

Village of Carol Stream

BOARD MEETING

AGENDA

OCTOBER 19, 2009

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

B. MINUTES:

1. Approval of the Minutes of the October 5, 2009 Meeting.

C. AUDIENCE PARTICIPATION & PUBLIC HEARINGS:

1. Proclamation Designating Saturday, October 24, 2009 as National Climate Action Day in Carol Stream.
2. Public Hearing: Annexation Agreement and Annexation of the Property at 27W177 Vale Road. (Continued from the September 21, 2009 meeting. *Request for approval of an annexation agreement and annexation for the 2-acre property on the south side of Vale Road, just east of County Farm Road.*
3. Public Hearing: Annexation Agreement and Annexation of the Property at 27W110 North Avenue. (Continued from the September 21, 2009 meeting. *Request for approval of an annexation agreement and annexation for the 1.9-acre property on the north side of North Avenue, just east of County Farm Road.*
4. Presentation by Sergeant Jungers to Village Board of 2008-09 IACP National Law Enforcement Challenge Award.
5. Historical Recollection Series

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.

E. BOARD AND COMMISSION REPORTS:

1. PLAN COMMISSION:
 - a. #09232 – Village of Carol Stream, 500 N. Gary Avenue
Text Amendments – Zoning Code
RECOMMENDED APPROVAL (5-0).
Clarification of the requirements for single-family residential driveways.

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- b. #09236 – Chhotalal Patel – 457 St. Paul Boulevard
Variation – Lanbanked Parking
Special Use – Amendment
RECOMMENDED APPROVAL SUBJECT TO CONDITIONS (5-0).
Zoning approvals for a building expansion project.
- c. #09240 – F&F Realty/Lakehaven Apartments – 732 Bluff Street
Variation – Sign Code
Planned Unit Development – Minor Modification
APPROVED SUBJECT TO CONDITIONS (5-0).
Zoning approvals for a new property identification sign and a clubhouse improvement project.
Village Board action optional on Sign code variation request; no action required on minor modification to PUD Plan.
- d. #09243 – Tony DiGristina – 911 Somerset Drive
Variations – Permitted Obstruction in Actual Yards
RECOMMENDED APPROVAL SUBJECT TO CONDITIONS (5-0).
Variation – Fence Code
APPROVED SUBJECT TO CONDITIONS.
Requests for variations to permit improvements to a residential property.
- e. #09253 – NAI Hiffman Asset Management LLC – 910 Kimberly Dr.
Special Use – Outdoor Activities and Operations
Variations – Landbanked Parking
RECOMMENDED APPROVAL SUBJECT TO CONDITIONS (5-0).

F. OLD BUSINESS:

1. Local Amendment to the International Fire Code.
Amendment to the adopted Fire Code to allow small tents, canopies and membrane structures to be used as temporary smoking shelters.

G. STAFF REPORTS & RECOMMENDATIONS:

1. Award of Bid for 2009 Streetlight Replacement Project.
Staff recommends the award of the 2009 Streetlight Replacement Project to Gaffney's PMI in the amount of \$55,490.

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2. Bond No. 104 286 630 Reduction No. 1 – Lowes.
This item is a request by Lowes to reduce their stormwater management bond from the original amount of \$851,526.70 to the remaining balance of \$55,264.08 for work completed.
3. 2009 Asphalt Patching Program.
Staff recommends award of 2009 Asphalt Patching Program to U. S. Paving of Carol Stream, IL in the amount of \$18,137.24.
4. 2009 Asphalt Rejuvenator Project – Change Order #3.
Engineering staff recommends Change Order #3 in an amount not to exceed \$50,000 be approved for American Road Maintenance Company.
5. Rental Property Licensing Program – Status Update.
Staff report of progress on issues identified at the recent workshop.

H. ORDINANCES:

1. Ordinance No. _____, Authorizing the Sale of Property (144 Elk Trail).
Ordinance for the Sale of surplus property per the bid received on October 5, 2009.
2. Ordinance No. _____, Authorizing the Execution of an Annexation Agreement (27W177 Vale Road). *See C-2*
3. Ordinance No. _____, Annexing Certain Property to the Village of Carol Stream, DuPage County, Illinois (27W177 Vale Road). *See C-2*
4. Ordinance No. _____, Authorizing the Execution of an Annexation Agreement (27W110 North Avenue). *See C-3*
5. Ordinance No. _____, Annexing Certain Property to the Village of Carol Stream, DuPage County, IL (27W110 North Avenue). *See C-3.*
6. Ordinance No. _____, Zoning Newly Annexed Property Upon Annexation to the B-3 Service (27W110 North Avenue). *See C-3.*
7. Ordinance No. _____, Granting Variations for a Reduced Front Yard Setback, Reduced Parking Space Width and Parking Lot Greenspace (Chicago Motor Cars, 27W110 North Avenue). *See C-3.*

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8. Ordinance No. _____, Granting a Special Use for an Open Sales Lot in the B-3 Service District (Chicago Motor Cars, 27W110 North Avenue).
See C-3.
9. Ordinance No. _____, Amending Chapter 16 of the Municipal Code of the Village of Carol Stream (Zoning Code).
See E1a.
10. Ordinance No. _____, Granting a Variation in Accordance with Section 16-13-2(G) for the Landbanking of Required Parking Spaces. (457 St. Paul Boulevard). *See E1b.*
11. Ordinance No. _____, Granting Modifications to an Existing Special Use Permit for Outdoor Activities and Operations (457 St. Paul Boulevard). *See E1b.*
12. Ordinance No. _____, Granting a Variation for a Shed and Pool in a Corner Side Yard (911 Somerset Drive).
See E1d.
13. Ordinance No. _____, Granting a Special Use for Outdoor Activities and Operations (910 Kimberly Drive).
See E1e.
14. Ordinance No. _____, Granting a Variation in Accordance with Section 16-13-2(G) for the Landbanking of Required Parking Spaces (910 Kimberly Drive).
See E1e.
15. Ordinance No. _____, Amending Chapter 9-1-5 of the Village of Carol Stream's Health Code Regarding Hours and Standards of Collection for Non-Residential Properties.
Proposed ordinance amendment establishes regulations for the hours of solid waste collection for licensed commercial scavengers.
16. Ordinance No. _____, Amending Ordinance No. 2009-02-07 by Adding a Definition Regarding the Qualifications of a Hearing Officer.
An Ordinance establishing qualifications for the hearing officer for the Village's administrative adjudication system.

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17. Ordinance No. _____, Amending the Municipal Code of the Village of Carol Stream.

Revising the Municipal Code to permit budget transfers less than \$5,000 within departmental programs in the annual operating budget.

I. RESOLUTIONS:

1. Resolution No. _____, Declaring Surplus Property Owned by the Village of Carol Stream.

Request to declare five police department fleet vehicles as surplus and have them sold on Ebay and the sale of one 2006 Infiniti M45 to Auto Showcase for \$24,000.

2. Resolution No. _____, Supporting the Continued Funding of Pace Route 711.

Formal resolution opposing PACE Bus Agency's proposal to consider eliminating the productive Wheaton, Carol Stream, Stratford Square Route 711.

J. NEW BUSINESS:

1. Reappointment of Mr. Timothy McNally and Mr. Frank Petella to the Plan Commission/Zoning Board of Appeals.

2. Agreement to Allow Colonial Bag Corporation to Utilize a Railroad Spur Track on Village Owned Property.

Request by Colonial Bag Corporation for village approval to use an existing railroad spur for the storage of full hopper cars on Village-owned property on the west side of Kimberly Drive.

K. PAYMENT OF BILLS:

1. Regular Bills:
2. Addendum Warrant:

L. REPORT OF OFFICERS:

1. Mayor:
2. Trustees:

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3. Clerk:

4. Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month End, September 30, 2009.

M. EXECUTIVE SESSION:

N. ADJOURNMENT:

LAST ORDINANCE: 2009-09-42

LAST RESOLUTION: 2436

NEXT ORDINANCE: 2009-10-43

NEXT RESOLUTION: 2437

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

October 5, 2009

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 Frank Saverino, Trustees Anthony Manzzullo, Don Weiss, Greg Schwarze, Matt McCarthy, Rick Gieser and Pam Fenner

Also Present: Village Manager Joe Breinig, Assistant Village Manager Bob Mellor, Attorney Stewart Diamond, Village Clerk Beth Melody & Deputy Village Clerk Wynne Progar

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

MINUTES:

Trustee Weiss moved and Trustee Fenner made the second to approve the Minutes of the Meeting of September 21, 2009 as presented. The results of the roll call vote were:

Ayes: 6 Trustees Manzzullo, Weiss, Schwarze, McCarthy, Gieser & Fenner
Nays: 0
Absent: 0

AUDIENCE PARTICIPATION AND PUBLIC HEARINGS:

Trustee Schwarze read a Proclamation Declaring October 4-10, 2009 as Fire Prevention Week in Carol Stream,

Trustee Fenner read a Proclamation Declaring October 2009 as Breast Cancer Awareness Month in Carol Stream.

Trustee Weiss read a Proclamation Declaring Saturday, October 24, 2009 as Make a Difference Day in Carol Stream.

Continuing the Historical Recollection Series, Joe Bird, former President of the Carol Stream Fire Protection District, spoke about the early years, before incorporation of the Village of growing up in Birdville, which was located east of Gary Avenue at Doris Avenue. He even had the original mortgage papers for his house in the Village and the certificate of occupancy and building permit for the basement he dug under it. Trustee Gieser presented Mr. Bird with a Village mug and 50th anniversary pin.

CONSENT AGENDA:

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

Ayes: 6 Trustees Manzzullo, Weiss, Schwarze, McCarthy, Gieser & Fenner
Nays: 0
Absent: 0

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

Ayes:	6	Trustees Manzzullo, Weiss, Schwarze, McCarthy, Gieser & Fenner
Nays:	0	
Absent:	0	

1. 2009 Tax Levy Determination
2. Purchase of Panasonic Laptop Squad MDCs
3. Proposed Increase in DUI Fines
4. Glenbard North High School Request for Raffle License
5. Appointment of Jim Ridge to the Police Pension Board
6. Regular Bills, Addendum Warrant of Bills

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

Ayes:	6	Trustees Manzzullo, Weiss, Schwarze, McCarthy, Gieser & Fenner
Nays:	0	
Absent:	0	

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

2009 Tax Levy Determination:

The proposed tax levy for the Carol Stream Public Library is \$3,456,555.00. This is an increase of 1,015% over their 2008 levy/extension. The Board established that the above amount needed to fund the Library for the 2011 fiscal year and directed staff to publish a notice for a public hearing on the proposed tax levy to be held on November 2, 2009.

Purchase of Panasonic Laptop Squad MDCs:

The Board approved the waiver of bid and purchase of seven (7) Mobile Data Computers MDCs at the State bid price of \$3,725.00 from CDS Office Technologies.

Proposed Increase in DUI Fines:

The Board approved the immediate change to the fine structure for DUI cases, effective September 7, 2009 as follows:

DUI

- Minimum fine – 1st offender rises to \$1500 from \$1000
 - if BAC is higher than .16, the minimum fine is \$2000
 - 2nd offender DUI fine is \$2000

Reckless Driving

For CDL 1st offenders and weak cases reduced to Reckless Driving, the minimum fine rises from \$1500 to \$1750.

If the Reckless driving case was good, but there was some compelling reason to reduce the charge, the fine rises to \$2500.

Rescission of Summary Suspensions

The rescission for a 1st offender rises to \$1000 from \$500.

Glenbard North High School Request for Raffle License:

The Board approved a raffle license with waiver of fidelity bond and fees for Glenbard North High School for the "Volley for the Cure" event.

Appointment of Jim Ridge to the Police Pension Board:

The Board concurred with the Mayor's appointment of Jim Ridge to the Police Pension Board.

Regular Bills, Addendum Warrant of Bills:

The Board approved the payment of the Regular Bills in the amount of \$686,766.77. The Board approved the payment of the Addendum Warrant of Bills in the amount of \$716,963.80.

REGULAR MEETING:

Bid Opening for the Property at the Southwest Corner of Elk Trail and Bluff Street:

Community Development Director, Bob Glees reported that the notice of bid for the property at the southwest corner of Elk Trail and Bluff Street has appeared in the Daily Herald once a week for three consecutive weeks and that he has received one bid. Mr. Glees opened the single bid envelope and examined the contents stating that the determination is that it is an acceptable bid by F&F Realty containing a bid for \$25,000 and a certified check for \$5,000 accompanied the bid. The Board then directed staff to prepare the necessary ordinance and deed transferring the property to be brought to the Board at their meeting on October 19, 2009 for approval.

Request for Local Amendment to the International Fire Code:

Consideration of a request to allow a tent, canopy or membrane structure to be used as a smoking shelter.

Trustee McCarthy said that this a request by Flip Flops for a temporary canopy smoking shelter for the winter months. Right now the Fire Code prohibits that and this amendment would change that to allow it for a temporary use. He said that after looking at the initial amendment would make it permanent and he said that he would be happy with a two year sunset for the amendment. The Board could then look at it again or just let the temporary use die. Trustee McCarthy said that he would like to see added that the membrane structure has to be some form of fire retardant feature and he said that he understands the economic issues that the owners are not ready to spend from \$5 to \$15,000 on a permanent structure at this time. However if the Board approves this and the economy has improved, they would plan on making a permanent structure that would conform to all fire related and building codes. One of the owners, Mr. Sabalasky said that at this point they have run out of time for this winter and he wouldn't want to bet

on next winter either, to get the permanent structure going. He said that they would have to expand the patio as well as the kitchen, and would create a domino effect of changes. The game plan is to have a permanent structure put up in the future. Trustee McCarthy said that he and possibly others, would like to see the structure moved to the north corner, instead of where it had been placed, and Mr. Sabalasky said that it could be moved, that it was just easier to keep an eye on the activity there than if moved to the north.

Trustee Schwarze said that these structures are prohibited right now and that even permanent structures prohibit consumption of food or alcohol and Mr. Breinig commented that the Zoning Code is what governs eating and drinking in such structures and there is change sought for the Zoning Code regulation. Trustee Schwarze said the he understands the Fire District's reluctance to allow this because the International Fire Code is a minimum standard. It is not uncommon to make things a little more stringent, but it is very uncommon to make things a little less stringent. He can understand their point, and he can also understand the plight of the business owner with the no smoking regulations. Trustee Schwarze said that he is ok to make some changes to allow 120 square foot tent-type structure and that he agrees with Trustee McCarthy that the material should have some sort of fire retardency to it and he would like to see a fire extinguisher mounted under the structure and have the staff trained by the Fire District on the correct way to use that extinguisher. Trustee Schwarze said that he isn't quite sure on how that can be put into the ordinance. Mr. Breinig said that the practical question would be, in a structure to be used in cold and inclement weather is there a fire extinguisher that can be store and then used in these elements and Trustee Schwarze said that there are types that can function under those conditions. In regard to a timeline for allowing this use to be revisited, he agrees with Trustee McCarthy, but he is concerned that this would allow anyone to put up the same type of structure without a permit. Mr. Breinig said that this would put the smoking shelter of the 120 sq. ft. or less under the same zoning regulation where a permit would not be required. Trustee Schwarze said that this is bothersome and asked if this could be written so that it would only allow this particular structure. Mr. Diamond said that you could state that a permit is required and that it could be approved administratively and the structure could then be inspected, other wise it would require a Zoning change. Mr. Breinig said that typically any structure less than 120 sq. ft. is not inspected, but if that is wanted then Finance could possibly add the requirement to the business license process. There was discussion regarding the time limit for use and it was determined that the Code states that anything under 180 days is considered temporary, so that would not need to be modified. Mr. Breinig noted that if the sunset provision is two years, then the Board can review whether requirements have changed and/or there are changes in the law as well as in materials and technology.

Trustee Gieser asked if the 15 feet from an entrance will still be maintained in this case and is this structure designated only as a smoking structure, not as an extension of the business where services are provided for eating and drinking. It was stated that no food or drink will be allowed in the structure and it will be moved to the east of the door.

Trustee McCarthy asked the Board if the conditions noted in this discussion were to be included in a proposed ordinance, would they be in favor?

Trustee Manzzullo asked if this was only pertaining to Flip Flops or would it be for every business in the Village? Mr. Breinig said that this would be for anyplace where the Building Code would apply, but probably not to a single family residence. Commissioner Manzzullo asked if there was lighting or heating elements in such structures and was told that there none. He said that in relation to snow and wind. What is the safety of such temporary structures and Mr. Sabalasky said in the case of Flip Flops, when

severe weather conditions become obvious, they take the shelter down. Mr. Breinig said that there are only so many things that the Village can control and that at some point the business owners have to step up and take care of their patrons safety.

Commissioner Schwarze asked if this type of request can be approved one business at a time and Mr. Breinig said yes, it is call permitting. But if we starting a permitting process for this type of structure, then there will a whole host of things that would then become eligible for permitting and staff has tried to craft this process to include only business use for smoking purposes. Mr. Glees said that the Code drew the line at 120 sq. ft. because any item under that threshold would be tents and canopies that would be use for personal recreation uses. He said that the only change is that Smoking would be allowed under those structures. Mayor Saverino said that he is reluctant in this matter because of the opinion of the Fire District, and he is concerned that while no one else is asking, there may be many more businesses doing this. Mr. Breinig commented that the Fire District does no care what size the shelter is, they do not believe that smoking should be allowed in a membrane structure. There is no way to cure that and there is no remedy and they are standing behind the Fire Code.

Trustee Weiss commented that he is concerned about the letter received from the Fire District stating that they would not advise changing the Code, they are the experts, they are in charge of public safety and this is the area they deal in and as Trustees we should be aware of the need for safety within the community. He said that is inclined to take the advice of the Fire District.

Trustee McCarthy moved to authorize staff to prepare an amendment to the local Fire Code in accordance with the discussion this evening. Trustee Fenner made the second. The results of the roll call vote were:

Ayes:	5	Trustees Manzzullo, Schwarze, McCarthy, Gieser & Fenner
Nays:	1	Trustee Weiss
Absent:	0	

REPORT OF OFFICERS:

Trustee Manzzullo thanked Joe Bird for his recollections and he thanked all of the residents that came to the Oktoberfest. He asked everyone to pray for our troops and for the families of our fallen soldiers.

Trustee McCarthy commented that the Shape of Carol Stream, with the participation of all of the taxing bodies was a great format and that he would like to see this as an annual event. He said that the Oktoberfest was a success and he thanked the Youth Council for their participation in helping with the kids games and he also reminded all drivers to watch out for the kids now that it is getting dark earlier.

Trustee Gieser said that he is disappointed that the Olympics will not be held in Chicago, but that a Carol Stream resident, Andy Hines, will be participating with the US Volleyball Team in the 2012 Games and hopefully the 2016 Games and is wished well. He said that condolences go to the Schweitzer Family. Trustee Gieser noted that there will be a Historical Recollection Round Table on Tuesday, October 6, 2009 with the CS Fire District and thanks to Joe Bird. On a personal note, he wished a Happy Anniversary to his wife on their 16th.

