDED, 380.0 FEET; THENCE NORTH 0 DEGREES 24 MINUTES 30 SECONDS EAST, 26.0 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 25 SECONDS EAST, 380.0 FEET TO AN EAST LINE OF SAID LOT 1 ( IN THE CENTER OF MAIN STREET); THENCE SOUTH 0

DEGREES 24 MINUTES 30 SECONDS WEST, 26.0 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 4: THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST EASTERLY SOUTHEAST CORNER OF LOT 1 IN SCHEFFLER'S ASSESSMENT PLAT NO. 2 RECORDED AS DOCUMENT R74-2536 AND CORRECTED BY DOCUMENT R75-2930 (SAID CORNER IS IN THE CENTER OF MAIN STREET AND ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 4); THENCE NORTH 0 DEGREES 24 MINUTES 30 SECONDS EAST, ALONG SAID WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 (ALSO BEING ON THE EAST LINE OF SAID LOT 1 AND IN THE CENTER OF MAIN STREET), 26.0 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 25 SECONDS EAST TO THE WESTERLY LINE OF SCHMALE ROAD (STATE AID ROUTE 36), AS SHOWN ON THE PLAT OF DEDICATION RECORDED JUNE 23, 1959 AS DOCUMENT 928502; THENCE SOUTHERLY, ALONG SAID WESTERLY LINE, TO ITS INTERSECTION WITH THE MOST EASTERLY SOUTH LINE OF LOT 1 OF SAID SCHEFFLER'S ASSESSMENT PLAT, EXTENDED EAST; THENCE WEST, ALONG SAID EXTENDED SOUTH LINE, TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

TOGETHER WITH

THAT PART OF VACATED OLD MAIN STREET, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, VACATED BY PLAT OF VACATION RECORDED JANUARY 7, 1980 AS DOCUMENT R80-01755, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST EASTERLY SOUTHEAST CORNER OF LOT 1 IN SCHEFFLER'S ASSESSMENT PLAT NO. 2 RECORDED AS DOCUMENT R74-2536 AND CORRECTED BY DOCUMENT R75-2930 (SAID CORNER IS IN THE CENTER OF MAIN STREET AND ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 4); THENCE EASTERLY ON THE EASTERLY EXTENSION OF MOST EASTERLY SOUTH LINE OF AFORESAID LOT 1 TO THE WESTERLY LINE OF SCHMALE ROAD (STATE AID ROUTE 36), AS SHOWN ON THE PLAT OF DEDICATION RECORDED JUNE 23, 1959 AS DOCUMENT 928502; THENCE SOUTHERLY, ALONG SAID WESTERLY LINE, TO ITS INTERSECTION WITH THE EASTERLY EXTENSION OF SOUTH LINE OF THE EAST 200 FEET OF THE NORTH 1 CHAIN OF THE SOUTH 13.30 CHAINS OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE WESTERLY ON SAID EASTERLY EXTENSION OF THE SOUTH LINE, TO THE AFORESAID EAST LINE OF THE WEST 1/2; THENCE NORTHERLY ALONG THE AFORESAID EAST LINE OF THE WEST 1/2, A DISTANCE OF 66 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

SECTION 2: This Ordinance shall be in full force and effect from and after the passage, approval and publication in pamphlet form as provided by law, provided, however, that this Ordinance is executed by the owners of the subject property or

such other party in interest, consenting to and agreeing to be bound by the terms and conditions contained within this Ordinance. Such execution and delivery to the Village shall take place within sixty (60) days after the passage and approval of this Ordinance, or within such extension of time as may be granted by the corporate authorities by motion.

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

PASSED AND APPROVED THIS 7<sup>TH</sup> DAY OF JUNE 2010.

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
Frank Saverino, Sr., Mayor

ATTEST:

\_\_\_\_\_  
Beth Melody, Village Clerk

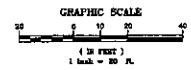
I, \_\_\_\_\_, being the owner or other party of interest of the property

(please print)

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

\_\_\_\_\_  
(Date)

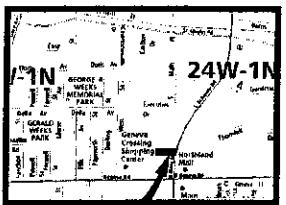
\_\_\_\_\_  
(signature)



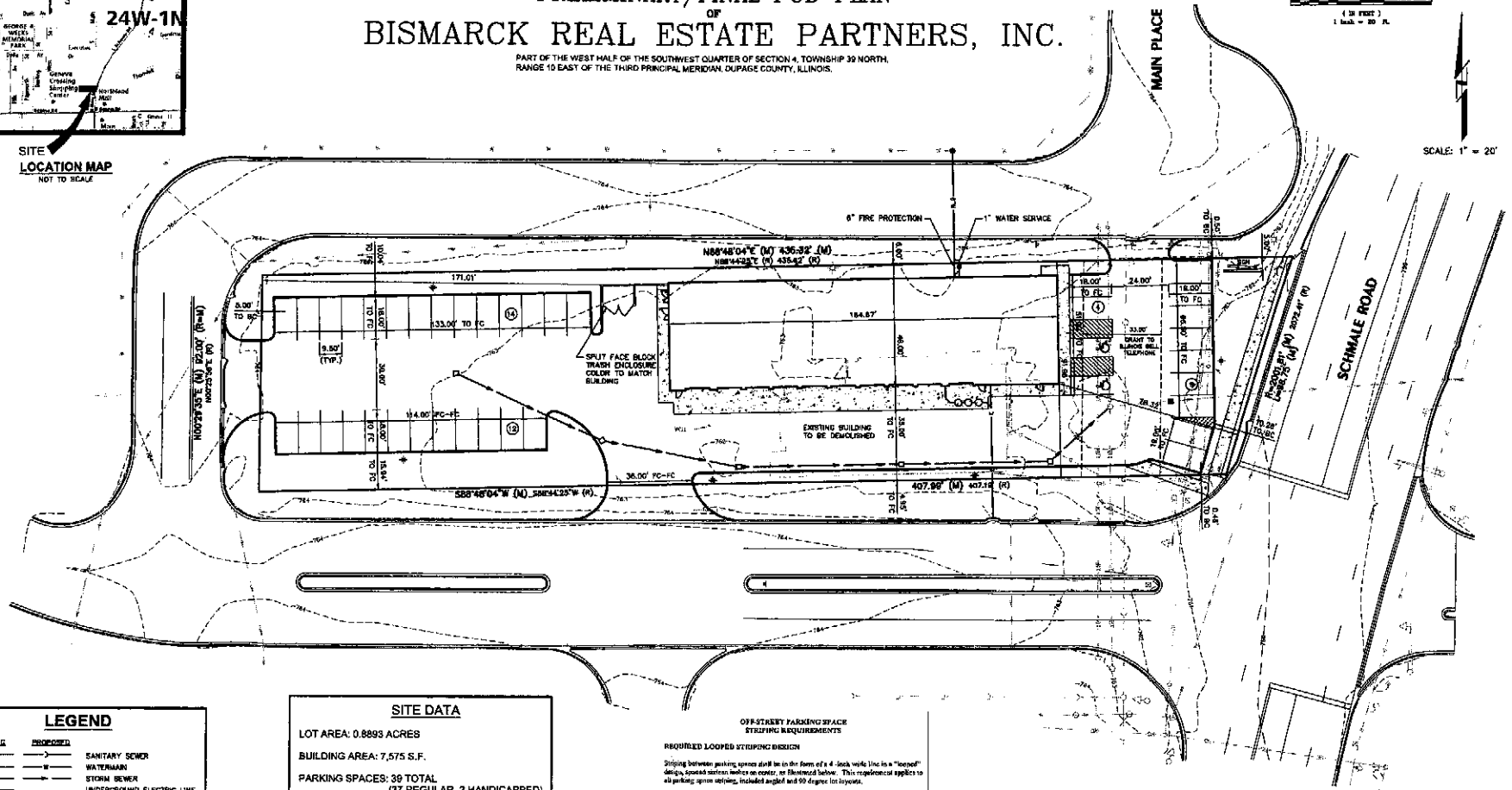
SCALE: 1" = 20'