Trustee Schwarze thanked everyone for their participation in the Shape of Carol Stream.

He thanked Joe Bird for his recollections and reminded all that the 2010 Census is coming up and the questionnaires will be mailed sometime in March. The Fire District Open House is on Saturday, October 10th from 11 a.m. to 3 p.m. and reminded everyone to Shop in Carol Stream.

Trustee Weiss thanked all that participated in the Shape of Carol Stream and especially those that called or e-mailed their questions. He said that the meeting will be rebroadcast on Tuesdays and Saturdays at 7 p.m.

Mr. Diamond said that John Schweitzer was a very active Trustee when he became the Village Attorney. He said that he served a term as Village President and was tireless in his devotion to the Village and was instrumental in keeping the Village non-political.

Village Manager Joe Breinig said that the Staff asks that everyone sign up for the on-line newsletter. The current paper edition will be the final mass circulation newsletter. He announced that there will be shuttle buses to all of the events on Kuhn Road on Saturday, the 10th, the Water Reclamation Center, the Park District Vehicle Storage Facility, the Library property for the food drive by the Carol Stream Rotary.

Mayor Saverino said that Oktoberfest and the carnival was a great event in spite of the weather. He thanked Trustee Weiss for the Shape of Carol Stream by the Itasca Bank and that everyone did a great job and he would like to start now to have this be an annual event. Mayor Saverino noted that he did not say that there would be a new property tax, just that everything, including that, was in consideration to bring in more needed revenue to the Village. He added that a property tax would be the last thing ever! Mayor Saverino thanked Joe Bird for his memories. He added that it is too bad that there will be no Olympics in 2016 since it would have provided for a good upturn for businesses and will be a big blow financially for everyone, even out in the suburbs.

At 9:20 p.m. Trustee Schwarze moved to adjourn, Trustee McCarthy made the second. The results of the roll call vote were:

Ayes:	6	Trustees Manzzullo, Weiss, Schwarze, McCarthy, Gieser & Fenner
Nays:	0	
Absent:	0	

FOR THE BOARD OF TRUSTEES

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

October 12, 2009

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

Chairman David Michaelsen called the Regular Meeting of the Combined Plan Commission/ Zoning Board of Appeals to order at 7:30 p.m. and directed Recording Secretary Wynne Progar to call the roll

- Present: 5 Commissioners David Hennessey, Timothy McNally, Frank Petella, Dee Spink and David Michaelsen
- Absent: 2 Commissioners Angelo Christopher and Ralph Smoot

MINUTES:

Commissioner McNally moved and Commissioner Spink made the second to approve the Minutes of the Meeting of September 14, 2009 with scrivener's errors of voting names changed. The results of the roll call were:

- Ayes: 5 Commissioners Hennessey, McNally, Petella, Spink & Michaelsen
- Nays: 0
- Absent: 2 Commissioners Christopher and Smoot

PUBLIC HEARING:

Commissioner Spink moved and Commissioner Petella made the second to open the public hearing. The motion was passed by unanimous voice vote.

**09236: Chhotalal Patel – 457 St. Paul Boulevard
*Variation – Landbanked Parking
Special Use – Amendment***

William Ross, Attorney, 457 St. Paul Boulevard, Carol Stream was sworn in as a witness in this matter. He explained that there are two items being requested, one is asking to amend an existing Special Use condition in relation to some construction that was done last year. This is in regard to repair and replacement of the existing parking lot. The second matter is asking for a variance in the number of parking spaces required in connection with a 40,000 square foot expansion that they are in the process of doing. Mr. Ross said that in reference to the repair of the existing parking lot to the east, one of the conditions in a prior variance, they were to reconstruct that particular parking lot. They are asking that the order that was in the Special Use Permit ordinance that was approved in 2008, be amended to allow them to add the new parking lot as a part of the existing expansion plan that they have undertaken. Mr. Ross said that the access aisles to the parking lot have been repaired and repaved and will have to be removed when construction begins sometime before Thanksgiving. In regard to employee parking, the owner of this property also owns the adjacent building and parking spaces for the employees will be available for their use. Mr. Ross said that current requirements are to have 61 parking places at 457 St. Paul Blvd. and upon completion of the expansion will have to have 147 parking spaces and they are asking to have 80 parking spaces and 70 spaces to be landbanked. He added that peak employees, include two shifts, will be 58 people.

Mr. Bastian said that S&S International (SSI), Inc., located at 457 St. Paul Boulevard, is a stainless steel processing business. The property has previously received a variation for landbanked parking and a special use to allow outdoor equipment installation. SSI is planning an approximate 40,000 square foot addition to the existing 63,000 square foot building. Although the addition will result in some additional employees, SSI would like to update the existing landbanked parking variation, as they will not need the number of parking spaces required by the Zoning Code for the building addition. Also, the special use ordinance approved in 2008 contained a condition requiring the reconstruction of the parking lot on the east side of the building by September 1, 2009. SSI would like to coordinate reconstruction of the parking lot with the other site improvements associated with the building expansion project. In order to amend an existing special use condition, SSI has filed an application for an amendment to the special use.

The Geometric Plan (L1) shows the proposed actual and proposed landbanked parking spaces in association with the proposed building expansion. The plan shows the 80 actual spaces (using solid lines) that SSI believes will be sufficient to meet the parking demand of the expanded building, and also shows 70 proposed landbanked spaces (using dashed lines). Under the full parking space installation scenario, three existing spaces would be lost near the southeast corner of the property where the existing parking lot would be modified to connect to the landbanked parking lot immediately to the east. The resulting quantity of spaces under the full installation scenario is 147 spaces, which is the exact number of spaces required. In support of the request to landbank 70 spaces, in his letter dated August 20, 2009, SSI Owner Chhotalal Patel states that they would only have 58 employees. Even with a small number of visitors or vendors, the 80 proposed actual spaces should be adequate to meet the anticipated parking demand. It should be noted that the landscape plan (L1.0) provides the required five percent greenspace for both the proposed actual parking installation configuration as well as for the landbanked configuration.

Special Use – Amendment

The Village granted special use approval to the property in 2003 to allow for the installation of outdoor dust collection equipment that is needed for S&S's stainless steel processing operation. In 2008, through Ordinance 2008-05-18, the Village Board approved an expansion of the original special use to allow for a second piece of dust collection equipment to be installed outdoors. Ordinance 2008-05-18, attached for your review, contained several conditions of approval related to the appearance and screening of the equipment, and also related to property maintenance concerns. SSI has complied with all of the conditions of approval with the exception of condition number 6, which required that, **“All asphalt drive aisles and parking surfaces must be fully removed and replaced to comply with all applicable Village Codes by no later than September 1, 2009”**. This condition was included in the 2008 special use expansion in hopes of addressing the highly deteriorated condition of the drive aisle and parking lot on the east side of the building.

This summer, Community Development Department staff contacted SSI to remind them of the approaching deadline for completion of the parking lot reconstruction work. SSI representatives informed Village staff that, given the signs that their business was improving, they were planning to construct an approximate 40,000 square foot building addition. Due to the heavy construction traffic that the existing lot would experience during the building addition project, plus the fact that the new parking lot on the east side of the building would be relocated a few feet to the west to accommodate the new landbanked parking lot, SSI did not wish to reconstruct the old parking lot, only to have to tear it up in the near future. As such, SSI Owner Chhotalal Patel asked staff if the parking lot reconstruction could be postponed until the end of the building addition project.

Staff developed the approach outlined below in an attempt to both work with SSI and also comply with Village Codes and procedures.

- First, the applicant was asked to submit a written request to the Village Board, explaining their circumstances and asking the Board to direct staff to suspend enforcement of special use ordinance condition number 6. The applicant submitted a letter to the Village Board,

and at their meeting on September 8, 2009, the Board directed staff to temporarily suspend enforcement of the requirement to reconstruct the parking lot;

- Second, the applicant was advised that the appropriate method for modifying a condition of approval for an existing special use was to file an application for a special use amendment. The applicant has submitted such a request, as outlined in the attached letter dated September 2, 2009;
- Third, the applicant was advised that the highly deteriorated drive aisle pavement would need to be patched to allow the drive to remain serviceable for emergency service and construction vehicles. Patching of the drive aisle was completed on September 25, 2009;
- Finally, the applicant was advised that staff would recommend that the complete reconstruction of the east parking lot would need to be completed prior to the Village granting a certificate of occupancy for the new building addition. In the event that the building expansion project is not underway by summer 2010, the parking lot reconstruction work would need to be completed by July 31, 2010.

As stated in his September 2, 2009, letter, Mr. Patel indicates that they hope to have the building addition “under roof” this fall before winter weather conditions set in. Staff can confirm that the building permit application was received in late August, and the second version of the plans is currently under review.

Based on the facts that: 1) the applicant is actively pursuing a building permit for the building expansion project, which includes the complete reconstruction of the east parking lot and 2) the east parking lot has been patched to maintain serviceability during the building addition project, staff can support the amendment to the special use approved through Ordinance 2008-05-18, subject to the conditions noted in the Recommendation section of this report.

RECOMMENDATION

Staff recommends approval of the variation to landbank 70 parking spaces and also recommends approval of the amendment to the special use condition regarding the reconstruction of the east parking lot, subject to the following conditions:

1. That the certificate of occupancy for the building addition shall not be issued until the parking lot is reconstructed as shown on the Geometric Plan (L1); however, in the event that the building expansion project is not underway by summer 2010, the parking lot reconstruction work shall be completed by July 31, 2010;
2. That no fewer than 80 actual parking spaces shall be installed, as shown on the Geometric Plan (L1);
3. That the parking spaces shall be striped in accordance with the Village’s looped striping detail;
4. That the landscape materials shown on the Landscape Plan (L1.0) shall be installed prior to the issuance of a certificate of occupancy for the building addition, and that all landscape materials shall be maintained in a neat and healthy condition, with dead or dying landscape materials being replaced on an annual basis with a similar size and type of plant species as identified on the plan;
5. That trash dumpsters for the facility must either be maintained inside the building, or a proper trash dumpster enclosure must be constructed to comply with the requirements of §9-1-5 of the Village Code;

- 6. That the parking and/or staging of trucks on the unimproved surface to the west of the existing truck maneuvering area on the west side of the building must cease immediately, and the rutted, unimproved surface must be restored prior to the issuance of the certificate of occupancy for the building addition, or by July 31, 2010, if the building addition project is not underway by this date;
- 7. That the rutted surface on either side of the drive aisle that connects this property (457 St. Paul) with the property under common ownership immediately to the west (423 St. Paul) must be repaired prior to the issuance of the certificate of occupancy for the building addition, or by July 31, 2010, if the building addition project is not underway by this date;
- 8. That if deemed necessary by the Village, the 70 landbanked parking stalls shall be installed by the property owner as shown on the attached exhibits. The Village shall work with the applicant in determining the particular group or groups of stalls, and how many stalls, shall be installed. The Village shall retain the discretion to require that only a portion of the stalls be installed.
- 9. That all actual parking spaces shall comply with the foot-candle illumination requirements set forth in the Village's Subdivision Code. The applicant must provide the Engineering Services Department with a proper photometric plan demonstrating compliance with Village Code prior to the issuance of the building permit for the building addition; and
- 10. That the facility and equipment must comply with all state, county, and village codes and requirements.

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

Commissioner Spink asked if the west parking lot is in the same poor condition and was told that it had been paved several years ago and actually will be torn up for the new construction, and Mr. Ross said that 90 to 100 vacant spaces daily.

Chairman Michaelsen asked if anything will be done on the west parking lot and Chhotalal Patel, the owner, was sworn in as a witness. He said that the entire parking lot will be reconstructed when the expansion is complete and it will meet all of the requirements.

Commissioner McNally moved and Commissioner Spink made the second to recommend approval of the requests for a variation for landbanked parking and for an amendment to a Special Use at 457 St. Paul Blvd. in accordance with Staff recommendations. The results of the roll call were:

Ayes:	5	Commissioners Hennessey, McNally, Petella, Spink & Michaelsen
Nays:	0	
Absent:	2	Commissioners Christopher and Smoot

The petitioner was reminded that this matter will be heard by the Village Board at their meeting on October 19, 2009 at 8:00 p.m. and was advised to attend that meeting.

**09253: NAI Hiffman Asset Management LLC – 910 Kimberley Drive
Special Use – Outdoor Activities and Operations
Variation – Fence Code**

Steve Karlson, NIA Hiffman, Al Hines, A-I Architects, Mike Horiak, Cushman/Wakefield, were sworn in as witnesses in this matter. Mr. Karlson said that DeMar Logistics is the current tenant at 376 E. Lies Rd. and they are looking to lease additional space in the 910 Kimberley Drive

building. In order for their operation, they need to store up to 29 truck trailers outdoors at the north side of the property. In order to achieve this, they will displace about 143 spaces and the current zoning calls for 293 automobile spaces and based on employee count, they will need only 155 spaces. They are looking to landbank 135 spaces, 47 of which will be on the north side. One issue is reconstruction of the parking lot for trailer parking and if the length of lease exceeds the current 40 months they will also reconstruct the north parking lot when it shows signs of failure.

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

Mr. Bastian stated that Demar Logistics, a warehousing and distribution company located at 376 E. Lies Road in Carol Stream would like to lease additional space in a 275,000 square foot multi-tenant building at 910 Kimberly Drive. Based on the relatively low employee counts of Demar Logistics and the existing building tenant, Standard Register, Steve Karlson of NAI Hiffman has filed an application for variations to landbank required parking spaces on the property, and for some of the landbanked spaces to be provided on hard-surfaced areas of the site instead of as greenspace, as required. Mr. Karlson has also filed an application for special use approval to allow Demar to store up to 29 truck trailers outdoors on the north side of the building.

In the attached letter from Demar Logistics, General Manager Nick Cooney states that Demar plans to employ 10 people at the 910 Kimberly location. Mr. Cooney anticipates two to three visitors per week, and for planning purposes, he estimates future growth of two to three employees. Based on this information, staff assumed a total parking demand of 15 spaces for Demar Logistics. In the attached letter from Chris Moon, Facilities and Project Manager for Standard Register, Mr. Moon indicates a maximum employee count of 100. However, in a follow up conversation, Mr. Moon indicated that they occasionally have special projects for which they bring in temporary employees. As such, based on the number of temporary employees they would typically use, staff estimates Standard Register's total parking demand at 140 spaces. As such, the actual number of parking spaces needed to serve the maximum anticipated combined parking demand for Standard Register and Demar Logistics is 155 spaces.

Special Use for Outdoor Trailer Storage

As stated, Demar Logistics is a warehousing and distribution company. For their business operation, Demar needs to have empty trailers readily available to meet the needs of their customers. Demar intends to park 20 trailers at the overhead dock doors on the south side of the building, and provided that the trailers are parked up against the dock doors, this activity is considered a permitted use. Demar also wishes to park up to 29 trailers on the north side of the building, at the west end of what is currently an employee automobile parking lot. The Proposed Site Plan (Sheet A-1) depicts the changes that would need to be made to the existing parking lot to accommodate the 29 proposed trailer parking spaces. The outdoor parking of trailers in the configuration shown on the north side of the building requires approval of a special use permit. Demar's desire to convert the existing automobile parking lot to a trailer storage area also partially explains their request to landbank required parking spaces, since about 143 existing automobile parking spaces will be deleted to accommodate the reconfiguration of the parking lot for trailer storage.

In review of special use requests for outdoor activities and operations in the Industrial District, the Village has historically been most concerned with the screening of the outdoor activity, structure, or operation, primarily from the public street view. As seen in the attached supplemental aerial photograph, the proposed trailer storage area on the north side of the building would be completely screened as viewed from the south (by the 900-910 Kimberly building) and west (by the 230-260 E. Lies building). The trailer parking would also be mostly screened as viewed from the north by the existing building at 284-314 E. Lies Road. To screen the small area of the trailer parking area that could be seen from Lies Road, the applicant is proposing to install a staggered row of evergreen trees near the northwest corner of the site, as shown on the Landscape Plan (Sheet LA-1). Views of the trailer storage from the east will be mostly screened as a result of the angled orientation of the building on the property to the north and the wing wall that extends south

off of the east end of the building to the north, and will be supplemented by the existing and proposed landscape materials in the greenspace areas of the 900-910 Kimberly property.

As a point of information, Village staff expressed a concern to the applicant about the conversion of the north parking lot from automobile traffic to truck traffic from the standpoint of the strength of the pavement. The pavement on the north side of the building was designed for automobile traffic and not truck traffic. The applicant's response is that the lease with Demar is a short-term lease, and that they agree to reconstruct the parking lot to accommodate truck traffic if the lease extends beyond 40 months. This arrangement is acceptable to the Village Engineer. Staff also expressed a concern about the condition of the existing pavement on the south side of the building, and the applicant has committed to repairing this pavement in 2010. Once again, the Village Engineer finds this acceptable.

Staff recommends approval of the request for variations to landbank 135 required parking spaces, and for 28 of the landbanked spaces to be landbanked on existing asphalt as opposed to within greenspace areas. Staff also recommends approval of the special use to allow 29 trailers to be parked outdoors on the property on the north side of the building, subject to the following conditions:

11. That if deemed necessary by the Village, the landbanked parking stalls shall be installed by the property owner as shown on the attached exhibits, including the installation of new greenspace areas. The Village shall work with the applicant in determining the particular group or groups of stalls, and how many stalls, shall be installed. The Village shall retain the discretion to require that only a portion of the stalls be installed;
12. That a minimum of 164 actual vehicle parking spaces must be maintained on the property once the reconfiguration work to create the trailer parking spaces is completed;
13. That the trailer storage must be done in accordance with the layout shown on Sheet A-1, including the installation of the new, curbed landscape areas, that no more than 29 trailers shall be stored outdoors on the property, and that trailers shall not be stored elsewhere on the property other than in the designated trailer storage spaces;
14. That if installed, the parking spaces shown in the landbanked areas shall meet the greenspace and striping requirements at the time of installation, and shall also meet the other Village Code requirements, such as parking lot lighting and maximum allowable slopes for parking lots;
15. That at the time that a new tenant enters the building, the property owner shall either apply for a reaffirmation of the landbank variation, which will require review by the Plan Commission/Zoning Board of Appeals and final approval by the Village Board, or they shall provide the number of parking spaces required by the Zoning Code based upon the use of space of all building tenants;
16. That the parking lot and drive aisles on the south side of the building must be repaired in 2010, and the parking lot and drive aisles on the north side of the building must be reconstructed to meet truck traffic (weight) design standards in the event that Demar Logistics extends their lease beyond the initial 40-month period; and
17. That the facility must comply with all state, county, and village codes and requirements.

Commissioner McNally asked if the 29 spaces will always be empty and was told that they would be.

Commissioner Spink asked if the parking areas failed before the end of the lease, would they be repaired right away and she was told that funds have already been allocated for repairs.