# PRELIMINARY/FINAL PUD PLAN OF BISMARCK REAL ESTATE PARTNERS, INC.

PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH,  
RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS.



SITE LOCATION MAP  
NOT TO SCALE



**LEGEND**

EXISTING	PROPOSED	
—S—	—S—	SANITARY SEWER
—W—	—W—	WATERMAIN
—SB—	—SB—	STORM SEWER
—E—	—E—	UNDERGROUND ELECTRIC LINE
—OW—	—OW—	OVERHEAD WIRES
—G—	—G—	GAS LINE
—T—	—T—	TELEPHONE LINE
—F—	—F—	FENCE
△	●	FIRE HYDRANT
▽	●	VALVE IN VAULT
□	□	WELT
○	○	DATCH BASIN
○	○	MANHOLE WITH OPEN LID
○	○	MANHOLE WITH CLOSED LID
○	○	LIGHT POLE
○	○	POWER POLE
○	○	SIGN
—	—	CURB & GUTTER
○	○	SPOT ELEVATION
—	—	CONTOUR

**SITE DATA**

LOT AREA: 0.8895 ACRES  
 BUILDING AREA: 7,575 S.F.  
 PARKING SPACES: 39 TOTAL  
 (37 REGULAR, 2 HANDICAPPED)

EXISTING ZONING: DUPAGE COUNTY I-1 LIGHT INDUSTRIAL, B-2 GENERAL BUSINESS  
 PROPOSED ZONING: B-3 CAROL STREAM

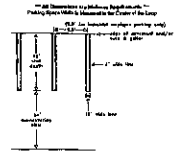
**DEVIATION FROM CAROL STREAM MUNICIPAL CODE REQUIREMENTS**

	REQUIRED	PROVIDED
1. FRONT BUILDING SETBACK	100'	78.32'
2. PARKING SETBACK FROM R.O.W.	20'	10.26' (SCHMALE RD) 0.5' (MAIN PLACE)
3. PUD ACREAGE	> 1 ACRE	0.889 ACRE

**OFF-STREET PARKING SPACE STRIPING REQUIREMENTS**

**REQUIRED LOOPED STRIPING DESIGN**

Striping between parking spaces shall be in the form of a 4" black wide line in a "looped" design, spaced across width as noted on sheet below. This requirement applies to all parking spaces unless indicated otherwise. This requirement applies to all parking spaces unless indicated otherwise and 90 degree lot layouts.



**DEVELOPER:**  
 BISMARCK REAL ESTATE PARTNERS, INC.  
 2800 NETWORK, SUITE 130  
 FRISCO, TX 75034  
 PH: 214-872-4020  
 FAX: 214-872-4001

**INTECH CONSULTANTS, INC.**  
**ENGINEERS / SURVEYORS**  
 5413 WALNUT AVENUE, DOWNS GROVE, ILLINOIS  
 TEL: (630) 564-8656 FAX: (630) 564-8922  
 E-MAIL: CAD@INTECHCONSULTANTS.COM  
 ILLINOIS REGISTRATION No. 164-001040

REVISED: 8-1-10  
 REVISED: 1-18-10  
 PREPARED: 2-2-10

SHEET No. 1 of 1 JOB No.: 2009-023

Exhibit A

PRELIMINARY/FINAL PUD PLAN

DRAWN BY: J. B. BROWN, CHECKED BY: J. B. BROWN, DATE: 08/01/10, PROJECT: 2009-023

**COPYRIGHT:**  
 THESE PLANS AND THE INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF CHARLES VINCENT GEORGE DESIGN GROUP, INC. NO PART OF THESE PLANS OR THE INFORMATION CONTAINED HEREIN MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CHARLES VINCENT GEORGE DESIGN GROUP, INC. THE CONSULTANT HAS NOT CONDUCTED A VISUAL SURVEY OF THE PROJECT SITE AND HAS NOT CONDUCTED A VISUAL SURVEY OF THE PROJECT SITE. THE CONSULTANT HAS NOT CONDUCTED A VISUAL SURVEY OF THE PROJECT SITE. THE CONSULTANT HAS NOT CONDUCTED A VISUAL SURVEY OF THE PROJECT SITE.