Commissioner Petella asked if the screening would be put in now and was told that there is a landscape plan in place,

Commissioner Hennessey asked if 29 docks were the goal for the north area and was told that it is.

Chairman Michaelsen commented that the parking areas now have been built for cars and now the proposed use is for trucks, will the difference be a deterrent to the change and Mr. Karlson said that engineering will have soil borings to determine the thickness and what will have to be replaced. Some of the money for this has already been allocated knowing that this is going to come up. In regard to the landscape plan it was determined that it will be installed as weather permits during the rest of the year and the Commissioners agreed to put May 31, 2010 as the deadline for the landscape installation.

Commissioner Petella moved and Commissioner Spink made the second to recommend approval of the request for a variation for landbanked parking and a Special Use for Outdoor Activities and Operations in accordance with staff recommendations, including the deadline for landscaping to be May 31, 2010. The results of the roll call were:

Ayes:	5	Commissioners Hennessey, McNally, Petella, Spink & Michaelsen
Nays:	0	
Absent:	2	Commissioners Christopher and Smoot

The petitioner was reminded that this matter will be heard by the Village Board at their meeting on October 19, 2009 at 8:00 p.m. and was advised to attend that meeting.

09240: F&F Realty/Lakehaven Apartments – 732 Bluff Street
Variation – Sign Code
Planned Unit Development – Minor Modification

Ralph Cincinelli, Project Manager was sworn in as a witness in this matter. He explained that there are two requests; the first is a slight variation to the Sign Code. Mr. Cincinelli said that they have had a bid accepted by the Village for the corner lot at Elk Trail and Bluff Street and F&F Realty is committed to upgrading the environment there. There is a renovation program in progress at the apartment complex, and approximately 100 of the 492 done. The renovations include granite counter tops, new cabinets, carpet, flooring, lighting, windows and roofs and as a part of the renovation they want to improve site identity. They propose a durable masonry sign with a variance to the six feet in height to an elevation of eight feet sloping down to six feet at the corners of the sign. The second item is a request for a minor modification to the PUD due to some of the clubhouse renovations. There is an existing clubhouse, about 3,600 sq. ft. adding about 1,000 sq. ft. in order to put the leasing office into the Clubhouse, which is now in two apartments, and to improve the fitness center and to improve maintenance and operations of the facilities.

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

Mr. Bastian said that F&F is requesting approval of a minor modification to the planned unit development plan to allow for the additions. In addition, F&F wishes to install a *Permanent Residential Development Identification and Entry Feature* sign on the Village-owned property located at the southwest corner of Elk Trail and Bluff Street. The Village has declared the 1.03-acre parcel “surplus property” and has legally advertised the sale of the property through the submission of sealed bids. At the October 5, 2009, Village Board meeting, F&F Realty was determined to be the successful bidder for the purchase of the property. F&F is seeking approval of Sign Code variations for sign height and to allow the proposed sign to be constructed on property zoned B-4 Office, Research and Institutional Building District.

Sign Code Variations

As stated, following their successful bid to purchase the Village-owned property at the southwest corner of Elk Trail and Bluff Street, F&F wishes to install a *Permanent Residential Development Identification and Entry Feature* sign on the property, as shown in the Site Enhancement and Signage Project packet. The purpose of the sign, as stated in Mr. Cincinelli's cover letter, is "to improve (Lakehaven's) location identity to the property." In the residential zoning districts, the Sign Code allows two such signs for multiple-family developments that are 30 acres (or more) in size. With the entire complex being less than 30 acres in size, a previous owner applied for and received approval of a variation in 1987 to install the one existing *Permanent Residential Development Identification and Entry Feature* sign on the property.

The Sign Code allows these signs to be a maximum of six feet in height and 36 square feet in area. The existing sign is less than five feet in height, and the signage panel is approximately 24 square feet in area. The proposed sign would measure 36 square feet in area, which complies with the area allowance of the Sign Code, but it is proposed to measure eight feet, two inches in height, which exceeds the Sign Code height allowance by two feet, two inches. Further, as stated, *Permanent Residential Development Identification and Entry Feature* signs are permitted in the residential zoning districts. The subject property is currently zoned B-4 Office, Research and Institutional Building District, and so F&F Realty is requesting a variation to allow a *Permanent Residential Development Identification and Entry Feature* sign to be constructed on property within the B-4 zoning district.

Variation for Sign Height

As stated, the Sign Code allows *Permanent Residential Development Identification and Entry Feature* signs to measure six feet in height, while the proposed sign would have a peak height of eight feet, two inches. As stated in Mr. Cincinelli's cover letter, the purpose of the sign is to "improve location identity to the property". Mr. Cincinelli continues that, "the design of the sign is intended to provide arrival identity and due to the corner visibility triangle requirements and the vast backdrop of the wetland area, the sign height and size are being developed to provide a balanced element and visually pleasing appearance."

In review of the variation request to permit the sign to measure eight feet, two inches in height versus six feet, as allowed, several factors enable staff to support the request. First, we note that the sign would only be eight feet, two inches in height at the peak of the sign, with the sign height gradually increasing to the peak height from a height of six feet, eleven inches at the sides. Second, the sign would be approximately 325 feet from the nearest apartment building in the Lakehaven complex. Although the applicant has taken care to make sure the proposed sign is similar in design to the existing sign, staff thinks that the distance between the proposed sign and the nearest building warrants the construction of a somewhat taller, more pronounced sign. Finally, due to the existence of wetlands on the property, it is unlikely that any other structure will be built on this property. As such, staff is of the opinion that the proposed sign is reasonably scaled to the overall size and otherwise vacant nature of the property.

Variation to Allow Sign in B-4 District

The Sign Code allows *Permanent Residential Development Identification and Entry Feature* signs in the residential zoning districts; however, the subject property is currently zoned B-4 Office, Research and Institutional Building District. With the property in the process of being acquired by F&F Realty for incorporation into the overall Lakehaven complex property, it would make sense for the property to be rezoned R-4 General Residence District (which is the zoning classification of the remainder of the Lakehaven property), and for a special use for a residential planned unit development to be granted as well. The applicant has indicated an intention to file an application to rezone the property, but they do not wish to do so until the purchase transaction is complete.

Further, the applicant does not want to finalize the property purchase agreement until they learn whether they can use the property for the desired project identification signage.

In review of the variation to allow a *Permanent Residential Development Identification and Entry Feature* sign in the B-4 District, factors related to the physical location and condition of the property allow staff to support the request. The B-4 District zoning classification for the property dates back to 1980, when the Village Board adopted an ordinance granting the rezoning as well as a special use for a commercial planned unit development. Given the context of other nearby development, staff understands the logic of the B-4 zoning classification and the special use for a commercial planned unit development at the time it was granted; however, due to the expansion of wetlands on the property and the increasingly stringent regulations pertaining to wetland mitigation, further development of the property now seems unlikely. With F&F's intent to: 1) acquire the property, 2) incorporate it into the overall apartment complex, and 3) rezone the property to R-4 District in the near future, staff can support the variation to allow a *Permanent Residential Development Identification and Entry Feature* sign in the B-4 District.

Minor Modification to Planned Unit Development Plan

F&F is planning to construct additions totaling about 1,000 square feet in area to the existing Lakehaven clubhouse. Section 16-16-5(B)(2)(a) of the Zoning Code provides direction regarding how to process and evaluate requests for modifications to approved PUD Plans:

“Any minor extensions, alterations, or modifications of existing buildings or structures may be authorized by the Plan Commission, if they are consistent with the purpose and intent of the final plan.”

The small additions to the clubhouse are considered to be a minor extension of the existing building. As such, the Plan Commission has the authority to render the final decision regarding the F&F Realty's request, with no Village Board action necessary.

Proposed Changes

The attached site, floor, and building elevation plans depict the proposed additions to the clubhouse. One purpose of the clubhouse expansion is to provide a single centralized office for leasing and management functions, as leasing offices for the 492-unit rental complex are currently located in several apartment units in multiple buildings. The clubhouse expansion would also provide expanded fitness facilities, increased storage area for daily repair and maintenance activities, and a covered doorway for after-hours entry.

The main addition at the northwest corner of the building, for the new fitness facility, will not bring the building closer to the adjacent building to the west, as the addition will fill in a square “notch” in the building footprint. The same can be said for the small addition at the northeast corner of the building. The elevation plans indicate that the entire building will have a new roof consisting of architectural shingles, and the new building additions will consist of face brick that will match the existing brick.

Parking

The plans propose no changes in the number of parking spaces provided as part of the clubhouse additions. We note that the Zoning Code parking requirement for apartments is fairly high, at three spaces for apartments with two or more bedrooms, and two spaces for one bedroom apartments. Recent site inspections indicate ample parking availability in the vicinity of the clubhouse, even with many parking spaces occupied by temporary storage containers that are being used to store construction materials and equipment related to the ongoing apartment unit renovations. Also, we do not expect the parking demand at the clubhouse to increase noticeably as a direct result of the small additions.

In review of the minor modifications to the approved planned unit development plan, we believe that the clubhouse additions will enable Lakehaven management to better serve residents' needs, and we also find the additions to be consistent with the purpose and intent of the approved final plan. As such, staff supports the minor modifications.

RECOMMENDATION

Staff recommends approval of the Sign Code variations to allow the *Permanent Residential Development Identification and Entry Feature* sign to have a peak height of eight feet, two inches in height, and to allow the sign to be constructed on property in the B-4 Office Research and Institutional Building District, subject to the conditions noted below. Staff also recommends approval of the minor modifications to the planned unit development plan to allow for the additions to the clubhouse, again, subject to the conditions noted below.

1. That the *Permanent Residential Development Identification and Entry Feature* sign shall match the overall design set forth in the Site Enhancement and Signage Project plan set, including sign height, sign area, sign construction materials and landscape materials;
2. That the building permit for the construction of the sign shall not be issued unless and until F&F Realty completes the property purchase transaction for the property at the southwest corner of Elk Trail and Bluff Street;
3. That all necessary permits must be applied for and received, including but not limited to a storm water permit, prior to the construction of the sign;
4. That F&F Realty shall coordinate with the Engineering Services Department on the submittal of an elevation certificate for the clubhouse prior to the issuance of a building permit for the clubhouse additions; and
5. That the sign and clubhouse additions shall comply with all applicable State, County and Village codes and requirements.

Commissioner Spink asked if the plan is to turn the apartments into Condos and was told that that is not the plan.

Commissioner Petella asked what street the sign would face and was told that it will be set on a diagonal and set back from the site triangle.

Commissioner Hennessey commented that the corner has been an eye sore for sometime and asked if F&F will maintain the lot perimeter and the sign and was told that it will be included in the property maintenance.

Chairman Michaelsen asked if there would be plantings added and was told that immediately around the sign there will be plants and evergreens. Under wetland regulations, no vegetation can be added that would interfere with the natural landscape. It was determined that the sign would be lit during the night time hours.

Commissioner Spink moved and Commissioner McNally made the second to approve the requests for a variation to the sign code and a Minor Modification to a Planned Unit Development at Lakehaven Apartments, 732 Bluff Street. The results of the roll call were:

Ayes:	5	Commissioners Hennessey, McNally, Petella, Spink & Michaelson
Nays:	0	
Absent:	2	Commissioners Christopher and Smoot

09243: Tony DiGristina – 911 Somerset Drive
Variations – Permitted Obstruction in Actual Yards
Variations – Fence Code

Tony DiGristina, 911 Somerset Drive, Carol Stream was sworn in as a witness in this matter. Mr. DiGristina said that he has several requests, one is to be able to put a pool in his side yard and the second is to be able to keep the fence in his side yard and the third request is be able keep the current fence regardless of any changes in the Fence Code. He explained that when he purchased this home, he got a permit for his three car driveway, the deck and for the fence. He said that he thought he had gotten a permit for the shed as well. Last summer he came in for a permit for a pool in the side yard and was told that he did not have a permit for the shed. Mr. DiGristina showed pictures of the property and the grade changes that occur across the property to demonstrate why that would have been the only place to set a level pad for a shed. He said that ComEd had also laid their service line in the middle of his back yard instead of doing an L shape.

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

Mr. Bastian said that Tony DiGristina, owner of the property at 911 Somerset Drive, has filed an application for three variations. If approved, the variations would allow: 1) an existing shed to remain, as installed, in an actual side yard adjoining a street (corner side yard), 2) a proposed above-ground swimming pool to be built in an actual side yard adjoining a street (corner side yard), and 3) an existing fence to remain, as installed, further forward on the property than the rear of the dwelling unit.

Existing Conditions and Background

Mr. DiGristina is the original owner of the home at 911 Somerset Drive in the *Carol Stream Venture* Subdivision. As seen on the attached survey and photos, the property has been improved with several accessory structures over the years, including a deck, gazebo, shed and fence. Following is pertinent history regarding each accessory structure.

Deck – The Village issued a permit for the deck and the deck is believed to be a legal structure.

Fence – The Village issued a permit for the fence in 1995. However, the Fence Code has since been updated with respect to the allowable locations for fences on properties like the applicant's, and so the fence is now considered a legal, non-conforming structure. To allow the fence to remain as situated on the property in perpetuity, Mr. DiGristina is seeking a variation.

Gazebo – The gazebo was built without a permit. When Mr. DiGristina contacted the Village this summer to discuss the proposed pool, he was advised that the Village had no record of a permit for the gazebo. Mr. DiGristina subsequently applied for and received a permit, and the gazebo is now believed to be a legal structure.

Shed – The shed was built without a permit. Although the Zoning Code in effect at the time that the shed was built would have allowed the shed to be located in its present location in the actual corner side yard, the current Zoning Code does not allow obstructions in actual yards if they are not allowed in the corresponding required yard. To allow the shed to remain as situated on the property in perpetuity, Mr. DiGristina is seeking a variation. If approved, Mr. DiGristina will need to obtain a permit for the shed.

The swimming pool Mr. DiGristina wishes to construct is proposed to be located in the actual corner side yard. Swimming pools are not a permitted obstruction in a corner side yard. As such, Mr. DiGristina is seeking a variation to allow the pool to be built in the proposed location.

Zoning Code Variation – Shed in an Actual Corner Side Yard

As indicated, the Zoning Code does not allow the existing shed to be located in its current position within the actual corner side yard. Even though the Zoning Code that was in effect at the time that the shed was built would have allowed the shed to be located in the actual corner side yard, since no permit was issued, the current Zoning Code requirements apply to the shed. The Community Development Department cannot issue a permit for the shed unless the Village Board approves a variation, following a recommendation from the Plan Commission/Zoning Board of Appeals.

The applicant is seeking a variation to allow the shed to remain in its current position in the actual corner side yard, and he believes that there are several factors that support approval of the request. First, as reflected on the grading survey and in the property photographs provided, the portion of the rear yard behind the home, where the shed would otherwise be permitted to be located, has relatively steep topography. Second, there are easements along the interior side property line that preclude the installation of the shed within the interior side yard. Third, the applicant has stated that the buried Com Ed service line for the home runs diagonally across the rear yard, which also constrains placement of the shed. While the Com Ed service line could be moved, and the rear yard could be re-graded to address the constraints related to the steep slope of the rear yard, staff agrees that there are some practical difficulties that reduce the options for the placement of accessory structures on the property. Staff also notes that the shed is set back about 28 feet from the corner side property line, behind the existing five foot tall fence. The distance of the shed from the corner side property line, and its position behind the existing fence, serve to minimize the visual impact of the shed within the actual corner side yard from the streetscape context.

Zoning Code Variation – Swimming Pool in an Actual Corner Side Yard

The plat of survey shows the 24 by 16 foot oval-shaped above-ground swimming pool the applicant wishes to install in the actual corner side yard. Since the Zoning Code does not allow pools to be placed within a required corner side yard, they are also not allowed in an actual corner side yard. The applicant believes that the same factors that support the variation to allow the shed to remain in the actual corner side yard also support the variation to allow the swimming pool to be built in the actual corner side yard. Once again, Mr. DiGristina believes that the steep slope of what would otherwise be the usable rear yard area, easements, and the buried Com Ed service line greatly reduce options for installing the pool. Staff again notes that the difficulties related to topography and the buried Com Ed service line could be overcome, but not without significant cost to the applicant. It is staff's opinion that the proposed location of the above-ground pool 27 feet from the corner side property line and behind the existing five foot fence would minimize the visual impact of the pool from the streetscape context.

Fence Code Variation

The existing fence was built in accordance with a permit issued by the Village in 1995. However, the Fence Code has since been amended, and the current Code would not allow a fence to be built in the configuration of the existing fence on Mr. DiGristina's property. Section 6-12-9(C)(6) of the Fence Code reads as follows (emphasis added):

*In the case of a corner lot in which the rear lot line of the rear yard abuts the side lot line of the front yard of an adjacent residential interior lot, a structural fence may be erected in the side yard adjoining the street within the area **between the rear lot line and the rear of the dwelling unit,***

provided the fence is placed no nearer to the right-of-way/property line than the required setback for a side yard a street for the zoning district in which the lot is located.

As seen on the survey and photographs, the existing fence extends from the rear property line up to the front corner of the home. Although permitted under a previous Fence Code, the current Code would not allow the fence to extend further forward on the property than the rear of the home. Because the fence complied with the Fence Code at the time of construction but no longer complies due to a change in the Code provisions, the fence is considered a legal nonconforming fence. As a legal nonconforming fence, the fence is allowed to remain in its current configuration, but if the fence is ever damaged or destroyed, it could only be reconstructed in accordance with the Fence Code in effect at the time. To allow the fence to remain as situated on the property in perpetuity, Mr. DiGristina is requesting a Fence Code variation to allow the fence to extend up to the front of the home.

In review of the request, staff notes that the fence has existed in its current location for 15 years without any known concerns or detriment to the neighborhood. As referenced in this report, the fence reduces the streetscape impact of the existing shed, and would also do so for the proposed pool. It should be noted that if the above-ground pool has a top railing height of less than 48 inches, a minimum 48-inch tall fence would be required to surround the pool. The existing five foot tall fence could provide the required barrier by the Building Code; however, some modifications may be required to the existing fence gates and gate hardware. These issues would be addressed at the time of building permit review for the pool.

In review of the applicant's requests, staff notes that changes in the Village Codes partially explain the applicant's requests for the shed and fence variations. In addition, unique aspects of the property related to slope, easements, and the Com Ed service line create challenges for the installation of accessory structures. Based on these factors, staff can support the variations for the shed and fence to remain in their current locations, and for the installation of the proposed pool.

Staff recommends approval of the variations to allow 1) the existing shed to remain in the actual corner side yard, 2) the proposed above-ground swimming pool to be built in the actual corner side yard, and 3) the existing fence to remain, as installed, further forward on the property than the rear of the dwelling unit, subject to the following conditions:

1. That if the variation for the shed is approved, the applicant must obtain a permit for the shed;
2. That if the variation for the pool is approved, the applicant must obtain a permit for the pool. The applicant should be advised that modifications may need to be made to the existing fence gate(s) and hardware to comply with the Building Code barrier requirements for swimming pools;
3. That the property shall otherwise comply with all applicable State, County and Village codes and requirements.

Commissioner Petella asked if this variance would continue even if the Fence Code was changed in the future and Mr. Bastian said that the variance would allow the replacement of a damaged fence, of the same as the existing fence as to height and style, in perpetuity.

Commissioner McNally commented that Mr. DiGristina has taken excellent care of all of the improvements over the years and doesn't believe that this would be a problem in the future.

Commission Petella moved and Commissioner Spink made the second to recommend approval of variations for a shed and pool in a corner side yard and a variation for a fence to remain forward of the rear of the home, in accordance with staff recommendations. The results of the roll call were:

Ayes:	5	Commissioners Hennessey, McNally, Petella, Spink & Michaelson
Nays:	0	
Absent:	2	Commissioners Christopher and Smoot

The petitioner was reminded that this matter will be heard by the Village Board at their meeting on October 19, 2009 at 8:00 p.m. and was advised to attend that meeting.

**09232: Village of Carol Stream – 500 N. Gary Avenue
 Tex Amendment – Zoning Code
 (continued from 9/14/2009)**

Donald T. Bastian, 500 N. Gary Avenue, Carol Stream was sworn in as a witness in this matter Mr. Bastian said that the Village Code provisions regarding driveways have been updated in 2002, 2007 and 2008. The amendments to the driveway regulations were intended to:

- Clarify that only one driveway is allowed for a single-family lot, with the exception of circular driveways. For circular driveways, the necessary lot standards to permit the construction of such a driveway were added to the Code, as were the circular driveway design requirements;
- Achieve consistency between the various Zoning and Subdivision Code regulations that affect driveway design and configuration;
- Place the regulations for single-family residential driveways on private property together and in the correct chapter of the Village Code, which is within the Zoning Code; and
- Adjust the regulations to clarify the allowable driveway width and location.

The text amendments approved since 2002 were intended to clarify and update the Village’s driveway regulations. However, staff recently discovered that one of the 2007 text amendments inadvertently deleted a provision that, up to that point, had allowed for a driveway configuration commonly found in the Village. Also, after administering the regulations for a period of time, staff has found that the current regulations are not as clear as they could be. As such, staff is recommending several amendments to the existing *Criteria for single-family residential driveways*, as contained in §16-12-1(D) of the Zoning Code. This section of the Code, as currently worded, can be found in the blue bracketed section of Ordinance 2008-11-63 (attached).

Prior to the 2007 amendments, §16-13-2 (*Additional Regulations; Parking*) contained the following text: *“For all residential zoning lots, driveway widths at the property line shall not exceed requirements as set forth elsewhere in this Code; however any driveway may extend to a maximum width of 30 feet on the zoning lot.”* The underlined text, *“any driveway may extend to a maximum width of 30 feet on the zoning lot”* is the provision that allowed for the driveway configuration reflected in the attached aerial photographs of residential properties in Carol Stream. These photos illustrate that it has not been uncommon for property owners to widen their driveways to create a parking area immediately adjacent to the main driveway that leads from the garage to the street. This driveway configuration allows for an automobile or other recreational vehicle, such as a boat or trailer, to be parked out of the main driveway lanes between the garage and street, thereby eliminating the need to move the extra vehicle to allow a vehicle to access the garage. These additional parking areas are useful to households with multiple vehicles and

drivers, and can also help reduce the occurrence of vehicles being parked over the sidewalk or overnight in the street, which are in conflict with Village Code.

Late this summer, the Village received building permit applications for driveway widening projects for two properties on Alison Lane that would result in driveways similar to those seen in the attached aerial photographs. In review of the permit applications, Community Development Department staff noted that while the current Zoning Code provisions would not allow the driveways to be widened as proposed, many similar driveways existed throughout Carol Stream. After further staff discussion and research, it was determined that staff should advance a text amendment that would restore a property owner's ability to widen their driveway similar to the configuration shown on the attached photos. (As an aside, rather than process formal variation applications or ask the property owners to wait for staff to process the necessary Zoning Code text amendments, the Village Board granted temporary approval for the driveways to be widened, with the condition that staff would advance a corresponding text amendment within 120 days.)

Text Amendment #2 – Maximum allowable driveway width

Staff is of the opinion that there should be a correlation between the maximum allowable driveway width and the garage width on a property. In concept, staff suggests that the maximum allowable driveway width should allow for one more "lane" of driveway parking than the number of lanes leading to the garage on the property, subject to a minimum allowance of two "lanes". For example, a home with a one-car garage would be allowed to have a one-car wide driveway and one additional "lane", for a maximum driveway width of 20 feet. The majority of single-family homes in Carol Stream have two-car garages, and these homes would be allowed to have a driveway having the two typical "lanes" leading to the garage, plus the one additional "lane" off to the side, for a total of three "lanes" or 30 feet in width.

(a) For a property improved with a home having a one-car wide garage, or a home that originally was built with a one-car wide garage and for which home the garage has been converted to living space, or for a home with no attached garage, the driveway may widen to a maximum width of 20 feet, subject to all other design criteria in this Section;

(b) For a property improved with a home having a two-car wide garage, or a home that was originally built with a two-car garage and for which home the garage has been converted to living space, the driveway may widen to a maximum width of 30 feet, subject to all other design criteria in this Section.

(a) For a property improved with a home having a one-car wide garage, or a home that originally was built with a one-car wide garage and for which home the garage has been converted to living space, or for a home with no attached garage, the driveway may widen to a maximum width of 20 feet, subject to all other design criteria in this Section;

(b) For a property improved with a home having a two-car wide garage, or a home that was originally built with a two-car garage and for which home the garage has been converted to living space, the driveway may widen to a maximum width of 30 feet, subject to all other design criteria in this Section.

Staff recommends approval of the text amendments to §16-12-1(D)(4) of the Zoning Code to clarify the allowable driveway width at the property line. Staff also recommends approval of the text amendments to §16-12-1(D)(2) of the Zoning Code to clarify the allowable driveway configuration as related to the width of the existing or original garage size.

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

Commissioner McNally asked what the maximum width of a driveway could be and Mr. Bastian said that for three cars or wider the maximum width is 30 feet at the property line.

Commissioner Petella asked what do these regulations do to lot coverage and Mr. Bastian said that swimming pools and driveways are not counted when considering lot coverage and noted that lot coverage for standard lot is 30% and for decks and pool, the lot coverage is 25%.

Commissioner McNally moved and Commission Hennessey made the second to recommend approval of the text amendment in accordance with staff recommendation. The results of the roll call were:

Ayes:	5	Commissioners Hennessey, McNally, Petella, Spink & Michaelson
Nays:	0	
Absent:	2	Commissioners Christopher and Smoot

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

Ayes:	5	Commissioners Hennessey, McNally, Petella, Spink & Michaelson
Nays:	0	
Absent:	2	Commissioners Christopher and Smoot

NEW BUSINESS:

Mr. Bastian suggested that the Commissioners may wish to cancel the meeting of October 28th since no cases are ready for public hearing.

Commissioner Petella moved and Commissioner Hennessey made the second to cancel the meeting of October 28, 2009. The results of the roll call were:

Ayes:	5	Commissioners Hennessey, McNally, Petella, Spink & Michaelson
Nays:	0	
Absent:	2	Commissioners Christopher and Smoot

There was discussion regarding the case for outdoor smoking and Mr. Bastian said that the Village Board will hear a proposal to amend the Fire Code at their next meeting to allow membrane structures.

Mr. Bastian asked Commissioner Petella and Commission McNally if they would like to continue to serve on the Plan Commission. Both gentlemen agreed to serve and Mr. Bastian said that the Village Board will confirm their nomination for another term at their meeting on October 19, 2009.

Commissioner Petella moved and Commissioner Spink made the second to adjourn at 8:45 p.m. The motion passed by unanimous voice vote.

FOR THE COMBINED BOARD

AGENDA ITEM

C-1 10-19-09

PROCLAMATION

DESIGNATING SATURDAY, OCTOBER 24TH AS INTERNATIONAL CLIMATE ACTION DAY IN CAROL STREAM

Whereas, the Village is supportive of the global effort to protect the Earth's fragile climate by monitoring and reducing carbon dioxide emissions in its municipal operations whenever it can; and

Whereas, climatologists worldwide have signaled the threat that increasing carbon dioxide emissions pose to the earth's climate and its future sustainability if left unchecked; and

Whereas, our nation's most renowned climate expert, NASA's James Hansen, recently published a landmark series of scientific studies that concluded that the highest safe level of atmospheric carbon dioxide emission to secure a sustainable climate pattern for the Earth is 350 parts per million; and

Whereas, the current concentration of carbon dioxide gasses in our atmosphere exceed the 350 parts per million target threshold by 40 parts per million with that concentration predicted to increase 2 parts per million each year for the foreseeable future; and

Whereas, the consequences of elevated global carbon dioxide concentrations are already having a dangerous impact the Earth's ability to maintain a sustainable climate as indicated by rising sea levels, the rapid destruction of glaciers at the Arctic Poles, an increase in mosquito borne diseases, an increase in climate-related habitat destruction leading to specie extinction, an overall decrease in food production related to drought conditions and the growing acidity of our oceans to name a few; and

Whereas, Saturday, October 24, 2009 has been designated as an International Day of Climate Action encouraging nations and their political jurisdictions to support the 350 Project by educating the public on the importance of recognizing and supporting the science behind the effort to reduce carbon dioxide emission to the sustainable 350 parts per million threshold; and

Whereas, as part of this grass roots climate action campaign, government leaders are asked to issue a call to action to their citizenry to organize activities on Saturday, October 24th to advance the aims of Project 350 that could include planting trees, weatherizing of homes and businesses or any project that would reduce a community's carbon footprint.

NOW THEREFORE BE IT PROCLAIMED that Mayor Frank Saverino Sr. & the Village Board of Trustees of the Village of Carol Stream, DuPage County, Illinois do hereby proclaim

October 24, 2009 as International Climate Action Day in Carol Stream

and encourage all residents and community institutions to plan an activity or take an action that would support the worldwide effort to reduce carbon dioxide emissions.

PASSED AND APPROVED THIS 19th DAY OF OCTOBER 2009.

Frank Saverino Sr. – Mayor

ATTESTED:

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

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

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

DATE: October 14, 2009

RE: **Agenda Item for the Village Board Meeting of October 19, 2009
Continued Public Hearing for the Annexation and an Annexation
Agreement for the Kelly Property - 27W177 Vale Road**

PURPOSE

The purpose of this memorandum is to present the referenced request from Brian Kelly for the annexation of his 2.03-acre property located on the south side of Vale Road, 550 feet east of County Farm Road.

BACKGROUND

In June of 2008, Chicago Motor Cars (CMC) and the Village entered into an agreement to allow CMC to connect their newly constructed automobile dealership at 27W110 North Avenue to the Village's sanitary sewer and public water systems. Per the terms of that agreement, CMC was required to pursue approval of either a pre-annexation agreement or an annexation agreement with the Village. Since the CMC property is not currently contiguous to Carol Stream's corporate limits, for it to be possible for the Village to annex the CMC property, one of the intervening properties between CMC and the Village's corporate limits on the north side of Vale Road would first need to be annexed.

As seen on the attached aerial photograph, Mr. Kelly's property at 27W177 Vale Road is located between the Village's current corporate limits and the CMC property. The Village Attorney has confirmed that annexation of the Kelly property would be sufficient to enable the subsequent annexation of the CMC property.

DISCUSSION

Attorney Robert McNeese, on behalf of his client, Brian Kelly, has submitted the following items in support of their application for annexation of the Kelly property to the Village of Carol Stream:

- Cover Letter dated October 13, 2009
- The General Application Form
- Petition for Annexation
- Annexation Agreement
- Plat of Annexation
- Plat of Survey

Staff has reviewed the materials submitted by Mr. McNeese and has no objection to any of the submitted documents or plats. For the Board's information, staff wishes to highlight a few key elements of the submitted annexation agreement.

- 1. Zoning.** Per Section 4 of the agreement, the property would be zoned R-1 One-Family Residence District upon annexation to the Village. The existing improvements on the property would comply with the R-1 District bulk standards, and the existing single-family residential use is a permitted use in the R-1 District.
- 2. Fees.** Per Sections 5 and 6 of the agreement, the Village's typical fees related to the annexation of property would be waived, including all fees related to connection to the Village's sanitary sewer and public water systems. The only fee that the applicant would be responsible for is the water meter.
- 3. Connection to Village Utilities.** Per Section 6 of the agreement, Mr. Kelly would connect the residence to the Village's sanitary sewer and public water systems within 12 months following approval of the agreement. After connection, the property would be subject to the standard user fees for sewer and water service.
- 4. Approval of "As-Is" Conditions.** Per Section 9 of the agreement, the Village agrees to allow the existing conditions to continue on the property for as long as the current owner owns the property, including a detached, two-story garage, two driveway access points onto Vale Road, and the parking of a B- or D-plate vehicle on the property.
- 5. Incentive Payment.** Per Section 9.A.4 of the agreement, the Village will make a one-time lump sum payment in the amount of \$20,000 to Mr. Kelly. This payment is an annexation incentive to Mr. Kelly, in acknowledgment of the strategic location of his property, which, once annexed, will allow for the subsequent annexation of the CMC property.

RECOMMENDATION

Staff recommends the Village Board re-open the public hearing that was opened and immediately continued at the October 5, 2009, Village Board meeting. Following receipt of any public testimony, staff recommends that the public hearing be closed.

Joseph E. Breinig, Village Manager

October 14, 2009

Page 3 of 3

Should the Village Board wish to approve the annexation of the Kelly property at 27W177 Vale Road subject to the terms of the attached annexation agreement, the Village Board should adopt the ordinances annexing certain property to the Village of Carol Stream and authorizing the execution of an annexation agreement.

DTB:db

U:\Village Manager\KellyAnnexationVBMemo1.doc

COUNTY F

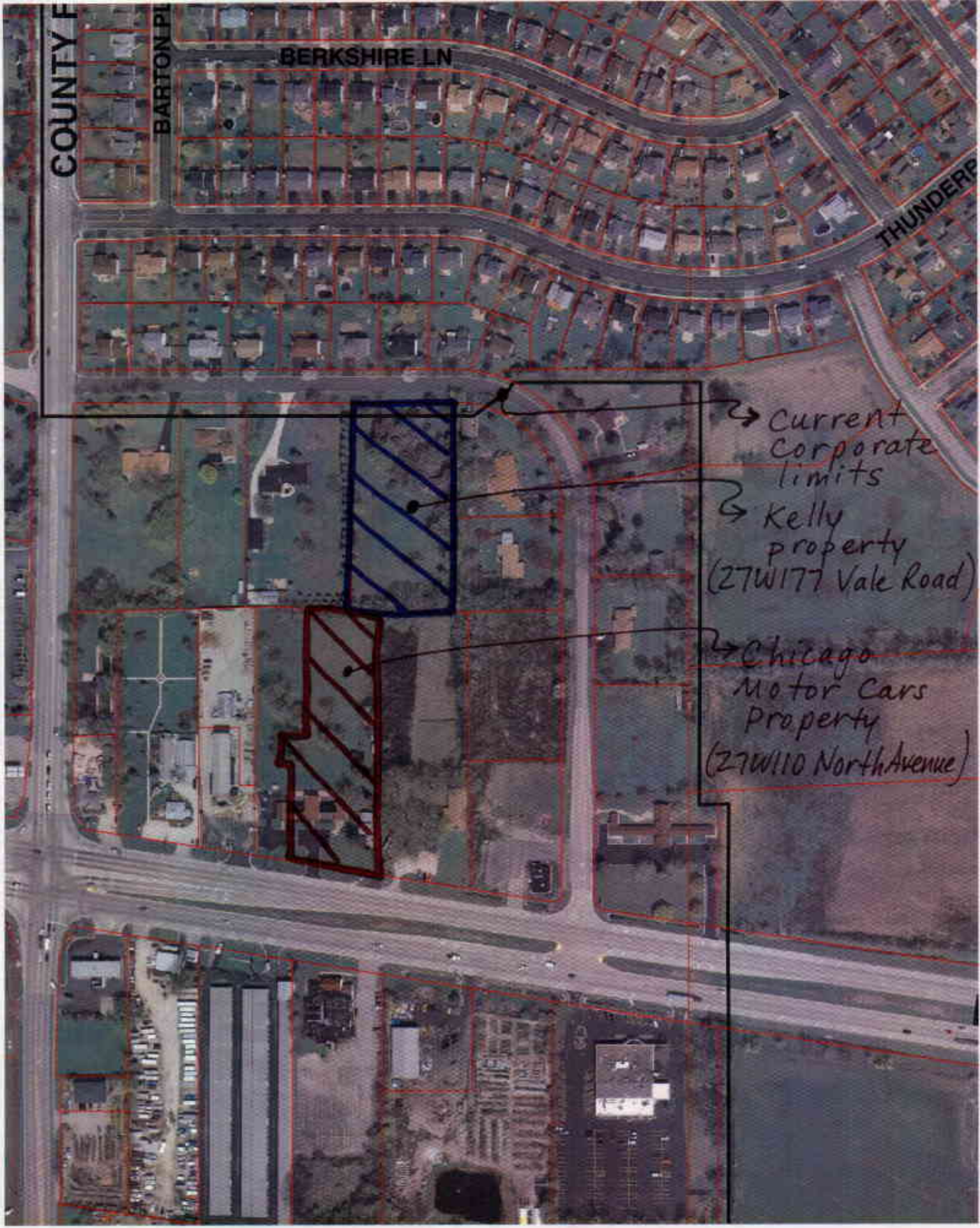
BARTON PI

BERKSHIRE LN

THUNDER

→ Current Corporate limits
→ Kelly property (27W177 Vale Road)

→ Chicago Motor Cars Property (27W110 North Avenue)



Robert A. McNees & Associates

ATTORNEYS AT LAW

Robert A. McNees

Steven M. Kudulis

October 13, 2009

Village of Carol Stream
The Mayor and Board of Trustees
500 N. Gary Ave.
Carol Stream, IL 60188

Re: Proposed Annexation of 27W177 Vale Road, West Chicago, Illinois

Dear Sirs:

Please be advised that I represent Petitioner, Brian Kelly. Petitioner hereby petitions the Village of Carol Stream to annex the above-described parcel of property into Carol Stream, Illinois.

Brian Kelly is the current owner of the property located at 27W177 Vale Road, West Chicago, Illinois. This property is currently located in unincorporated DuPage County. The property is adjacent to Carol Stream on the north. The property consists of approximately 2 acres of land and has been improved for some time with a single family residence and garage.

Brian Kelly seeks annexation of his property into Carol Stream, with R-1 zoning and the village's agreement to permit the existing uses and structures to remain unchanged, pursuant to the terms of the enclosed Annexation Agreement.