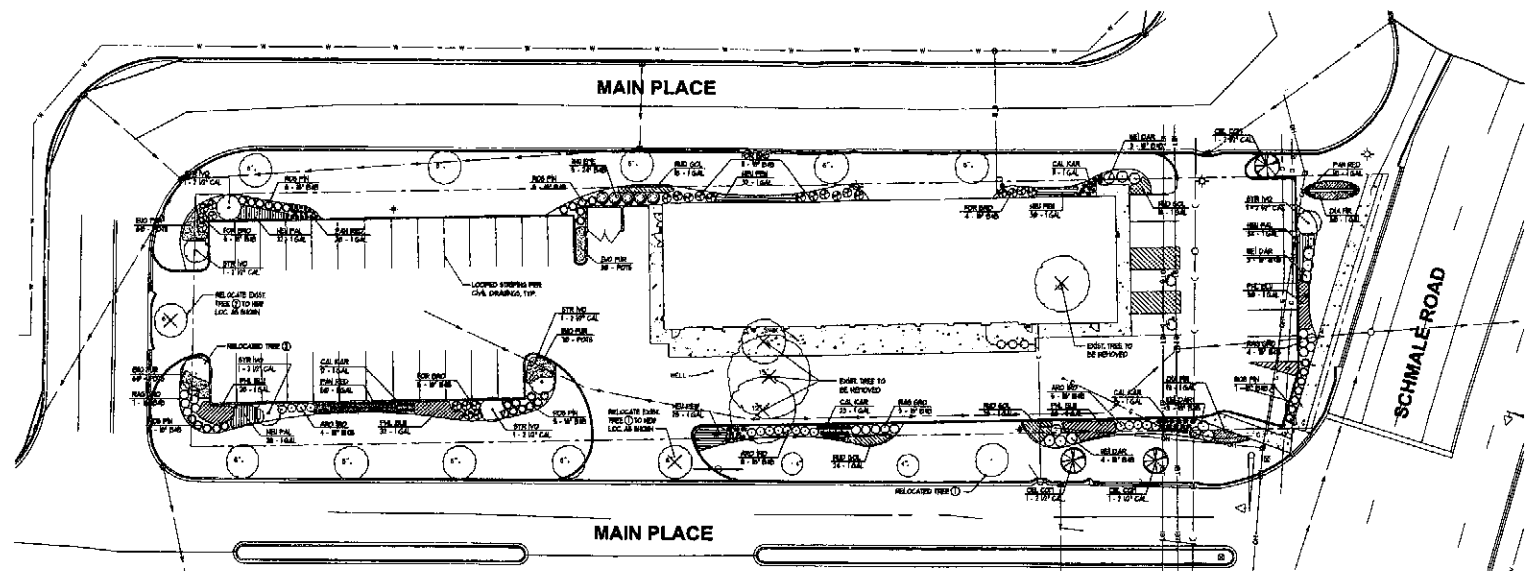
**DATE:** 01/28/2010  
**PROJECT:** NEW FIRESTONE FACILITY FOR: BISMARCK REAL ESTATE PARTNERS  
 500 S. SCHMALE ROAD  
 CAROL STREAM, ILLINOIS

**BISMARCK REAL ESTATE PARTNERS**  
 500 S. SCHMALE ROAD  
 CAROL STREAM, ILLINOIS

**LANDSCAPE PLAN**

**DATE:** 01/28/2010  
**PROJECT:** NEW FIRESTONE FACILITY FOR: BISMARCK REAL ESTATE PARTNERS  
 500 S. SCHMALE ROAD  
 CAROL STREAM, ILLINOIS

**DATE:** 01/28/2010  
**PROJECT:** NEW FIRESTONE FACILITY FOR: BISMARCK REAL ESTATE PARTNERS  
 500 S. SCHMALE ROAD  
 CAROL STREAM, ILLINOIS



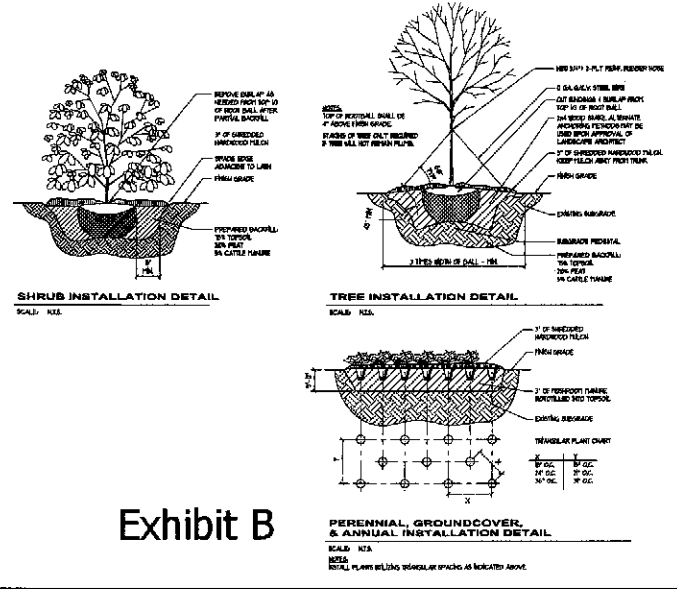
**LANDSCAPING SCHEDULE**

PLANT SCHEDULE					
SYMBOL	ABBREVIATION	BOTANICAL NAME	CULTIVAR NAME	SIZE	QUANTITY
<b>TREES</b>					
(Symbol)	HYD	HYDRANGEA	HYDRANGEA	3" W" CAL.	6
(Symbol)	CEL	CELASTRUM	CELASTRUM	3" W" CAL.	3
<b>SHRUBS</b>					
(Symbol)	AND	ANDROMEDA	ANDROMEDA	18" DIA.	11
(Symbol)	SPG	SPARGANGLIA	SPARGANGLIA	18" DIA.	8
(Symbol)	FOR	FORSYTHIA	FORSYTHIA	18" DIA.	75
(Symbol)	ROD	RODODENDRON	RODODENDRON	18" DIA.	35
(Symbol)	CHI	CHAMAENOPHYLLIS	CHAMAENOPHYLLIS	24" DIA.	8
(Symbol)	TRG	TRICHOPHYLLIS	TRICHOPHYLLIS	24" DIA.	5
<b>PERENNIALS &amp; GRASSES</b>					
(Symbol)	GRG	GRASS	GRASS	1 GAL.	40
(Symbol)	TRG	TRICHOPHYLLIS	TRICHOPHYLLIS	1 GAL.	24
(Symbol)	TRG	TRICHOPHYLLIS	TRICHOPHYLLIS	1 GAL.	80
(Symbol)	TRG	TRICHOPHYLLIS	TRICHOPHYLLIS	1 GAL.	20
(Symbol)	TRG	TRICHOPHYLLIS	TRICHOPHYLLIS	1 GAL.	10
(Symbol)	TRG	TRICHOPHYLLIS	TRICHOPHYLLIS	1 GAL.	11
(Symbol)	TRG	TRICHOPHYLLIS	TRICHOPHYLLIS	1 GAL.	10
<b>GROUND COVER</b>					
(Symbol)	TRG	TRICHOPHYLLIS	TRICHOPHYLLIS	1 GAL.	10