Enclosed please find the required annexation application Form A and a copy of a recent property tax bill evidencing ownership of the property. Also enclosed please find an executed Petition for Annexation. Finally, enclosed please find the proposed Annexation Agreement.

Brian Kelly requests that the Village waive all annexation fees, hearing fees, publication fees and recording fees in connection with this application.

Brian Kelly would greatly appreciate the Village's prompt review and approval of this Petition and the proposed Annexation Agreement.

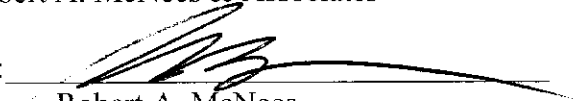
Robert A. McNees & Associates

If you require anything further, or if questions arise regarding this application, please do not hesitate to call.

Very truly yours,

Robert A. McNees & Associates

By:



Robert A. McNees

RAM:rm

Enc.

cc: Brian Kelly

Do Not Write in This Space

Date Submitted: 10-13-09

Fee Paid: _____

Hearing Date: 10-19-09

File Number: 09286

Public Hearing:

Village of Carol Stream

500 N. Gary Avenue ▪ Carol Stream, IL 60188

630.871.6230 ▪ FAX 630.665.1064

FORM A

GENERAL APPLICATION FOR PUBLIC HEARINGS AND OTHER REQUESTS

1. Name of Applicant Brian Kelly Phone (630) 231-7232

Address 27W177 Vale, West Chicago, IL 60185 Fax _____

Name of Attorney Robert A. McNees Phone (630) 665-8811
(if represented)

Address 195 Hiawatha Drive, Carol Stream, IL 60188 Fax (630) 665-5260

Name of Owner _____ Phone _____
(required if other than applicant)

Address _____ Fax _____

Name of Architect _____ Phone _____
(if applicable)

Address _____ Fax _____

2. Common Address/Location of Property 27W177 Vale, West Chicago, IL 60185

3. Requested Action (check *all* that apply) _____ Gary/North Avenue Corridor Review

Annexation _____ Text Amendment

_____ Planned Unit Development (Preliminary) _____ Variation - Fence

_____ Planned Unit Development (Final) _____ Variation - Sign

_____ Special Use Permit _____ Variation - Zoning

_____ Subdivision (Preliminary) _____ Zoning Change

_____ Subdivision (Final) _____ Other

Describe requested action _____

4. Attachments (check *all* items submitted)

- | | | |
|-------------------------------------|-----------------------------------------------------------|------------|
| <input checked="" type="checkbox"/> | General Application | - Form A |
| <input type="checkbox"/> | General Variation Application | - Form B-1 |
| <input type="checkbox"/> | Sign Code Variation Application | - Form B-2 |
| <input type="checkbox"/> | Fence Code Variation Application | - Form B-3 |
| <input type="checkbox"/> | Special Use Application | - Form C |
| <input type="checkbox"/> | Application for Development Approval | - Form D |
| <input type="checkbox"/> | Gary/North Avenue Corridor Application | - Form E |
| <input type="checkbox"/> | Plat of Survey with Legal Description | |
| <input type="checkbox"/> | Site Plan* | |
| <input type="checkbox"/> | Landscape Plan* | |
| <input type="checkbox"/> | Plat of Annexation* | |
| <input type="checkbox"/> | Preliminary Subdivision Plat* | |
| <input type="checkbox"/> | Final Subdivision Plat* | |
| <input type="checkbox"/> | Preliminary Planned Unit Development Plan* | |
| <input type="checkbox"/> | Final Planned Unit Development Plan* | |
| <input type="checkbox"/> | Drawings of Proposed Sign* | |
| <input type="checkbox"/> | Horizontal Building Elevations* | |
| <input type="checkbox"/> | Floor Plan* | |
| <input checked="" type="checkbox"/> | Proof of Ownership or Written Consent From Property Owner | |
| <input checked="" type="checkbox"/> | Cover Letter | |
| <input type="checkbox"/> | Application Fee (amount) _____ | |

* Please submit 7 full size drawings and one legible 11" x 17" reduced reproducible copy of full size drawings. Additional copies may be required depending upon the specific application. Consult staff with any questions concerning the submittal requirements.

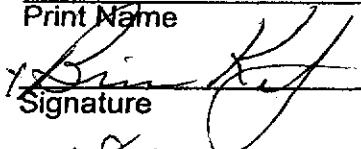
All full size drawings *must be* folded, not rolled.

5. Petitioner Certification

I have received a copy of the informational handout for the zoning process for which I am making an application, along with the attached information regarding the application deadlines, public hearing schedule and site plan requirements. I am familiar with those code requirements which relate to this application and I certify that this submittal is in conformance with such code(s).

I further understand that any late, incomplete or non-conforming submittal may delay scheduling of the public hearing.

Brian Kelly

Print Name


Signature
10/8/09

Date

Petition for Annexation

See 65 ILCS 5/7-1-8.

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

The Petitioner, Brian Kelly, respectfully states under oath:

1. Petitioner is the sole owner of record of the following legally described land (hereinafter the "Tract") comprising approximately 2.03 acres, bounded by Vale Road on the north and the Village limits on the north, commonly known as 27W177 Vale Road, West Chicago, Illinois 60185 (P.I.N. 01-36-204-004):

LOT 29 IN MARDON ACRES, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTION 31, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED OCTOBER 4, 1948 AS DOCUMENT 555355, 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. That at least 51 % of the electors residing in the Tract have executed this Petition.

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

Petitioner respectfully requests:

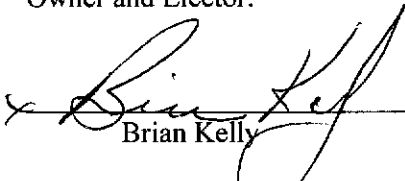
1. That the above described Tract be annexed to the Village of Carol Stream by ordinance of the Mayor and Board of Trustees of the Village of Carol Stream, pursuant to Section 7-1-8 of the Illinois Municipal Code of the State of Illinois, as amended, 65 ILCS 5/7-1-8.

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

Dated this 8th day of October, 2009.

Owner and Elector:

Elector:



Brian Kelly

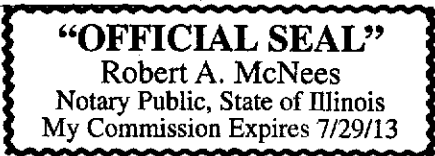


Nancy Williams

Subscribed and sworn to before me this
8th day of October, 2009.



Notary Public



1
2 **ANNEXATION AGREEMENT**
3

4 THIS AGREEMENT ("Annexation Agreement") is entered into this ____ day of
5 October, 2009, by Brian Kelly ("Owner") and the Village of Carol Stream ("Village").

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

7 LOT 29 IN MARDON ACRES, BEING A SUBDIVISION OF PART OF SECTION 36,
8 TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN,
9 AND SECTION 31, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD
10 PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED OCTOBER 4,
11 1948 AS DOCUMENT 555355, IN DUPAGE COUNTY, ILLINOIS.

12 (hereinafter referred to as the "Subject Property"), with a street address of 27W177 Vale Road
13 (P.I.N. 01-36-204-004), consisting of approximately 2.03 acres; and

14 WHEREAS, the Subject Property is improved with a single-family house, a detached
15 frame garage in the rear yard measuring approximately 30.3' by 28.2', two asphalt driveways,
16 two concrete patios in the rear yard, and two concrete service walks; and

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

19 WHEREAS, the Village Board has determined that the annexation of the Subject
20 Property would further the orderly growth of the Village and promote the general welfare of the
21 Village.

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

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

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

29 3. ANNEXATION. The Owner shall, contemporaneously with the execution
30 hereof, file with the Village Clerk a duly executed petition to annex the Subject Property which
31 constitutes territory contiguous to the Village pursuant to and in accordance with the provisions
32 of Illinois Compiled Statutes 5/7-1-1, and the Village will annex the Subject Property.

33 4. ZONING AND CURRENT USE OF THE PROPERTY. Upon annexation, the
34 property will be automatically zoned R-1 in accordance with the ordinances of the Village.

35 5. ANNEXATION FEES TO VILLAGE. There shall be no annexation fees,
36 hearing fees, publication fees or recording fees payable to the Village.

37 6. SEWER AND WATER FEES OR CHARGES. The Subject Property is currently
38 serviced by on-site well water and a septic system. Within twelve (12) months after approval of
39 this Agreement, Owner agrees to connect to the Village's water and sewer system through a
40 single connection to each such system. There shall be no Water and Sewer Expansion
41 Connection Fee, sewer and water tap on fees, recapture fees or other permit fees related to
42 Owner's water and sewer connection, provided Owner connects within this twelve (12) month
43 period. Owner shall be responsible for any hardware water meter costs incurred by the Village
44 related to this water and sewer connection. The user fees relating to sewer and water services
45 shall be those charges generally applicable in the Village for similar services at the time that the
46 fees are due.

47 7. OTHER DONATIONS. The Owner shall not be otherwise required by the
48 Village to donate any land or money to the Village or any other governmental body. In addition,
49 the Owner shall not be required to construct any improvements or improve any streets.

50 8. ANNEXATION TO FIRE PROTECTION AND PARK DISTRICTS. If the
51 Subject Property is not annexed to any fire protection district or park district, the Owner shall
52 promptly, upon the annexation of the Subject Property to the Village, petition for annexation to
53 the Carol Stream Park District and the Carol Stream Fire Protection District. If the Subject
54 Property is then part of a park district or fire protection district other than the Carol Stream Park
55 District or the Carol Stream Fire Protection District, the Owner shall, at the written request of the
56 Village, actively endeavor to disconnect from such district and annex to the Carol Stream Park
57 District and the Carol Stream Fire Protection District.

58 9. SPECIAL TERMS AND CONDITIONS. In addition to the provisions within this
59 Agreement, the following special terms and conditions shall apply:

60 A. In addition to the other terms and conditions set forth in this Agreement, the
61 Village agrees as follows:

62 1. To permit the existing structures on the Subject Property as depicted on
63 the current plat of survey attached as Exhibit A to continue without the necessity of
64 obtaining additional zoning relief or permits from the Village. Specifically, the existing
65 structures include, but are not limited to the separate garage that is approximately two
66 stories tall, with a 9' tall garage door, and two driveways onto Vale Rd..

67 2. The existing buildings on the Subject Property may not comply with
68 current Village building code requirements. Provided that the Owner does not add on to
69 a building, or with respect to a building modify 50% or more of the said building, the
70 Village shall not require Owner to alter said building to comply with the then current
71 Village building code requirements. Except for ordinary repairs to a building (as defined
72 in the Village building codes), any interior remodeling or alterations shall comply with
73 the then current Village building code requirements.

74 3. To allow Owner to park one (1) commercial vehicle with a "B" or "D"
75 license plate upon the Subject Property, in connection with Owner's business or
76 employment. This permission shall only apply to Owner and shall terminate upon the
77 sale or voluntary or involuntary transfer of the Subject Property by Owner.

78 4. To pay Owner the sum of \$20,000 within 3 days of the Village's
79 annexation of the Subject Property.

80 10. WARRANTY. The Corporate Authorities of the Village and the Owner warrant
81 that they have the authority to enter into this Agreement. The Corporate Authorities of the

82 Village further warrant that they will perform all their obligations hereunder and will cause the
83 annexation agreement to be recorded upon satisfaction of the sale contingency set forth herein.

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

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

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

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

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

104 12. NUMBERS AND PARAGRAPH HEADINGS. All numbers and paragraph
105 headings in this Agreement are for convenience of reference only and are not intended to qualify
106 the meaning of any clause or paragraph.

107 13. SEVERABILITY. In the event that any portion of this Agreement shall be found
108 to be invalid by any court of competent jurisdiction, such finding of invalidity as to that portion
109 shall not affect the validity or enforceability of the balance of this Agreement.

110 14. NOTICES. All notices, requests, demands and other matters required to be given
111 or which may be given hereunder shall be in writing and shall be deemed given when delivered
112 in person or when deposited in the United States mail, registered or certified, postage prepaid,
113 addressed to the main office or to the Clerk of the Village, if to the Village of Carol Stream, with
114 a copy to Stewart Diamond, 140 South Dearborn Street, Suite 600, Chicago, Illinois 60603 and
115 to Brian Kelly, 27W177 Vale Road, West Chicago, IL 60185, with a copy to Robert A. McNees,
116 Esq., Robert A. McNees & Associates, 195 Hiawatha Drive, Carol Stream, IL 60188.

117

118 FOR THE VILLAGE OF CAROL STREAM

119

120 _____

121 Village President

122

123 ATTEST:

124

125 _____

126 Village Clerk

127

128

129

130 FOR BRIAN KELLY

131

132

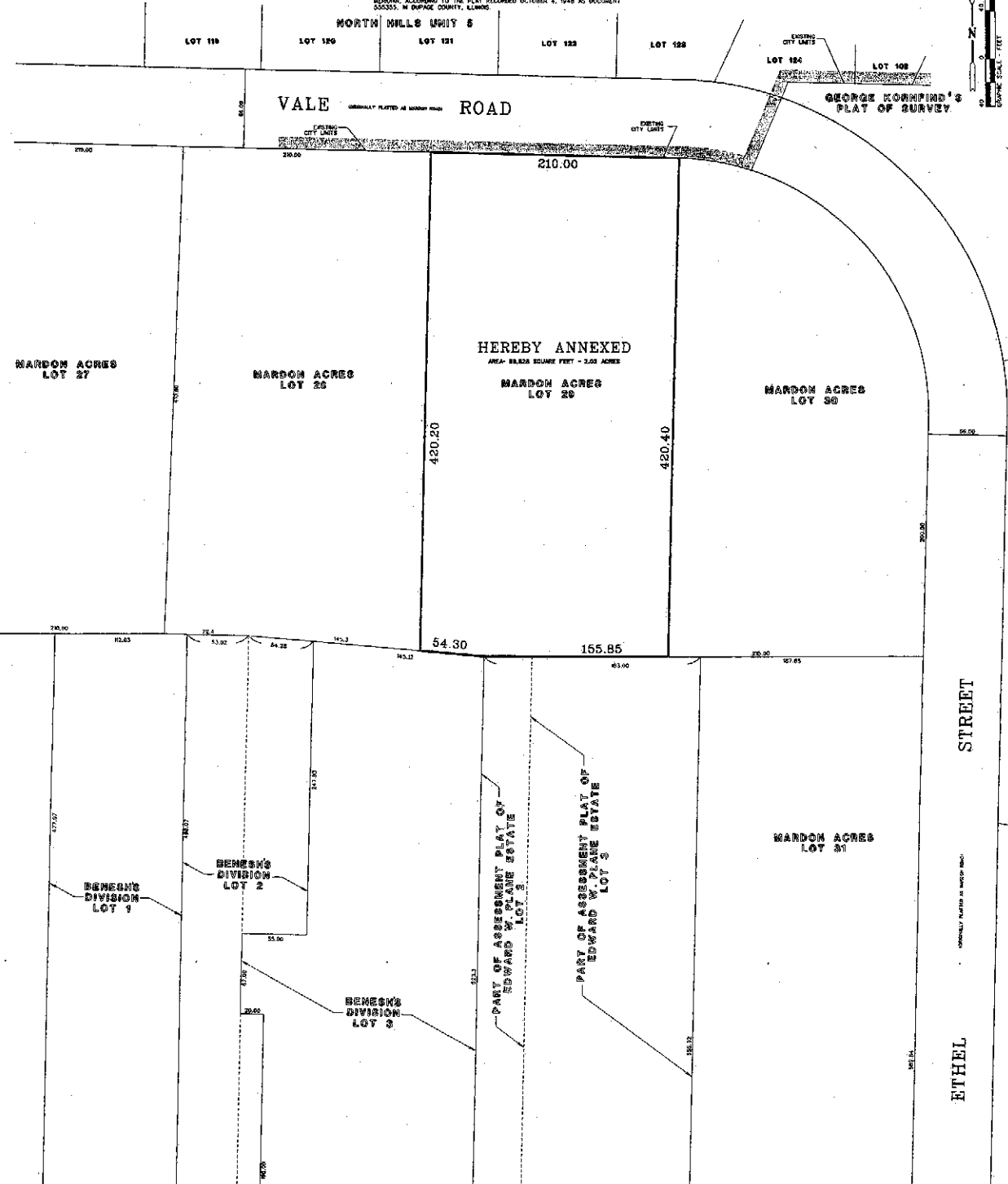
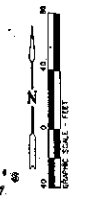
133  _____

134 Brian Kelly

PLAT OF ANNEXATION
to the
VILLAGE OF CAROL STREAM, ILLINOIS

P.L.M. 01-36-204-004

LOT 28 IN MARDON ACRES, BEING A SUBDIVISION OF PART OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTION 31, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED OCTOBER 7, 1945 AS DOCUMENT 63333, IN DEPAUL COUNTY, ILLINOIS.



D-31005-ANNEX

STREET

ETHEL

C-3 10-19-09

Village of Carol Stream

Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

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

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

DATE: October 14, 2009

RE: **Agenda Item for the Village Board Meeting of October 19, 2009 Continued Public Hearing for the Annexation and an Annexation Agreement for Chicago Motor Cars - 27W110 North Avenue Requests for: Annexation, an Annexation Agreement, Rezoning to B-3 Service District, Special Use for Open Sales Lot, Variations for Front Yard Setback, Parking Space Width and Parking Lot Greenspace, and North Avenue Corridor Review**

PURPOSE

The purpose of this memorandum is to present the referenced requests from Frank Sacco of Chicago Motor Cars for the annexation and the necessary zoning approvals for his 1.96-acre property and automobile dealership business located on the north side of North Avenue, 440 feet east of County Farm Road.

BACKGROUND

Staff offers the following summary of the background and history regarding the referenced application.

Plan Commission/Zoning Board of Appeals Review. In January of 2008, Frank Sacco, sole member and manager of CMC Building Group, LLC (CMC), submitted a formal application for the necessary zoning approvals to allow for the construction of a 17,000 square foot pre-owned luxury automobile dealership on the unincorporated property at 27W110 North Avenue. On May 27, 2008, the Plan Commission/Zoning Board of Appeals (PC/ZBA) opened the public hearing regarding the applicant's requests for rezoning (upon annexation) to B-3 Service District, a special use for an open sales lot, variations for front yard setback, parking space width and parking lot greenspace, and North Avenue Corridor Review. The PC/ZBA continued the public hearing to their June 23, 2008, meeting, at which meeting the PC/ZBA recommended approval of all of the applicant's requests by a vote of 7-0.

Agreement to Connect to Village Sewer and Water Utilities. As a point of information, in developing the overall plans for the building, Mr. Sacco always contemplated that the building would be connected to the Village of Carol Stream's sanitary sewer and public water utilities. With these utilities already installed within the North Avenue right-of-way, Mr. Sacco would be permitted to connect to the utilities following approval of either a pre-annexation agreement or an annexation agreement.