**LANDSCAPE PLAN**  
 SCALE: 1" = 20'-0"

**LANDSCAPING GENERAL NOTES**

- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR CHECKING ALL UTILITIES AND OVERHEAD WIRELINES AT ALL LOCATIONS.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF SUBCONTRACTORS' SUPPLIERS AS REQUIRED TO ACCOMPLISH PLANTING OPERATIONS.
- QUANTITY LISTS ARE LISTED AS A CONVENIENCE. THE CONTRACTOR SHALL VERIFY ALL QUANTITIES.
- PROVIDE EOP AT ALL AREAS DISBURSED BY THE WORK UNLESS NOTED OTHERWISE.
- ALL SITES TO BE PLANTED MUST BE PROTECTED BY THE CONTRACTOR PRIOR TO DIGGING HOLES.
- STAKE THE LOCATION OF ALL TREES PRIOR TO DIGGING HOLES. ANY TREE PLANTED WITHOUT FINAL LOCATION APPROVAL BY THE PROJECT MANAGER WILL BE REJECTED TO BE RELOCATED TO THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE RELOCATION OF ANY TREE TO BE RELOCATED.
- ALL TREES IN A PLOT SHALL HAVE MATCHING FOLIAGE UNLESS NOTED OTHERWISE.
- ALL TREES MUST BE PLANTED WITH PROPER CARE AND MAINTENANCE. ALL TREES MUST BE PLANTED WITH PROPER CARE AND MAINTENANCE. ALL TREES MUST BE PLANTED WITH PROPER CARE AND MAINTENANCE.
- LANDSCAPE PLANS SHALL COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE REGULATIONS AND ORDINANCES AS REQUIRED BY THE LOCAL JURISDICTION.
- TREES SHALL BE SET BACK A MINIMUM OF 10'-0" HORIZONTALLY FROM ALL UTILITIES, INCLUDING BUT NOT LIMITED TO MANHOLES, VALVE VENTS, AND OTHER UTILITIES. CONTRACTOR TO MAKE NECESSARY ADJUSTMENTS AS REQUIRED AND APPROVED BY OWNER PRIOR TO DIGGING OPERATIONS.
- LANDSCAPE CONTRACTOR SHALL VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO DIGGING OPERATIONS. (SEE UTILITY LOCATION FOR EXISTING UTILITIES AND ALL).
- PLANTING BEDS SHALL BE ELEVATED SUFFICIENTLY TO PROVIDE PROPER DRAINAGE. ROOT BALLS OF TREES SHALL BE ELEVATED ABOVE FINISHED GRADE AS INDICATED ON INSTALLATION OF SALS. ALL GRASSING SHALL BE ELEVATED ABOVE FINISHED GRADE AND HAVE PROPER DRAINAGE IN ALL AREAS. UNLESS THE LANDSCAPE CONTRACTOR INDICATES OTHERWISE PRIOR TO START OF WORK, ALL AREAS SHALL BE ELEVATED TO FINISHED GRADE.
- PLANT MATERIAL SHALL BE NURSERY GROWN AND AS PER SPEC AND DELIVERED ON CONTAINER GROWN SALS INDICATED ON PLANS. IF ANY PLANT MATERIAL IS FOUND TO BE DEFECTIVE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING THE DEFECTIVE MATERIAL. ALL PLANT MATERIAL SHALL BE ELEVATED ABOVE FINISHED GRADE AS INDICATED ON INSTALLATION OF SALS. ALL GRASSING SHALL BE ELEVATED ABOVE FINISHED GRADE AND HAVE PROPER DRAINAGE IN ALL AREAS. UNLESS THE LANDSCAPE CONTRACTOR INDICATES OTHERWISE PRIOR TO START OF WORK, ALL AREAS SHALL BE ELEVATED TO FINISHED GRADE.
- CONTRACTOR SHALL OBTAIN ONE (1) COPY OF ALL PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES PRIOR TO INSTALLATION OF PLANT MATERIALS AND ANY ADJUSTMENT OF SALS. UNLESS NOTED OTHERWISE, ALL PERMITS AND APPROVALS SHALL BE OBTAINED PRIOR TO INSTALLATION OF PLANT MATERIALS AND ANY ADJUSTMENT OF SALS.
- PRIOR TO ANY CONSTRUCTION OPERATIONS, THE CONTRACTOR SHALL PROTECT EXISTING TREES AND OTHER VEGETATION INDICATED TO REMAIN IN PLACE. ANY DAMAGE TO EXISTING TREES AND OTHER VEGETATION SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES PRIOR TO START OF WORK. ALL PERMITS AND APPROVALS SHALL BE OBTAINED PRIOR TO START OF WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES PRIOR TO START OF WORK. ALL PERMITS AND APPROVALS SHALL BE OBTAINED PRIOR TO START OF WORK.
- THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE PROJECT MANAGER A MINIMUM OF 48 HOURS PRIOR TO COMMENCEMENT OF WORK.



**Exhibit B**

**PAINT COLOR SCHEDULE**

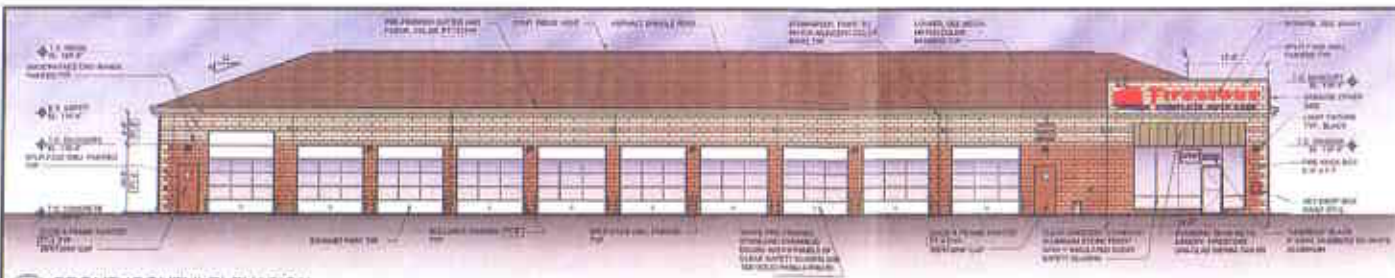
NOTE: ALL COLOR SAMPLES SHOWN ARE FOR REFERENCE PURPOSES ONLY. USE PAINT WHICH MEETS SPECIFICATIONS AND IS AVAILABLE AT THE TIME OF CONSTRUCTION.

NO.	COLOR	NAME
101	BRICK	BRICK
102	TRUSS	TRUSS
103	TRUSS	TRUSS
104	TRUSS	TRUSS
105	TRUSS	TRUSS
106	TRUSS	TRUSS
107	TRUSS	TRUSS
108	TRUSS	TRUSS
109	TRUSS	TRUSS
110	TRUSS	TRUSS
111	TRUSS	TRUSS
112	TRUSS	TRUSS
113	TRUSS	TRUSS
114	TRUSS	TRUSS
115	TRUSS	TRUSS
116	TRUSS	TRUSS
117	TRUSS	TRUSS
118	TRUSS	TRUSS
119	TRUSS	TRUSS
120	TRUSS	TRUSS



**Firestone**  
COMMERCIAL AUTO CARE

NEW FCAC STORE  
"ER 2009 - DECEMBER" LEFT HAND  
SCHMALE ROAD AND MAIN PLACE  
CAROL STREAM IL



1 FRONT (SOUTH) ELEVATION  
SCALE: 1/8" = 1'-0"



2 REAR (NORTH) ELEVATION  
SCALE: 1/8" = 1'-0"



11 LEFT SIDE (WEST) ELEVATION  
SCALE: 1/8" = 1'-0"



16 RIGHT SIDE (EAST) ELEVATION  
SCALE: 1/8" = 1'-0"

DATE: 01/11/11

BY: [Signature]

NO.:

CD:

PROJECT NO.: 2009

DATE: 01/11/11

BY: [Signature]

NO.:

CD:

SCALE: EXTERIOR ELEVATIONS & DETAILS  
A4

Exhibit C

# AGENDA ITEM

H-5 6-7-10

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

**AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR  
THE VILLAGE OF CAROL STREAM FOR THE YEAR COMMENCING  
MAY 1, 2010 AND ENDING APRIL 30, 2011**

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

SECTION 1: That Ordinance No. 2010-04-17 shall be amended in that the  
2010-11 Expenditure Budget for the General Corporate Fund shall be increased from  
\$21,265,621 to \$21,281,971 to recognize expenses which will accrue to the Concert  
Series Account (01750000-52288) in the amount of \$16,350.

SECTION 2: That Ordinance No. 2010-04-17 shall be amended in that the  
2010-11 Revenue Budget for the General Corporate Fund be increased from  
\$21,265,621 to \$21,281,971 to recognize new revenue in the amount of \$16,350  
which will accrue to the Donations and Contributions Account (01000000-47609).

SECTION 3: This Ordinance shall be in full force and effect from and after its  
passage and publication in pamphlet form as provided by law.

AYES:

NAYS:


ABSENT:

\_\_\_\_\_  
Frank Saverino, Sr., Mayor

ATTEST:

\_\_\_\_\_  
Beth Melody, Village Clerk

*Village of Carol Stream*  
Interdepartmental Memo


**TO:** Joseph Breinig, Village Manager  
**FROM:** Stan W. Helgerson, Finance Director   
**DATE:** May 26, 2010  
**RE:** Budget Amendment – Concert Series

As part of the budget discussions, it was decided that the Concert Series would be eliminated from the budget but if there were enough private donations to cover their cost, then they would be held. The Village has received donations in the amount of \$16,350 which will cover the cost of the Concert Series. Attached is a budget amendment that incorporates these new revenues and expenditures into the budget.

If you have any questions, please see me.



*Village of Carol Stream*  
**INTER-DEPARTMENTAL MEMO**

**TO:** Mayor & Trustees  
**FROM:** Joseph E. Breinig, Village Manager   
**DATE:** May 19, 2010  
**RE:** Northern DuPage Cable Television Agency (NORDCAT)

Carol Stream, Bloomingdale, Itasca, Roselle and Wood Dale jointly negotiated the communities' first franchise for cable television. To facilitate negotiations the Northern DuPage Cable Television Agency (NORDCAT) was created. NORDCAT has overseen the initial franchise executed in 2000 and its successor executed in 2000. The current franchise expires in 2015. NORDCAT has also seen the transfer of the franchise from MetroVision to Time Warner, AT&T Broadband, and most recently Comcast.

When first created NORDCAT exercised authority over the franchise. Since that time various federal and state laws and regulations have impeded local authority and control. Not only is the village unable to regulate rates, it is barred from receiving much of the data received previously on performance. The need for and value of NORDCAT have been compromised in the near thirty years of its existence.

Recognizing these changes in circumstances the NORDCAT member communities are recommending that the organization be disbanded. The accompanying ordinance withdrawing Carol Stream from NORDCAT has been prepared by NORDCAT's legal counsel, Ancel, Glink, Diamond, Bush, DiCianni & Krafthefer. Each NORDCAT member will be entertaining the ordinance in early to mid-June and each member supports withdrawal.

Disbanding NORDCAT does not preclude joint negotiation of a successor franchise in 2015. It should be mentioned that efforts are currently underway to negotiate a model franchise with Comcast that may make the matter moot. Similarly the communities could jointly share the cost of reviewing materials if the franchise is ever again transferred or acquired.

The greatest advantage for members is an improvement in cash flow. Currently a five percent (5%) franchise fee is imposed upon subscribers. Three-fifths, or 3% of the franchise fee goes to the community and the balance, two-fifths, or

2% goes to NORDCAT. This was arranged at a time when greater oversight was envisioned and was feasible. Recently the funds come to NORDCAT and then are returned to the communities. This is unnecessarily bureaucratic and costly because an audit needs to be prepared annually for NORDCAT. Dissolving NORDCAT will allow the 5% amount to go directly to each community. For Carol Stream there is an additional benefit because we serve as Treasurer for the organization and oversee receipt and disbursement of the funds. Staff time for myself and the Finance Department will be freed up if NORDCAT is disbanded.

Staff recommends approval of the ordinance withdrawing from NORDCAT.

Attachment

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

**AN ORDINANCE PROVIDING FOR THE WITHDRAWAL OF  
THE VILLAGE OF CAROL STREAM FROM THE  
NORTHERN DUPAGE CABLE TELEVISION AGENCY  
(NORDCAT)**

WHEREAS, the Village of Carol Stream is a local franchise authority (the "LFA") with such powers as granted to it by state and federal law to regulate and franchise the operation of a cable communications system within its jurisdiction;

WHEREAS, the LFA has granted a cable franchise for the operation and maintenance of a cable system which in form and substance is identical to the cable franchise granted by four other municipalities in northern DuPage County;

WHEREAS, to obtain the benefits of the joint administration and enforcement of their cable franchises, the municipalities organized the Northern DuPage Cable Television Agency (NORDCAT), which is governed by that certain Second Amended Contract and By-Laws (the "Contract");

WHEREAS, the members of NORDCAT have found that the efficiencies and economies arising from the joint administration of their cable franchises have been mitigated as a result of amendments to existing law and the enactment of new laws regulating the franchising of cable and video systems;

WHEREAS, for the foregoing reasons, the LFA has determined to withdraw from NORDCAT and independently administer its cable franchise; and

WHEREAS, the LFA is withdrawing from NORDCAT with the knowledge and intent that such withdrawal may result in the termination and dissolution of NORDCAT.

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

**SECTION 1. Recitals.** The foregoing recitals represent the purpose and intent of the Corporate Authorities and, in the event of any ambiguity or informality, this Ordinance should be liberally construed to achieve such purpose and intent.

**SECTION 2. Withdrawal.** The Mayor and Board of Trustees hereby declare their intent and do hereby withdraw from the Northern DuPage Cable Television Agency, pursuant to Section 6B of the Cable Franchise, effective as soon as permitted by the Contract.

**SECTION 3. Voting; Delegation.**

A. The Mayor and Board of Trustees hereby delegate authority and direct the Village Manager to execute whatever documents, take whatever actions and grant

whatever consents and approvals are necessary and appropriate to accomplish the purpose of this Ordinance, including but not limited to the withdrawal from NORDCAT.