By June of 2008, Mr. Sacco was eager to commence construction on the building. DuPage County, as the building permitting authority, was ready to issue the building permit, subject to verification that the Village would allow connection to its sewer and water utilities. Concerned that it could take several more months to complete the pre-annexation or annexation process through which the Village would customarily authorize connection to utilities, Mr. Sacco requested that the Village enter into a separate Utility Connection Agreement to allow CMC to connect to Village utilities in advance of an approved pre-annexation or annexation agreement. At their meeting on June 16, 2008, the Village Board approved an agreement allowing CMC to connect to Village utilities, with the condition that the Village could disconnect CMC from its utilities if CMC was not successful in receiving approval of a pre-annexation or annexation agreement. CMC has made use of Village utilities since the dealership opened in the spring of 2009.

Annexation Agreement Negotiations. Following the PC/ZBA's unanimous recommendation of approval of all of CMC's formal zoning requests, the Village Board directed staff to commence negotiation of an annexation agreement with CMC at its meeting on July 7, 2008. For the Village to annex the CMC property, the owner of one of the intervening properties between CMC and the Village's corporate limits on the north side of Vale Road also needed to agree to annex their property to Carol Stream. As discussed in the separate but related agenda item, the owner of the property at 27W177 Vale Road has agreed to annex to Carol Stream, and with this annexation, the CMC property becomes contiguous to Carol Stream's corporate limits, thereby making it eligible for annexation to the Village. The time needed to negotiate agreements with multiple property owners explains, in part, the delay in scheduling this matter for final consideration by the Village Board.

DISCUSSION

Attorney John Zemenak, on behalf of his client, Frank Sacco of CMC Building Group, LLC, has submitted the following items in support of their application for annexation, an annexation agreement, and various zoning approvals for the Chicago Motor Cars property:

- The General Application Form
- Petition for Annexation
- Annexation Agreement
- Plat of Annexation
- Agreement Authorizing Connection to Village Utilities
- Development Plans

Staff has reviewed the materials related to the annexation of the property submitted by Mr. Zemenak, and has no objection to any of the submitted documents or plats. For the Board's information, staff wishes to highlight a few key elements of the submitted annexation agreement.

- 1. Zoning, Land Use and Site Plan.** The property has been developed in substantial conformance with the Development Plans attached to the Annexation Agreement and Chicago Motor Cars has been open for business since the spring of 2009. The automobile dealership use is a permitted use in the requested B-3 Service District, the open sales lot and outdoor vehicle display are consistent with the requested special use, and the property has been developed in accordance with the requested variations involving the front yard setback, parking space width and parking lot greenspace and the North Avenue Corridor Review approved by the PC/ZBA.
- 2. Fees.** Per Sections 6 and 7 of the agreement, staff is recommending that the Village's typical fees related to the annexation of property would be waived.
- 3. Connection to Village Utilities.** As discussed, subject to an earlier agreement dated June 16, 2008, the property has already been connected to Village utilities. Since the time of connection, CMC has been paying the unincorporated user rate (one and one-half times the standard resident rate) for their use of Village utilities. The agreement contemplates that upon annexation to the Village, CMC's user rates would drop to the standard resident rate.
- 4. Sales Tax Reporting.** Per Section 8 of the agreement, CMC agrees to report all sales of vehicles and other items of personal property, which are displayed, warehoused or delivered from the subject property and which are subject to sales or use taxes, as having taken place within the Village of Carol Stream, subject to State of Illinois Department of Revenue rules and regulations.

RECOMMENDATION

Staff recommends the Village Board re-open the public hearing that was opened and immediately continued at the October 5, 2009, Village Board

Joseph E. Breinig, Village Manager

October 14, 2009

Page 4 of 4

meeting. Following receipt of any public testimony, staff recommends that the public hearing be closed.

Should the Village Board wish to approve the annexation of the Chicago Motor Cars property at 27W110 North Avenue, the property rezoning, special use and variations, all subject to the terms of the attached annexation agreement, the Village Board should adopt the ordinances: 1) annexing certain property to the Village of Carol Stream; 2) authorizing the execution of an annexation agreement; 3) rezoning the property upon annexation to B-3 Service District; 4) granting a special use for an open sales lot; and 5) approving variations for front yard setback, parking space width and parking lot greenspace.

DTB:db

U:\Village Manager\CMCAnnexationVBMemo1.doc

Do Not Write in This Space	
Date Submitted:	<u>1/15/08</u>
Fee Paid:	_____
Hearing Date:	_____
File Number:	<u>08007</u>
Public Hearing:	<input checked="" type="checkbox"/>

Village of Carol Stream
 500 N. Gary Avenue • Carol Stream, IL 60188
 630.871.6230 • FAX 630.665.1064

FORM A

GENERAL APPLICATION
FOR PUBLIC HEARINGS AND OTHER REQUESTS

-
1. Name of Applicant Chicago Motor Cars Corporation Phone (630) 669-0899
 Address 26 W 251 St. Charles Rd., Carol Stream, IL 60188 Fax _____
 Name of Attorney John R. Zemenak Phone (630) 668-8500
 (if represented)
 Address 300 E. Roosevelt Rd., #300, Wheaton, IL 60187 Fax (630) 668-9218
 Name of Owner Frank Sacco Phone (630) 669-0899
 (required if other than applicant)
 Address 26 W 251 St. Charles Rd., Carol Stream, IL 60188 Fax _____
 Name of Architect Richard Schultz Phone (630) 295-9576
 (if applicable)
 Address 130 W. Lake St., #6, Bloomingdale, IL 60108 Fax (630) 295-9676

 2. Common Address/Location of Property 27 W 110 North Ave., West Chicago, IL 60185

 3. Requested Action (check *all* that apply)

<input checked="" type="checkbox"/> Annexation	<input checked="" type="checkbox"/> Gary/North Avenue Corridor Review
<input type="checkbox"/> Planned Unit Development (Preliminary)	<input type="checkbox"/> Text Amendment
<input type="checkbox"/> Planned Unit Development (Final)	<input type="checkbox"/> Variation - Fence
<input checked="" type="checkbox"/> Special Use Permit	<input type="checkbox"/> Variation - Sign
<input type="checkbox"/> Subdivision (Preliminary)	<input checked="" type="checkbox"/> Variation - Zoning
<input type="checkbox"/> Subdivision (Final)	<input checked="" type="checkbox"/> Zoning Change
	<input type="checkbox"/> Other

Describe requested action Pre-annexation for proposed automobile dealership within Gary/North Ave. corridor, with rezoning upon annexation to B-3, special use for outdoor storage, and variance for front yard setback.

4. Attachments (check *all* items submitted)

<input checked="" type="checkbox"/>	General Application	- Form A
<input checked="" type="checkbox"/>	General Variation Application	- Form B-1
<input type="checkbox"/>	Sign Code Variation Application	- Form B-2
<input type="checkbox"/>	Fence Code Variation Application	- Form B-3
<input checked="" type="checkbox"/>	Special Use Application	- Form C
<input type="checkbox"/>	Application for Development Approval	- Form D
<input checked="" type="checkbox"/>	Gary/North Avenue Corridor Application	- Form E
<input checked="" type="checkbox"/>	Plat of Survey with Legal Description	
<input checked="" type="checkbox"/>	Site Plan*	
<input checked="" type="checkbox"/>	Landscape Plan*	
<input type="checkbox"/>	Plat of Annexation*	
<input type="checkbox"/>	Preliminary Subdivision Plat*	
<input type="checkbox"/>	Final Subdivision Plat*	
<input type="checkbox"/>	Preliminary Planned Unit Development Plan*	
<input type="checkbox"/>	Final Planned Unit Development Plan*	
<input type="checkbox"/>	Drawings of Proposed Sign*	
<input checked="" type="checkbox"/>	Horizontal Building Elevations*	
<input checked="" type="checkbox"/>	Floor Plan*	
<input checked="" type="checkbox"/>	Proof of Ownership or Written Consent From Property Owner	
<input checked="" type="checkbox"/>	Cover Letter	
<input checked="" type="checkbox"/>	Application Fee (amount) _____	

- * Please submit 7 full size drawings and one legible 11" x 17" reduced reproducible copy of full size drawings. Additional copies may be required depending upon the specific application. Consult staff with any questions concerning the submittal requirements.

All full size drawings *must be* folded, not rolled.

5. Petitioner Certification

I have received a copy of the informational handout for the zoning process for which I am making an application, along with the attached information regarding the application deadlines, public hearing schedule and site plan requirements. I am familiar with those code requirements which relate to this application and I certify that this submittal is in conformance with such code(s).

I further understand that any late, incomplete or non-conforming submittal may delay scheduling of the public hearing.

President

Frank Sacco - Chicago Motor Cars Corp.

Print Name

Signature

Date

1-03-08

Petition for Annexation

See 65 ILCS 5/7-1-8.

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

The Petitioner, **CMC Building Group, LLC**, respectfully states under oath:

1. Petitioner is the sole owner of record of the following legally described land (hereinafter the "Tract"), comprising approximately 1.96 acres, bounded by North Avenue on the south and the Village limits on the north and commonly known as 27W110 North Avenue, West Chicago, Illinois (P.I.N. 01-36-204-018):

Lot 3 in Benesh's Division of part of Lot 2 in Assessment Plat of Edward Plane Estate and of Lot 32 in Mardon Acres, all in Section 36, Township 40 North, Range 9, East of the Third Principal Meridian, according to the plat of said division recorded May 25, 1977 as document R77-39669, 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.

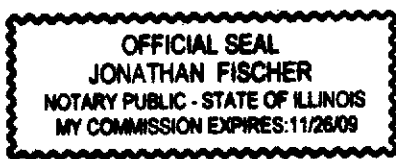
4. The foregoing statements of fact are true to the best of Petitioner's knowledge and information.

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.

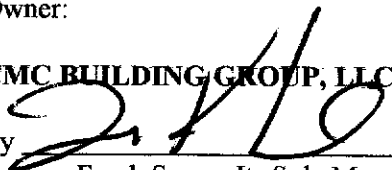
Dated this 17th day of September, 2009.



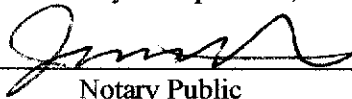
Owner:

CMC BUILDING GROUP, LLC

By

 PRESIDENT.
Frank Sacco, Its Sole Member and Manager

SUBSCRIBED AND SWORN TO before me
this 17th day of September, 2009


Notary Public

1 ANNEXATION AGREEMENT

2
3 THIS AGREEMENT ("Annexation Agreement") is entered into this 19th day of October,
4 2009, by CMC Building Group, LLC (hereinafter referred to as the "Owner") and the Village of
5 Carol Stream ("Village").

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

8 Lot 3 in Benesh's Division of part of Lot 2 in Assessment Plat of Edward Plane
9 Estate and of Lot 32 in Mardon Acres, all in Section 36, Township 40 North,
10 Range 9, East of the Third Principal Meridian, according to the plat of said
11 division recorded May 25, 1977 as document R77-39669, in DuPage County,
12 Illinois.

13
14 (hereinafter referred to as the "Subject Property"), with a street address of 27W110 North
15 Avenue (P.I.N. 01-36-204-018); and

16 WHEREAS, the Subject Property is contiguous to the present Village limits of the
17 Village of Carol Stream, DuPage County, Illinois; and

18 WHEREAS, the Subject Property is improved with an approximate 17,000 square foot
19 automobile sales dealership ("Chicago Motor Cars"), parking lot, vehicle display area and
20 landscape improvements; and

21 WHEREAS, the Subject Property is not within the existing territorial limits of any
22 municipality and may be annexed to the Village as provided in Article VII of the Illinois
23 Municipal Code (65 ILCS 5/7-1-1 et. seq.) and in accordance with the terms and conditions of
24 this Agreement; and

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

27 WHEREAS, the Village Board has determined that the annexation of the Subject
28 Property would further the orderly growth of the Village and promote the general welfare of the
29 Village.

30 WHEREAS, Owner proposes to continue operation of an automobile dealership business
31 on the Subject Property within the B-3 Service District of the Village upon annexation, in
32 accordance with the Site Plan prepared by Capital Design, Ltd. dated September 5, 2007, the
33 Building Elevation Plan prepared by Capital Design, Ltd. dated September 5, 2007, and the
34 Landscape Plan prepared by Capital Design, Ltd. dated August 20, 2007, (the “Plans”) together
35 with such modifications as may be approved by the Village; and

36 WHEREAS, on May 27, 2008, the Plan Commission / Zoning Board of Appeals of the
37 Village opened the Public Hearing on the proposed rezoning, the special use for an open sales lot
38 and variations for front yard building setback, parking space width and parking lot greenspace of
39 the Subject Property, pursuant to notice published and given as required by law, at which
40 meeting the Plan Commission continued the Public Hearing to their meeting on June 23, 2008;
41 and

42 WHEREAS, following the continued public hearing which was concluded by the Plan
43 Commission / Zoning Board of Appeals on June 23, 2008, the Plan Commission / Zoning Board
44 of Appeals submitted its Findings of Fact and Recommendations to the Board of Trustees of the
45 Village and recommended that the Subject Property be rezoned upon annexation B-3 Service
46 District within the Village, and also recommended that the special use for an open sales lot and

47 vehicle display area, and variations for front yard building setback, parking space width and
48 parking lot greenspace be approved; and

49 WHEREAS, the Village after due and careful consideration has concluded that the
50 annexation and development of the Subject Property in accordance with the terms and conditions
51 hereinafter set forth would further the growth of the Village, would increase the taxable value of
52 property within the Village, would properly and beneficially extend the corporate limits and
53 jurisdiction of the Village, would enable the Village to control development of the area and
54 would otherwise promote the proper growth, general welfare and best interests of the Village.

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

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

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

62 3. ANNEXATION. The Owner shall, contemporaneously with the execution
63 hereof, file with the Village Clerk a duly executed petition to annex the Subject Property which,
64 along with other land, which has agreed to annex to the Village under an agreement with the
65 Owner, constitutes territory contiguous to the Village pursuant to and in accordance with the
66 provisions of Illinois Compiled Statutes 5/7-1-1, and subject to the contingency described in
67 Paragraph 6 below, the Village will annex the Subject Property.

68 4. ANNEXATION ORDINANCE. Within thirty (30) days after the date hereof, the
69 Village shall pass an ordinance annexing this Subject Property and shall approve the Plat of
70 Annexation attached hereto as Exhibit A.

71 5. ZONING OF THE PROPERTY. Upon annexation and subject to the terms and
72 conditions of this Agreement, the Subject Property shall be zoned B-3 Service District under the
73 Village's Zoning Code.

74 6. ANNEXATION FEES TO VILLAGE. There shall be no annexation fee payable
75 to the Village.

76 7. SEWER AND WATER FEES OR CHARGES. Pursuant to a previously executed
77 agreement between the Owner and the Village, attached hereto as Exhibit B, the Owner has
78 connected to the Village water and sewer systems. Upon annexation of the property to the
79 Village, the Village agrees to waive, in full, payment of the Southwest Utility Connection Fee.
80 The owner shall abide by the same rules and regulations with respect to sewer and water service
81 as consumers and customers within the corporate limits of the Village. This provision includes,
82 but is not limited to, any sprinkling bans or limitations which may be imposed by the Village.
83 The Owner has paid regular Village connection charges and tap-on fees. Upon annexation, the
84 Owner shall pay the regular resident customer charges applicable to uses within the corporate
85 limits of the Village.

86 8. OTHER DONATIONS AND SALES TAX REPORTING. The Owner shall not
87 be otherwise required by the Village to donate any land or money to the Village or any other
88 governmental body. In addition, the Owner shall not be required to construct any public
89 improvements or improve any streets except as required by the Village ordinances and this
90 Agreement.

91 It is intended by the parties that the Subject Property shall continue to be used as an
92 automobile sales dealership. The Owner has reported sales from vehicles displayed or delivered
93 from the Subject Property as having taken place on the Subject Property. For the term of this
94 Agreement, the sale of all vehicles and other items of personal property, subject to sales or use
95 taxes, which are either displayed, warehoused, or delivered from the Subject Property, shall be
96 reported as sales taking place, after annexation, within the Village, subject to Owner's
97 compliance with the State of Illinois Department of Revenue rules and regulations.

98 9. ANNEXATION TO FIRE PROTECTION AND PARK DISTRICTS. If the
99 Subject Property is not annexed to any fire protection district or park district, the Owner shall
100 promptly, upon the annexation of the Subject Property to the Village, petition for annexation to
101 the Carol Stream Park District and the Carol Stream Fire Protection District. If the Subject
102 Property is currently part of a park district or fire protection district other than the Carol Stream
103 Park District or the Carol Stream Fire Protection District, the Owner shall, at the written request
104 of the Village, actively endeavor to disconnect from such district and annex to the Carol Stream
105 Park District and the Carol Stream Fire Protection District.

106 10. PLAN AND USE APPROVAL. The Subject Property has been developed in
107 accordance with the Site Plan prepared by Capital Design, Ltd. dated September 5, 2007, the
108 Building Elevation Plan prepared by Capital Design, Ltd. dated September 5, 2007, and the
109 Landscape Plan prepared by Capital Design, Ltd. dated August 20, 2007, hereinafter referred to
110 as the "Plans", copies of which are collectively attached hereto as Exhibit C. With the approval
111 of these plans, and in accordance with the recommendation forwarded by the Plan Commission /
112 Zoning Board of Appeals on June 23, 2008, the Village also approves the Special Use for an
113 open sales lot and exterior vehicle display, the variation to allow a 78 foot front building setback

114 as opposed to 100 feet as otherwise required, a parking stall width of nine feet as opposed to nine
115 and one-half feet for the 32 parking stalls at the northwest corner of the property, and a variation
116 to allow parking lot greenspace of four (4) percent as opposed to ten (10) percent as otherwise
117 required. The building and property must be maintained in accordance with these plans.
118 Following annexation of the property, future changes to the building or property shall comply
119 with all applicable Village Codes, including but not limited to the Building, Zoning and
120 Subdivision Codes, and shall require review and approval by the Village of Carol Stream in
121 accordance with the then-applicable review and approval processes established by the Municipal
122 Code.

123 11. WARRANTY. The Corporate Authorities of the Village and the Owner warrant
124 that they have the authority to enter into this Agreement. The Corporate Authorities of the
125 Village further warrant that they will perform all their obligations hereunder and will cause the
126 annexation agreement to be recorded upon satisfaction of the sale contingency set forth herein.

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

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

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

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

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

147 13. NUMBERS AND PARAGRAPH HEADINGS. All numbers and paragraph
148 headings in this Agreement are for convenience of reference only and are not intended to qualify
149 the meaning of any clause or paragraph.

150 14. SEVERABILITY. In the event that any portion of this Agreement shall be found
151 to be invalid by any court of competent jurisdiction, such finding of invalidity as to that portion
152 shall not affect the validity or enforceability of the balance of this Agreement.

153 15. NOTICES. All notices, requests, demands and other matters required to be given
154 or which may be given hereunder shall be in writing and shall be deemed given when delivered
155 in person or when deposited in the United States mail, registered or certified, postage prepaid,
156 addressed to the main office or to the Clerk of the Village, if to the Village of Carol Stream, with
157 a copy to Stewart Diamond, 140 South Dearborn Street, Suite 600, Chicago, Illinois 60603 and
158 to Mr. Frank Sacco, CMC Building Group, LLC, 27W110 North Avenue, West Chicago, IL

159 60185, with a copy to John R. Zemenak, Esq., Rathje & Woodward, LLC, 300 East Roosevelt
160 Road, Suite 300, Wheaton, IL 60187.

161 IN WITNESS WHEREOF, the parties have entered into this Agreement the date and year
162 first above written.

163 **VILLAGE:**

164 **Village of Carol Stream**

165
166
167
168
169 By: _____
170 Its: President

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172
173
174 Attest:

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178 _____
179 Its: Village Clerk

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183 **OWNER:**

184 **CMC Building Group, LLC**

185
186 By:  _____
187 Its: Manager and Sole Member
188

EXHIBIT "A"

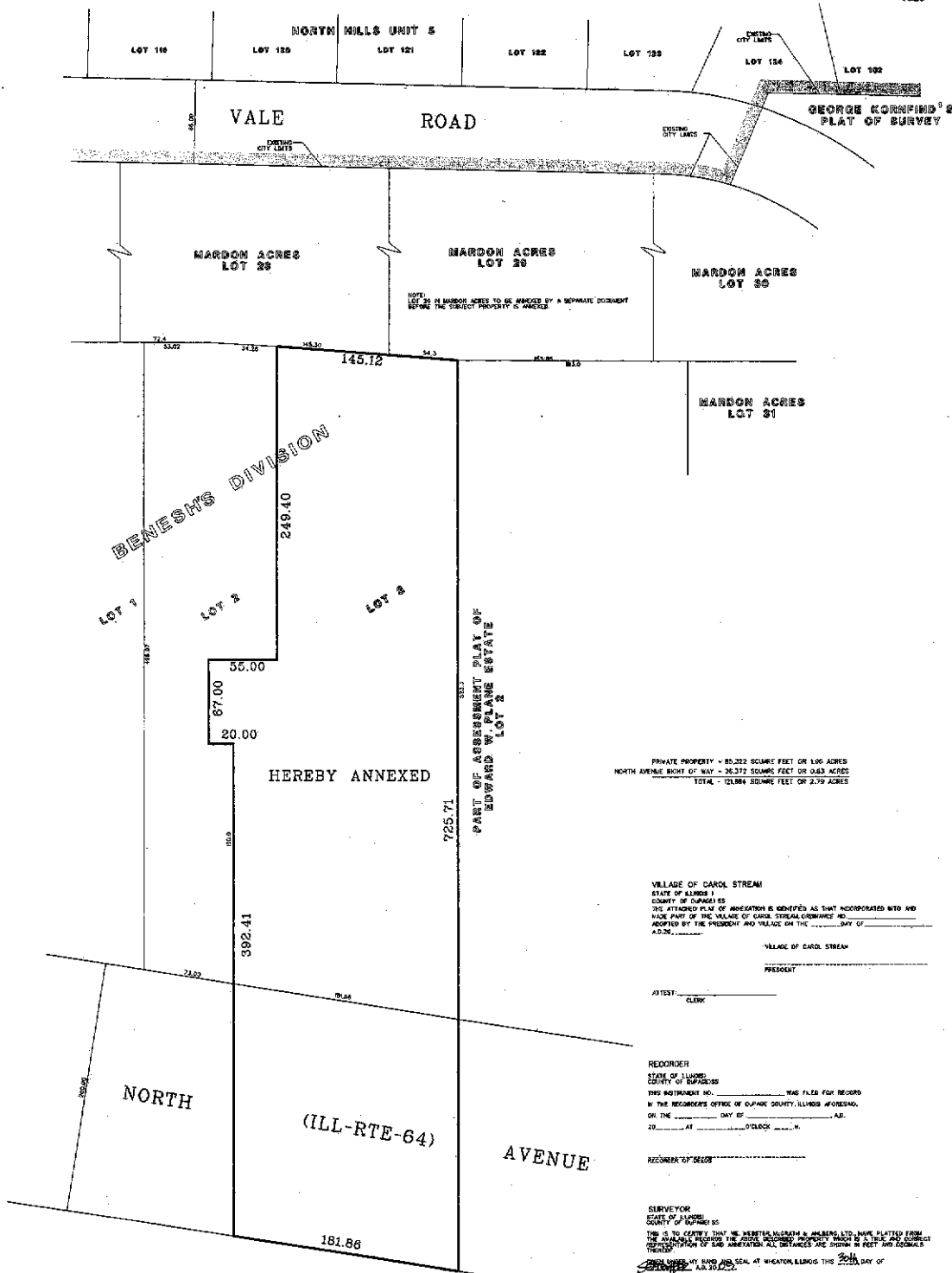
PLAT OF ANNEXATION

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PLAT OF ANNEXATION to the VILLAGE OF CAROL STREAM, ILLINOIS

PLAN OF 38-204-018

LOT 2 IN BENEŠ'S DIVISION BE PART OF LOT 2 IN ASSESSMENT PLAT OF EDWARD PLANE ESTATE AND OF LOT 28 IN MARION ACRES ALL IN SECTION 34 TOWNSHIP 40 NORTH RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID DIVISION RECORDED MAY 23, 1977 AS DOCUMENT #77-3988 IN DEPAW COUNTY, ILLINOIS TOGETHER WITH THAT PART OF NORTH AVENUE (ILLINOIS ROUTE 64) LYING SOUTH OF THE ABOVE DESCRIBED PARCEL.



VILLAGE OF CAROL STREAM
STATE OF ILLINOIS
COUNTY OF DUPAGE IS
THE ATTACHED PLAT OF ANNEXATION IS HEREBY AS THAT INCORPORATED INTO AND
THIS PART OF THE VILLAGE OF CAROL STREAM ORDINANCE NO. _____
ADOPTED BY THE PRESIDENT AND VILLAGE ON THE _____ DAY OF _____
A.D. 20____

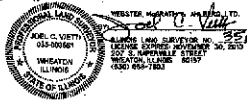
VILLAGE OF CAROL STREAM
PRESIDENT _____

ATTEST:
CLERK _____

RECORDER
STATE OF ILLINOIS
COUNTY OF DUPAGE
THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD
IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS AT _____
ON THE _____ DAY OF _____ A.D.
20____ AT _____ O'CLOCK _____ P.M.

RECORDER'S SEAL _____

SURVEYOR
STATE OF ILLINOIS
COUNTY OF DUPAGE
THIS IS TO CERTIFY THAT WE, WESTER, McGRATH & AHLBERG LTD. HAVE PLATTED FROM
THE ORIGINAL RECORDS THE ABOVE DESCRIBED PROPERTY WHICH IS A TRUE AND CORRECT
DESCRIPTION OF SAID PROPERTY AS DISTANCES ARE GIVEN IN FEET AND DECIMAL
FRACTIONS.
WITNESSE MY HAND AND SEAL AT WHEATON, ILLINOIS THIS 20th DAY OF
A.D. 20____



Lot	Area	Description	By
PLAT OF ANNEXATION			
LOCATION: 27 W 110 NORTH AVE WEST CHICAGO, ILLINOIS			
PREPARED FOR: WESTER, McGRATH & AHLBERG LTD. 100 EAST WASHINGTON ST. CHICAGO, ILLINOIS 60601			
DRAWN BY: [Signature]			
DATE: 4/20/03			
SCALE: 1"=40'			
WESTER, McGRATH & AHLBERG LTD. 100 EAST WASHINGTON ST. CHICAGO, ILLINOIS 60601			
Over a Copy of Same to the Clerk			

EXHIBIT "B"

AGREEMENT AUTHORIZING CONNECTION TO VILLAGE UTILITIES

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AGREEMENT AUTHORIZING CONNECTION TO VILLAGE UTILITIES

THIS AGREEMENT AUTHORIZING CONNECTION TO VILLAGE UTILITIES ("Agreement") is entered into between the Village of Carol Stream, Illinois municipal corporation ("Village") and Chicago Motor Car Corporation and Frank Sacco (collectively referred to herein as "Applicant") and is dated this 16th day of June, 2008.

WHEREAS, Frank Sacco is the owner of real property located at 27W110 North Avenue, West Chicago, Illinois ("Subject Property"), which is legally described in Exhibit "A" attached hereto and which is located in unincorporated DuPage County; and

WHEREAS, Chicago Motor Car Corporation desires to develop and operate an automobile sales dealership upon the Subject Property; and

WHEREAS, Applicant has submitted applications to the Village seeking approval of a pre-annexation agreement with the Village, as well as a special use permit to allow outdoor storage upon the Subject Property, as well as variances for relief from several of the Village's bulk regulations of its Zoning Ordinance; and

WHEREAS, Applicant has appeared before the Village's Plan Commission on May 27, 2008 relative to its zoning requests, and its requests were continued for a further public hearing before the Plan Commission until June 23, 2008; and

WHEREAS, the Village currently allows properties to connect to the Village's water system and waste water system upon approval by the Village corporate authorities of a pre-annexation agreement; and

WHEREAS, in the case of the Applicant, the Village and Applicant are currently negotiating the pre-annexation agreement for the Subject Property and the Applicant is making efforts to work with adjacent property to the immediate north of the Subject Property to annex to the Village, which will then make the Subject Property contiguous to the Village limits and eligible for immediate annexation; and

WHEREAS, Applicant's development permits have been approved by the County of DuPage and other governmental entities and agencies (excluding the Village) who exercise regulatory control over the Subject Property; and

WHEREAS, due to Applicant's efforts to obtain annexation of the property to the immediate north of the Subject Property and due to the potential delays in finalizing the negotiations for Applicant's pre-annexation agreement, Applicant seeks authorization from the Village to connect to the Village's water system and waste treatment system prior to formal approval of Applicant's pre-annexation agreement and related zoning approvals, subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the Village's corporate authorities have determined that allowing Applicant to connect to the Village's utilities as set forth herein prior to approval of a pre-annexation

agreement or ultimate annexation of the Subject Property is warranted under the circumstances given Applicant's valuable efforts to assist in the annexation of adjacent property, given the Village staff's initial recommendation of this proposed pre-annexation and related zoning approvals and given the protections to the Village set forth in this Agreement in the event that final pre-annexation and related approvals are not granted by the Village to Applicant.

NOW, THEREFORE, for mutual consideration exchanged between the parties, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The above-stated Recitals are hereby restated and incorporated into this Section 1 as though fully set forth herein.
2. Authorization to County. Upon approval of this Agreement and execution by all parties, the Village shall within three (3) business days thereafter issue a letter to the County of DuPage informing the County that the Applicant has received Village authorization as set forth in this Agreement to connect to the Village's water system and waste treatment system immediately upon issuance of building permits and related permits from the County, and further stating that the Village has no objection to the issuance of said permits by the County. The letter from the Village to the County of DuPage shall have attached to it a copy of this Agreement, so that the County is aware that the Village may choose to disconnect utilities as provided herein.
3. Connection to Village Utilities. Upon the issuance of building permits and related permits by the County of DuPage to Applicant for the development of an automobile sales dealership upon the Subject Property, and upon Applicant's completing all permit requirements of the Village in order to connect to the Village's water system and waste treatment system, the Village shall approve such permits and authorize Applicant to immediately connect the Subject Property to the Village's water system and waste treatment system. This authorization shall be made despite the fact that Applicant has not received final approvals from the Village for its requests for pre-annexation and related zoning approvals, and is subject to the conditions and limitations set forth in this Agreement.
4. Applicant's Obligations. In order to connect to the Village's water system and waste treatment system, the following conditions must be met:
 - A. This Agreement must be approved and signed by all parties.
 - B. The County of DuPage must issue building permits and related permits for Applicant's proposed automobile sales dealership upon the Subject Property, and Applicant shall provide approved permits to the Village.
 - C. Applicant shall comply with all Village permit requirements and shall comply with all ordinances and regulations of the Village in order to connect to the Village's water system and waste treatment system.
 - D. Applicant shall make all connections to the Village's water system and waste treatment system as required by Village ordinances and regulations.

E. Applicant shall pay the non-resident rates once connected to the Village's water system and waste treatment system, unless and until different rates are approved as part of an approved pre-annexation agreement or annexation agreement for the Subject Property.

F. Applicant's connection to the Village's water system and waste treatment system shall be subject to the other terms and conditions set forth in this Agreement.

5. Disconnection. It is expressly understood by Applicant that this Agreement authorizing connection to the Village's water system and waste treatment system prior to final approval of Applicant's pre-annexation agreement and related zoning approvals for the Subject Property are at Applicant's sole risk. This Agreement shall not serve as approval for Applicant's pre-annexation request and related zoning approval requests for the Subject Property, and shall not serve as an indication from the Village that such approvals are likely. The Applicant is aware that a termination of sewer and water services, (which are provided for within this section), shall result in the closure of the Applicant's business until such time as it is able to provide permanent potable water and sanitary sewer system services as are required within the ordinances of the County. The Applicant accepts that risk.

In the event that Applicant's requests for pre-annexation and related zoning approvals for the Subject Property are denied by the Village, Applicant shall be obligated at its own expense to disconnect the Subject Property from the Village's water system and waste treatment system within fourteen (14) days after the vote from the Village's corporate authorities denying such requests. Such disconnection by Applicant shall be performed in accordance with all Village ordinances and regulations.

In the event that Applicant fails to disconnect from the Village's water system and waste treatment system within the time period set forth above, the Village shall issue a letter to Applicant by certified mail advising Applicant that it is in default under this Agreement and that disconnection by Applicant must be performed by Applicant within seven (7) days from the mailing date of said certified letter. In the event that Applicant fails to disconnect the Subject Property from the Village's water system and waste treatment system within said seven (7) day period, such failure shall constitute a default under this Agreement.

Upon such default, the Applicant expressly grants permission to the Village, its employees and agents, to enter upon the Subject Property and take all reasonable action necessary to disconnect the Subject Property from the Village's water system and waste treatment system. Applicant further agrees that such disconnection by the Village upon default shall not require any court authorization, court order or further approval by the Village's corporate authorities, and that such entry upon the Subject Property by the Village and disconnection by the Village as set forth herein shall not constitute a trespass upon the Subject Property or a violation of any vested rights of Applicant.

In the event of disconnection performed by the Village, the Village shall issue an invoice to Applicant by certified mail setting forth all of the Village's labor costs and material costs for

performing such disconnection. Applicant shall pay said invoice within seven (7) days upon its receipt.

In the event of nonpayment by Applicant within the time period set forth herein, the Village is authorized to record a lien against the Subject Property in the amount of the unpaid invoice and shall be authorized to take appropriate legal action to foreclose on said lien.

6. Release of Liability. Applicant hereby releases and discharges the Village, its elected officials, officers, employees, attorneys and agents from and against all liabilities, claims, causes of action and damages of Applicant in any manner related to the Village's actions in disconnecting the Subject Property from the Village's water system and waste treatment system upon a default of Applicant as set forth herein.

7. Final Agreement. This Agreement supercedes all prior written and oral agreements, understandings and negotiations between the parties and constitutes their final agreement. This Agreement may only be modified by a written instrument signed by all parties hereto.

8. Counterparts. This Agreement may be executed in counterparts, with each counterpart signature deemed as an original, but all of which together shall constitute one and the same document. Faxed signatures are acceptable for implementation of this Agreement, with original signatures to immediately follow.

9. Notice. All notices, requests, demands or other communications required or permitted hereunder shall be in writing and shall be served by certified mail, with receipt required, to the parties as follows:

Village: Village of Carol Stream
Attention: Frank Saverino, Sr., Mayor
500 North Gary Avenue
Carol Stream, IL 60188-1899

With a copy to:

Applicant: Frank Sacco
Chicago Motor Car Corporation
26 W 251 St. Charles Road
Carol Stream, IL 60188

With a copy to: John R. Zemenak, Esq.
Rathje & Woodward, LLC
300 East Roosevelt Road, Suite 300
Wheaton, IL 60187

[SIGNATURE PAGE TO FOLLOW]

WHEREFORE, the parties have executed this Agreement on the date first written above.