B. The Mayor and Board of Trustees, acting as and for the Village's appointed Directors on NORDCAT's Board of Directors, hereby casts such Director's votes in favor of the following motions:

i. Amend Article XIV of the Contract to eliminate the one year notice requirement preceding the effective date of the withdrawal of any Member; and

ii. Delegate to the Treasurer/Secretary of the Board of Directors the power and authority to take whatever actions and grant whatever consents and approvals are necessary and appropriate to accomplish the purpose of this Ordinance, including but not limited to the termination of NORDCAT and consequential dissolution of its assets; and

iii. Distribute the remaining balance of NORDCAT's liquid assets according to the same proportion as the Contract provides for the normal distribution of surplus funds.

**SECTION 4. Funds Management.** Any moneys distributed by NORDCAT upon its termination and dissolution shall be deposited to the General Fund and is hereby appropriated for said purposes.

**SECTION 5. Future Agencies.** Nothing herein shall be construed to prejudice or bar the Village from joining any other consortium or agency in the future for the purpose of jointly administering and enforcing its authority in relation to cable and video services offered within its jurisdiction.

**SECTION 6. Effective Date.** By reason of the fact that the Mayor and Board of Trustees are acting as and for the Village's appointed Directors on NORDCAT's Board of Directors, and the Contract requires a super majority of not less than seven (7) Directors to amend the Contract in the manner described in Section 3(B) above, which corresponds to not less than four Members adopting a similar ordinance, this Ordinance shall become effective from and after the date the Treasurer/Secretary of the NORDCAT Board of Directors is in receipt of at least four (4) ordinances materially the same as this Ordinance from the Member communities.

**SECTION 7: Notice.** Certified copies of this ordinance shall be transmitted to the Village of Bloomingdale, Village of Itasca, Village of Roselle and City of Wood Dale. In addition, a certified copy of this ordinance shall be transmitted to

Dan Maloney  
Director of Government Affairs - Comcast Cable  
155 West Industrial Drive  
Elmhurst, IL 60126

SECTION 8: This ordinance shall be in full force and effect from and after its passage and approval by law.

PASSED AND APPROVED THIS 7<sup>TH</sup> DAY OF JUNE 2010.

AYES:

NAYS:

ABSENT:

---

Frank Saverino, Sr., Mayor

ATTEST:

---

Beth Melody, Village Clerk

VILLAGE OF CAROL STREAM SCHEDULE OF BILLS

June 7, 2010

**AGENDA ITEM**  
K-1 6-7-10

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
<b>AT &amp; T</b>					
INVESTIGATION FUND-VOICEMAIL P SERV FROM 5/16 THRU 6/15	150.00 <u>414.56</u>	01662400 53330 01652800 54412	INVESTIGATION FUND OTHER EQUIPMENT	49560 630Z57651905	
	<b>564.56</b>				
<b>ALAMP CONCRETE CONTRACTORS</b>					
WEST STREET/GUNDERSEN DR REC	<u>20,947.99</u>	11 21115	RETAINAGE - ALAMP CONCRETE	13090	20100068
	<b>20,947.99</b>				
<b>AMERICAN ROAD MAINTENANCE</b>					
ASPHALT REJUVENATOR PROJECT	-12,369.78 <u>123,697.80</u>	01 21344 01670500 52286	RETAINAGE AMERICAN ROAD M. STREET MAINTENANCE	M14477 M14477	20110001 20110001
	<b>111,328.02</b>				
<b>ARTS WARRIOR</b>					
PERFORMANCE FEE-SUMMER CONC	<u>1,400.00</u>	01750000 52287	SUMMER IN THE CENTER	6/17/10 CONCERT	
	<b>1,400.00</b>				
<b>B &amp; F TECHNICAL CODE</b>					
BUILDING PLAN REVIEWS	150.00	01643700 52253	CONSULTANT	31676	20110003
BUILDING PLAN REVIEWS	200.00	01643700 52253	CONSULTANT	31675	20110003
BUILDING PLAN REVIEWS	225.00	01643700 52253	CONSULTANT	31644	20110003
BUILDING PLAN REVIEWS	300.00	01643700 52253	CONSULTANT	31645	20110003
BUILDING PLAN REVIEWS	300.00	01643700 52253	CONSULTANT	31673	20110003
BUILDING PLAN REVIEWS	300.00	01643700 52253	CONSULTANT	31680	20110003
BUILDING PLAN REVIEWS	450.00	01643700 52253	CONSULTANT	31678	20110003
BUILDING PLAN REVIEWS	608.56	01643700 52253	CONSULTANT	31657	20110003
BUILDING PLAN REVIEWS	608.56	01643700 52253	CONSULTANT	31681	20110003
BUILDING PLAN REVIEWS	895.50	01643700 52253	CONSULTANT	31648	20110003
BUILDING PLAN REVIEWS	<u>1,750.00</u>	01643700 52253	CONSULTANT	31641	20110003
	<b>5,787.62</b>				
<b>BASIC IRRIGATION SERVICES INC</b>					
FLAG & SPRAY IRRIGATION SYSTM	360.00	01680000 52219	TC MAINTENANCE	14290	
RPZ TEST TOWN CENTER 5/20	200.00	01680000 52219	TC MAINTENANCE	14291	
TC FOUNTAIN FLOAT CLEANING ANI	1,000.00	01680000 52219	TC MAINTENANCE	14292	
TC FOUNTAIN LIGHTS REPAIR 5/20	457.50	01680000 52219	TC MAINTENANCE	14288	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
TWN CENTER POND IRRIGATION RE	345.00	01680000 52219	TC MAINTENANCE	14289	
	<b>2,362.50</b>				
<b>BAXTER &amp; WOODMAN INC</b>					
CONSULTING ENGINEERING SERVIC	223.25	11740000 55488	STORMWATER UTILITIES	0150561	20100029
WRC ACTIVATION SLUDGE AERATIC	29,360.00	04101100 54412	OTHER EQUIPMENT	PRJ 100205.40	20110030
	<b>29,583.25</b>				
<b>C S FIRE PROTECTION DISTRICT</b>					
PERMITS FOR APRIL 2010	4,025.00	01 24416	DEPOSIT-FIRE DISTRICT PERMIT	PERMITS-APRL	
	<b>4,025.00</b>				
<b>CALL ONE</b>					
SERV FROM APRIL 15 THRU MAY 14	320.03	04101500 52230	TELEPHONE	1010-6641 MAY	
SERV FROM APRIL 15 THRU MAY 14	1,804.13	04201600 52230	TELEPHONE	1010-6641 MAY	
SERV FROM APRIL 15 THRU MAY 14	2,721.38	01650100 52230	TELEPHONE	1010-6641 MAY	
	<b>4,845.54</b>				
<b>CENTRAL SOD FARM</b>					
KENTUCKY BLUE GRASS	16.50	01670400 52244	MAINTENANCE & REPAIR	29755	
	<b>16.50</b>				
<b>CH2MHILL OMI</b>					
WRC MONTHLY OPERATIONS	132,588.92	04101100 52262	OMI CONTRACT	48763	20110011
	<b>132,588.92</b>				
<b>CHICAGO DEFENDER PUBLISHING CO</b>					
POLICE OFCR ADVERTISEMENT EMI	101.70	01510000 52228	PERSONNEL HIRING	10-100329	
	<b>101.70</b>				
<b>COMCAST CABLE</b>					
ACCT 8798 20 179 0047370 124 GER	2.10	01670100 52234	DUES & SUBSCRIPTIONS	5/7/10	
	<b>2.10</b>				
<b>COMED</b>					
SERV FROM 04/20 THRU 05/20	550.43	04101500 52248	ELECTRICITY	2496057000 MAY10	
SERV FROM 04/20 THRU 05/20	892.15	04201600 52248	ELECTRICITY	0300009027 MAY/10	
SERV FROM 04/21 THRU 05/20	34.41	04201600 52248	ELECTRICITY	2514004009 MAY10	
SERV FROM 04/21 THRU 05/20	94.59	01670600 52248	ELECTRICITY	6337409002 MAY10	
SERV FROM 04/21 THRU 05/20	213.40	06320000 52248	ELECTRICITY	6213120002 MAY10	
SERV FROM 04/22 THRU 05/20	112.52	06320000 52248	ELECTRICITY	6675448009 MAY10	
SERV FROM 04/22 THRU 05/21	45.30	04101500 52248	ELECTRICITY	2073133107 MAY10	
SERV FROM 04/23 THRU 05/24	85.29	04101500 52248	ELECTRICITY	0291093117 MAY10	
SERV FROM 04/27 THRU 05/26	224.09	06320000 52248	ELECTRICITY	0815164035 MAY10	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
SERV FROM 4/22 THRU 5/21	70.14	06320000 52248	ELECTRICITY	0030086009 MAY10	
SERV FROM 4/22 THRU 5/21	73.04	06320000 52248	ELECTRICITY	3153036011-MAY10	
	<b>2,395.36</b>				
<b>CREATIVE CARE MANAGEMENT LTD</b>					
ANNUAL EMPLOYEE ASSISTANCE PI	1,214.04	01600000 52273	EMPLOYEE SERVICES	2010F-VCS	20110025
	<b>1,214.04</b>				
<b>DAVID G BAKER</b>					
VLG BOARD MTG TELECAST SERV'S	105.00	01650100 52253	CONSULTANT	051710	
	<b>105.00</b>				
<b>DISCOVERY BENEFITS</b>					
FSA MONTHLY ADMIN MARCH 2010	280.00	01600000 52273	EMPLOYEE SERVICES	163602	
MAY FSA MONTHLY	280.00	01600000 52273	EMPLOYEE SERVICES	187631	
	<b>560.00</b>				
<b>DU COMM</b>					
ANNUAL MEMBERSHIP FEES FOR P/	7,108.00	01662300 52245	GENERAL COMMUNICATIONS	14067	20110027
ANNUAL MEMBERSHIP FEES FOR P/	9,951.25	01660100 52245	GENERAL COMMUNICATIONS	14067	20110027
ANNUAL MEMBERSHIP FEES FOR P/	11,372.75	01662400 52245	GENERAL COMMUNICATIONS	14067	20110027
ANNUAL MEMBERSHIP FEES FOR P/	14,216.00	01664700 52245	GENERAL COMMUNICATIONS	14067	20110027
ANNUAL MEMBERSHIP FEES FOR P/	99,512.00	01662700 52245	GENERAL COMMUNICATIONS	14067	20110027
	<b>142,160.00</b>				
<b>DUPAGE CO SENIOR POLICE MNGMNT ASSN</b>					
J O'BRIEN,SAILER,JUNGERS, GILMO	30.00	01662400 52234	DUES & SUBSCRIPTIONS	YRLY MEMB RNWL	
J O'BRIEN,SAILER,JUNGERS, GILMO	120.00	01660100 52234	DUES & SUBSCRIPTIONS	YRLY MEMB RNWL	
	<b>150.00</b>				
<b>DUPAGE COUNTY</b>					
DATA PROCESSING APRIL 2010 POL	250.00	01662600 52247	DATA PROCESSING	7533	
SPC MGMT RVW -FLOODWAY PERM	200.00	11740000 55486	ROADWAY CAPITAL IMPROVEME	FLOODWAY PERMIT	
	<b>450.00</b>				
<b>DUPAGE COUNTY CLERK</b>					
NOTARY COMM RENEWAL REGISTR	10.00	01662400 52234	DUES & SUBSCRIPTIONS	K GEORGE	
	<b>10.00</b>				
<b>DUPAGE MAYORS AND MANAGERS CONFERENC</b>					
2010-11 BUILDING DEBT	7,003.00	01520000 52234	DUES & SUBSCRIPTIONS	6241	
2010-11 MEMBERSHIP DUES	36,175.34	01520000 52234	DUES & SUBSCRIPTIONS	3239	
DINNER MTG J BREINIG APRIL 21ST	35.00	01590000 52222	MEETINGS	6285	
	<b>43,213.34</b>				



<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
<b>DUPAGE SENIOR CITIZEN COUNCIL</b>					
SUPPLEMENTAL FUND MEALS ON W	8,410.00	01520000 52274	COMMUNITY SERVICE PROGRAM	2010 MEALS	
	<u>8,410.00</u>				
<b>EXELON ENERGY INC</b>					
SERV FROM 04/13 THRU 05/12	226.63	04101500 52248	ELECTRICITY	100431100070 APRIL	
SERV FROM 04/21 THRU 05/20	2,305.72	04201600 52248	ELECTRICITY	100559500070 MAY	
SERV FROM 0422 THRU 05/21	2,394.86	04201600 52248	ELECTRICITY	1004312000070 MAY	
	<u>4,927.21</u>				
<b>FOURTH OF JULY PARADE COMMITTEE</b>					
4TH OF JULY PARADE DONATION SH	10,000.00	01750000 52291	MISC EVENTS/ACTIVITIES	2010 DONATION	
	<u>10,000.00</u>				
<b>GAS CITY</b>					
PURCH 2004 GALS OF E85 GASOLLII	3,217.38	01696200 53356	GAS PURCHASED	002697566	
	<u>3,217.38</u>				
<b>I D O T (IL STATE TREASURER)</b>					
FULLERTON AVE LAPP PROPOROTIOI	134,784.20	06320000 54470	STREET RESURFACING	103644	
	<u>134,784.20</u>				
<b>ILLINOIS CITY COUNTY MANAGEMENT ASSN</b>					
2010/11 MEMBERSHIP DUES J BREIN	382.92	01590000 52234	DUES & SUBSCRIPTIONS	JOSEPH BREINIG	
	<u>382.92</u>				
<b>ILLINOIS STATE POLICE</b>					
LIQUOR CONTROL COMM LIVESCAN	500.00	01660100 53317	OPERATING SUPPLIES	LIQUIOR COMM	
LIVESCAN FINGERPRINTING FEES	2,000.00	01660100 53317	OPERATING SUPPLIES	FINGERPRINTING	
	<u>2,500.00</u>				
<b>JOHN L FIOTI</b>					
LEGAL SERV'S FOR MAY 12 2010	156.25	01662300 52310	ATLE LEGAL ADJUDICATION	CS 18	
LEGAL SERV'S FOR MAY 12 2010	156.25	01570000 52238	LEGAL FEES	CS 18	
	<u>312.50</u>				
<b>LA FAYETTE HOME NURSERY INC</b>					
2009/10 POND SHORELINE AND WET	2,260.00	01620100 52272	PROPERTY MAINTENANCE(NPDI	018186	20100036
	<u>2,260.00</u>				
<b>NED V ZIZZO INC</b>					
SERV CALL MTC CHRQ -FINANCE ST	135.00	01612900 53317	OPERATING SUPPLIES	12038	
	<u>135.00</u>				

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
<b>NEENAH FOUNDARY COMPANY</b>					
PL CURB PLATE	94.00	01670600 53317	OPERATING SUPPLIES	709745	
	<u>94.00</u>				
<b>NEOPOST LEASING</b>					
REPLENISH POSTAGE FOR MACHIN	10,000.00	01650100 52229	POSTAGE	POSTAGE ON CALL	
	<u>10,000.00</u>				
<b>NORTHERN ILLINOIS UNIVERSITY</b>					
GIS INTERN	9,931.50	01652800 52257	GIS SYSTEM	6210	20110010
	<u>9,931.50</u>				
<b>PLOTE CONSTRUCTION INC</b>					
2010 FLEXIBLE PAVEMENT PROJEC	-12,685.69	06 21333	RETAINAGE - PLOTE 2006	100210.01	20110012
	126,856.84	06320000 54470	STREET RESURFACING	100210.01	20110012
	<u>114,171.15</u>				
<b>R C TOPSOIL INC</b>					
PULVERIZED DIRT	70.00	01670400 53317	OPERATING SUPPLIES	100331	
	<u>70.00</u>				
<b>ROB LOAR</b>					
PERFORMANCE FEE-SUMMER CONC	1,300.00	01750000 52287	SUMMER IN THE CENTER	6/10/10	
	<u>1,300.00</u>				
<b>RON C SCHUMACHER</b>					
LOCATE & CLEAN POND INTAKE PUI	250.00	01680000 52244	MAINTENANCE & REPAIR	05/24/10	
	<u>250.00</u>				
<b>SEYFARTH SHAW LLP</b>					
LEGAL SERVICES FOR APRIL 2010	468.75	01570000 52238	LEGAL FEES	1723317	
	<u>468.75</u>				
<b>SPRINT CORPORATE SECURITY</b>					
INVEST FUND SEARCH WARRANT	30.00	01662400 53330	INVESTIGATION FUND	LCI-062920	
	<u>30.00</u>				
<b>ST AUBIN NURSERY &amp; LANDSCAPING INC</b>					
PARKWAY TREE FY11 AND 3RD YEA	31,875.00	01670700 52268	TREE MAINTENANCE	10016	20110019
	<u>31,875.00</u>				
<b>STAN HELGERSON</b>					
SEMINAR 5/13-14 LAKE GENEVA WI I	74.00	01610100 52223	TRAINING	IL WI GFOA	
	<u>74.00</u>				

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
<b>TESTING SERVICE CORP</b>					
TESTING 2010 FLEXIBLE	<u>1,062.80</u>	11740000 55486	ROADWAY CAPITAL IMPROVEME	IN080388	20110015
	<b>1,062.80</b>				
<b>THIRD MILLENIUM ASSOCIATES INCORPORATEI</b>					
UTILITY BILL PRINTING, LATE NOTIC	225.00	04103100 52221	UTILITY BILL PROCESSING	12639	20110017
UTILITY BILL PRINTING, LATE NOTIC	225.00	04203100 52221	UTILITY BILL PROCESSING	12639	20110017
UTILITY BILLS & NOTICE MAY 2010	1,189.21	04103100 52221	UTILITY BILL PROCESSING	12637	20110017
UTILITY BILLS & NOTICE MAY 2010	1,189.21	04203100 52221	UTILITY BILL PROCESSING	12637	20110017
UTILITY BILLS & NOTICE MAY 2010	<u>1,553.85</u>	04200100 52240	PUBLIC NOTICES/INFORMATION	12637	20110017
	<b>4,382.27</b>				
<b>THOMAS F HOWARD JR</b>					
LEGAL SERVICE FOR MAY 2010	<u>7,368.75</u>	01570000 52312	PROSECUTION DUI	168	
	<b>7,368.75</b>				
<b>TRANSYSTEMS CORPORATION</b>					
ENGINEERING SERVICES -KUHN RD	<u>1,405.45</u>	11740000 55486	ROADWAY CAPITAL IMPROVEME	20(1870062)	20100025
	<b>1,405.45</b>				
	<b>853,224.32</b>				

The preceding list of bills payable totaling \$853,224.32 was reviewed and approved for payment.

Approved by:

  
\_\_\_\_\_  
Joe Breinig - Village Manager

Date: 6/4/10

Authorized by:

\_\_\_\_\_  
Frank Saverino Sr – Mayor

\_\_\_\_\_  
Beth Melody, Village Clerk

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

# AGENDA ITEM

K-2 6-7-10

## ADDENDUM WARRANTS May 18, 2010 to June 7, 2010

Fund	Check #	Vendor	Description	Amount
General	A C H	Charter One Bank	Payroll May 3 , 2010 to May 16, 2010	542,437.89
Water & Sewer	A C H	Charter One Bank	Payroll May 3 , 2010 to May 16, 2010	44,749.93
General	A C H	Charter One Bank	Payroll May 17, 2010 to May 30, 2010	548,576.32
Water & Sewer	A C H	Charter One Bank	Payroll May 17, 2010 to May 30, 2010	45,766.50
General	A C H	Ill Funds	Dupage Water Commission - April 2010	<u>166,494.96</u>
				<u>1,348,025.60</u>

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2010

By: \_\_\_\_\_  
Frank Saverino Sr - Mayor

\_\_\_\_\_  
Beth Melody - Village Clerk