VILLAGE OF CAROL STREAM



Mayor

Attest: 

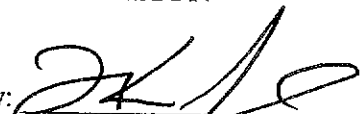
Village Clerk

FRANK SACCO



Frank Sacco

**CHICAGO MOTOR CARS
CORPORATION**

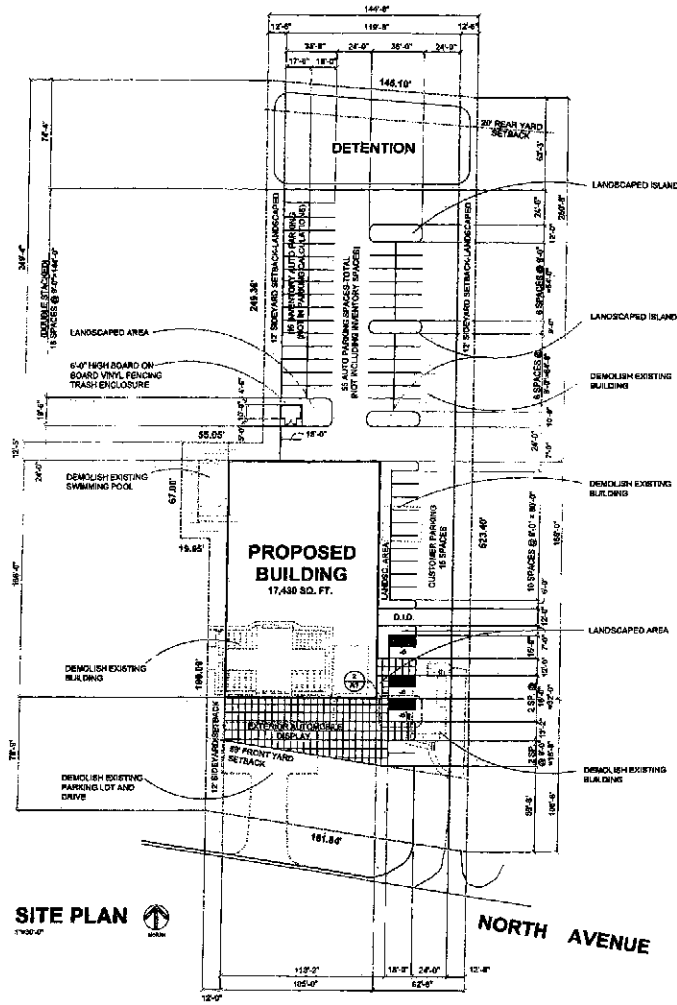
By: 

Frank Sacco, Its President

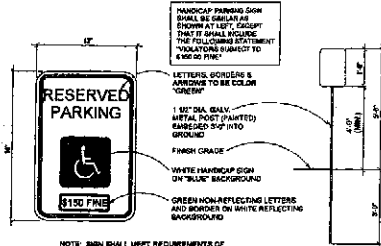
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EXHIBIT "C"

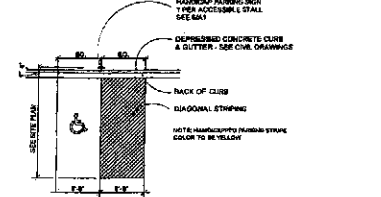
APPROVED DEVELOPMENT PLANS



SITE PLAN

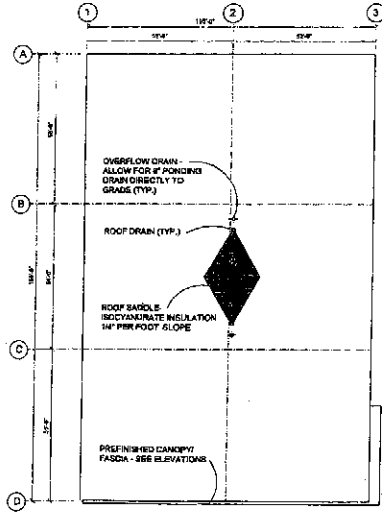


HANDICAPPED PARKING SIGN



ACCESSIBLE PARKING STALL

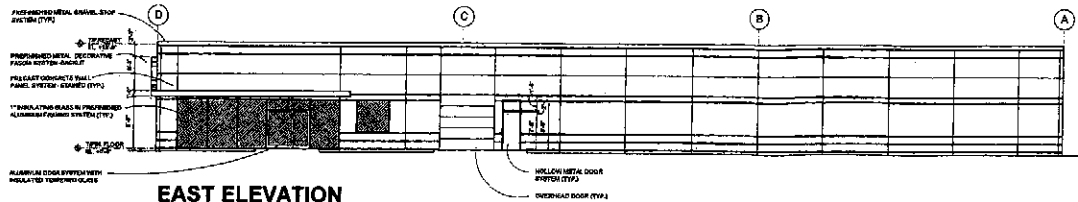
AREA DATA	
SITE AREA	43,365 SQ. FT.
F.A.R.	1.00 ACRES
BUILDING AREA	75%
TOTAL	17,430 SQ. FT.
PARKING REQUIRED	37,440 SQ. FT. @ 1 SPACES PER 100 SQ. FT.
	33 SPACES
PARKING PROVIDED	
HANDICAPPED SPACES	3 SPACES
STANDARD STALLS	30 SPACES
TOTAL	33 SPACES
PARKING LANDSCAPE REQUIREMENT	
PARKING LOT AREA	32,911 SQ. FT.
REQUIRED LANDSCAPE AREA (10% OF AREA)	3,291 SQ. FT.
ACTUAL LANDSCAPE AREA	3,277 SQ. FT.



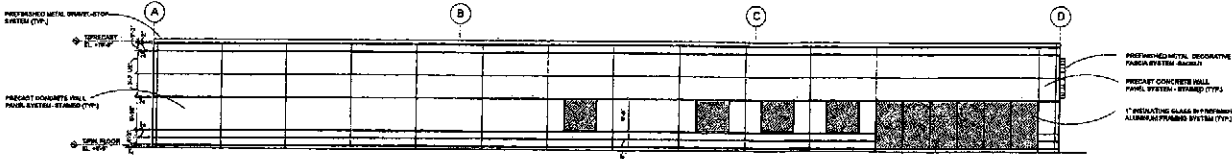
ROOF PLAN

EXHIBIT A

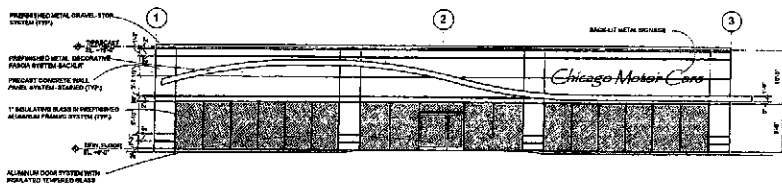
DESIGNER	ARCHITECT CAPITAL DESIGN, LTD. 1000 N. MICHIGAN AVE., SUITE 1000 CHICAGO, ILLINOIS 60611 TEL: 312.527.1000 FAX: 312.527.1001 WWW.CAPITALDESIGN.COM	CONSULTANT	REVISIONS NONE OF RECORD FOR RECORD	PROJECT NAME REDEVELOPMENT PLAN FOR CHICAGO MOTOR CARS 30711 NORTH AVE. E. NORTH CHICAGO, ILLINOIS	DATE 06/20/10 JOB NUMBER 20085	SHEET NUMBER A1 OF SHEETS
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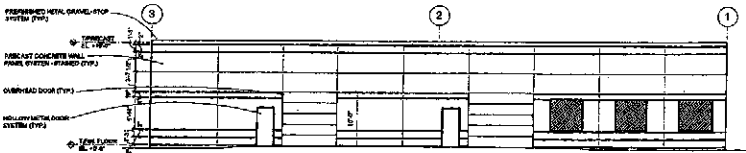
EAST ELEVATION
1/2" = 1'-0"



WEST ELEVATION
1/2" = 1'-0"



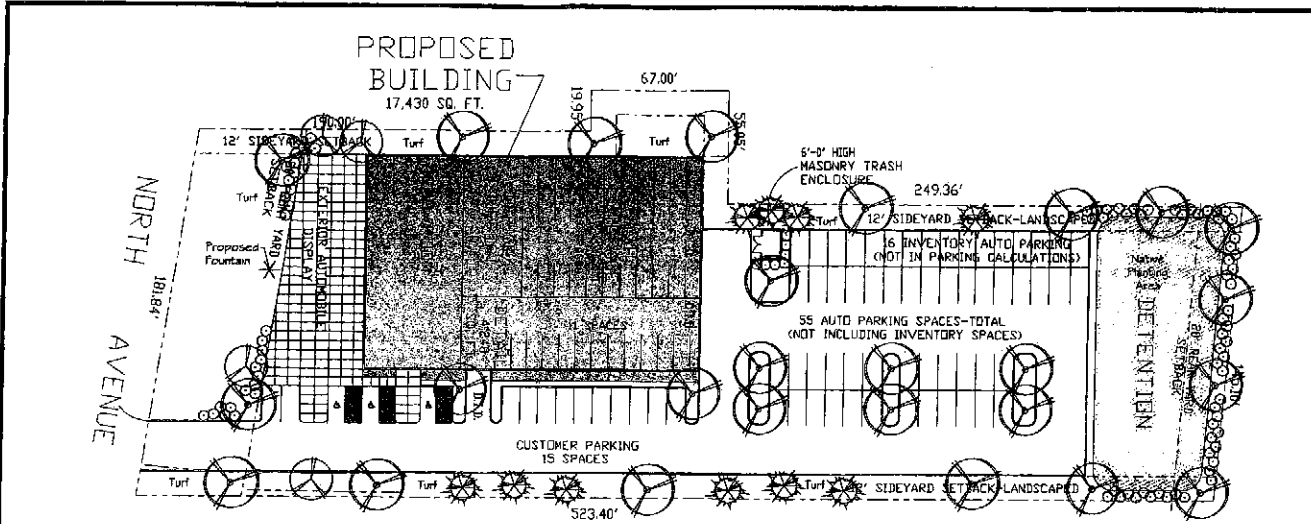
SOUTH ELEVATION
1/2" = 1'-0"



NORTH ELEVATION
1/2" = 1'-0"

EXHIBIT B

DEVELOPER 	ARCHITECT  	CONSULTANT 	REVISIONS 18-06-07 ISSUED FOR PERMIT 	PROJECT NAME PREPARED FOR CHICAGO MOTOR CARS 2200 LAKESIDE AVENUE WEST CHICAGO, ILLINOIS	DATE 18-06-07 JOB NUMBER 20655	SHEET NUMBER A3 OF 10 SHEETS
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Legend

- Shade Tree (2 1/2' min.)
- Ornamental Tree (6' min.)
- Evergreen Tree (6' min.)
- Deciduous Shrub (30' min.)
- Small Shrub and/or Bedding Plants

REPRESENTATIVE PLANT LIST

DECIDUOUS SHADE TREES	Asian Maple	EVERGREEN SHRUBS	Small Jersey Tea
Acer (round) 'Autumn Blaze'	American Elm	Japanese c. 'Sea Green'	Hawthorn
Cercidiphyllum japonicum	Red Maple	Japanese c. 'Winter Gold'	Holly
Quercus (oak)	White Birch	Japanese c. 'Gold Leaf'	Japanese Barberry
Fraxinus	Japanese Tree Lilac	Japanese c. 'Green Gold'	Japanese Spindle Tree
Prunella	Japanese Tree Lilac	Japanese c. 'Green Gold'	Japanese Spindle Tree
Amelanchier canadensis	Japanese Tree Lilac	Japanese c. 'Green Gold'	Japanese Spindle Tree
Betula nigra	Japanese Tree Lilac	Japanese c. 'Green Gold'	Japanese Spindle Tree
Cornus	Japanese Tree Lilac	Japanese c. 'Green Gold'	Japanese Spindle Tree
Crataegus c. inermis	Japanese Tree Lilac	Japanese c. 'Green Gold'	Japanese Spindle Tree
Fagus sylvatica	Japanese Tree Lilac	Japanese c. 'Green Gold'	Japanese Spindle Tree
Halepocarya	Japanese Tree Lilac	Japanese c. 'Green Gold'	Japanese Spindle Tree
Malus 'Empress'	Japanese Tree Lilac	Japanese c. 'Green Gold'	Japanese Spindle Tree
Prunella 'Chantrelle'	Japanese Tree Lilac	Japanese c. 'Green Gold'	Japanese Spindle Tree
Rhododendron	Japanese Tree Lilac	Japanese c. 'Green Gold'	Japanese Spindle Tree
Spirea	Japanese Tree Lilac	Japanese c. 'Green Gold'	Japanese Spindle Tree
Amelanchier canadensis	Japanese Tree Lilac	Japanese c. 'Green Gold'	Japanese Spindle Tree
Betula nigra	Japanese Tree Lilac	Japanese c. 'Green Gold'	Japanese Spindle Tree
Cornus	Japanese Tree Lilac	Japanese c. 'Green Gold'	Japanese Spindle Tree
Crataegus c. inermis	Japanese Tree Lilac	Japanese c. 'Green Gold'	Japanese Spindle Tree
Fagus sylvatica	Japanese Tree Lilac	Japanese c. 'Green Gold'	Japanese Spindle Tree
Halepocarya	Japanese Tree Lilac	Japanese c. 'Green Gold'	Japanese Spindle Tree
Malus 'Empress'	Japanese Tree Lilac	Japanese c. 'Green Gold'	Japanese Spindle Tree
Prunella 'Chantrelle'	Japanese Tree Lilac	Japanese c. 'Green Gold'	Japanese Spindle Tree
Rhododendron	Japanese Tree Lilac	Japanese c. 'Green Gold'	Japanese Spindle Tree
Spirea	Japanese Tree Lilac	Japanese c. 'Green Gold'	Japanese Spindle Tree

GENERAL NOTES

1. Quantities are supplied as a convenience. The Contractor shall verify all quantities.
2. Landscaping Contractor shall verify locations of all underground utilities prior to digging. Contact 'CALL BEFORE YOU DIG' (800-485-5822).
3. Planting beds shall be elevated slightly to provide for proper drainage. Rootballs of trees shall be elevated above finished grade as illustrated on installation details. All grading shall provide slopes which are smooth, continuous and have positive drainage in all areas. Should the Landscaping Contractor encounter drainage problems which may be detrimental to the growth of the specified plant materials, the Owner shall be notified accordingly prior to installation.
4. Plant material shall be nursery grown and be either ball and burlapped or container grown. Sizes indicated on plan list represent minimum requirements. The requirements for measurement, branching and leaf size shall conform to the 'Manual Standard for Nursery Stock' (latest edition) by the American Nursery and Landscape Association. Plant materials for groupings or other agency is critical, shall be watched as closely as possible.
5. Contractor shall obtain one (1) complete soil evaluation performed by a certified Soil Testing Laboratory including recommendations for specific soil amendments. Samples are to be taken prior to installation of plant materials and any addition of soil amendments.

Chicago Motor Cars
Carol Stream, IL

3/21/22
1" = 20'
DATE: 03-21-22
DRAWN BY: [Signature]
SCALE: AS SHOWN

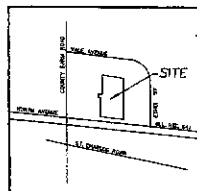
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EXHIBIT C

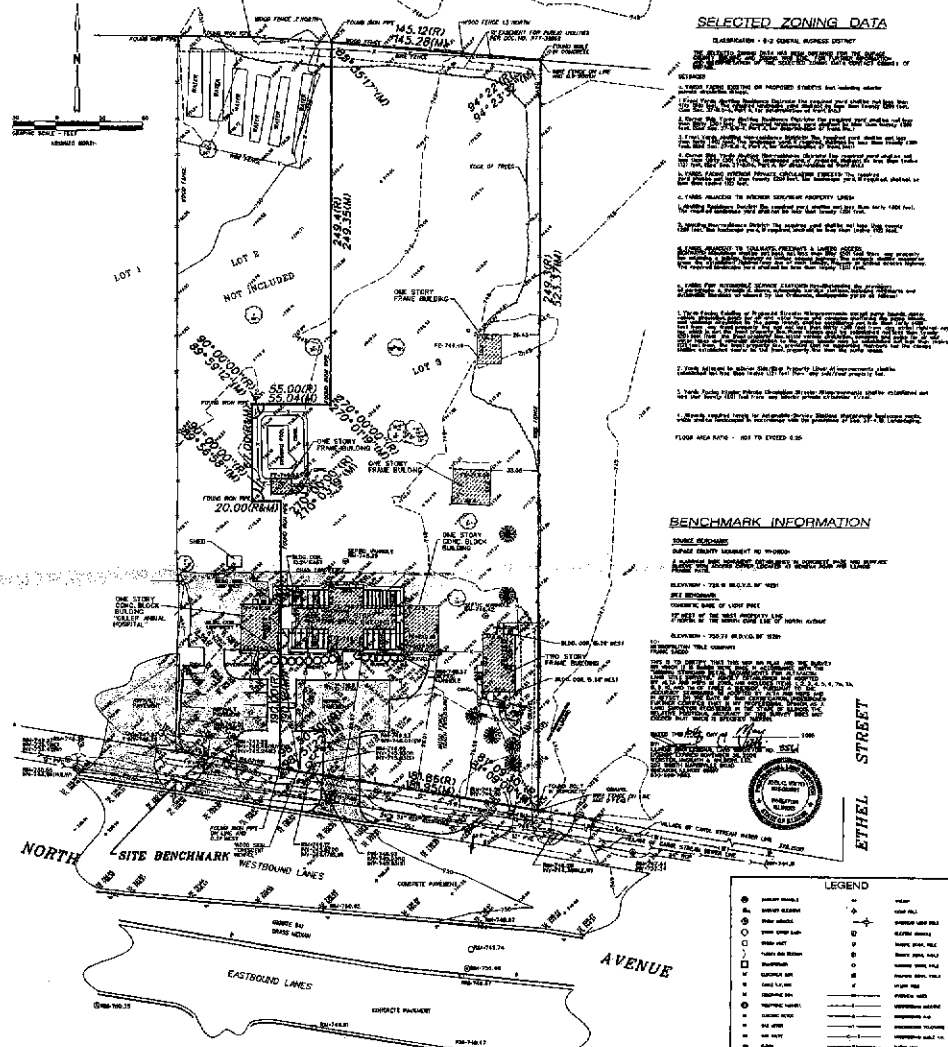
ALTA/ACSM LAND TITLE SURVEY

THIS IS A PRELIMINARY SURVEY OF THE LAND AND INTERESTS THEREIN AS SHOWN ON THE PLAN HEREIN. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY OTHER SURVEYS OR ENCUMBRANCES AFFECTING THE LAND SURVEYED.

C-12586-A-1A



VICINITY MAP



SELECTED ZONING DATA

CLASSIFICATION - R-2 GENERAL RESIDENCE DISTRICT
THE ZONING DISTRICT IS THE SAME AS SHOWN ON THE ZONING MAP OF THE CITY OF WASHINGTON, DISTRICT OF COLUMBIA, AS AMENDED TO DATE OF THIS SURVEY.

1. THE ZONING DISTRICT OF THE PROPERTY IS R-2 GENERAL RESIDENCE DISTRICT. THE ZONING DISTRICT IS THE SAME AS SHOWN ON THE ZONING MAP OF THE CITY OF WASHINGTON, DISTRICT OF COLUMBIA, AS AMENDED TO DATE OF THIS SURVEY.

2. THE ZONING DISTRICT OF THE PROPERTY IS R-2 GENERAL RESIDENCE DISTRICT. THE ZONING DISTRICT IS THE SAME AS SHOWN ON THE ZONING MAP OF THE CITY OF WASHINGTON, DISTRICT OF COLUMBIA, AS AMENDED TO DATE OF THIS SURVEY.

3. THE ZONING DISTRICT OF THE PROPERTY IS R-2 GENERAL RESIDENCE DISTRICT. THE ZONING DISTRICT IS THE SAME AS SHOWN ON THE ZONING MAP OF THE CITY OF WASHINGTON, DISTRICT OF COLUMBIA, AS AMENDED TO DATE OF THIS SURVEY.

4. THE ZONING DISTRICT OF THE PROPERTY IS R-2 GENERAL RESIDENCE DISTRICT. THE ZONING DISTRICT IS THE SAME AS SHOWN ON THE ZONING MAP OF THE CITY OF WASHINGTON, DISTRICT OF COLUMBIA, AS AMENDED TO DATE OF THIS SURVEY.

5. THE ZONING DISTRICT OF THE PROPERTY IS R-2 GENERAL RESIDENCE DISTRICT. THE ZONING DISTRICT IS THE SAME AS SHOWN ON THE ZONING MAP OF THE CITY OF WASHINGTON, DISTRICT OF COLUMBIA, AS AMENDED TO DATE OF THIS SURVEY.

6. THE ZONING DISTRICT OF THE PROPERTY IS R-2 GENERAL RESIDENCE DISTRICT. THE ZONING DISTRICT IS THE SAME AS SHOWN ON THE ZONING MAP OF THE CITY OF WASHINGTON, DISTRICT OF COLUMBIA, AS AMENDED TO DATE OF THIS SURVEY.

7. THE ZONING DISTRICT OF THE PROPERTY IS R-2 GENERAL RESIDENCE DISTRICT. THE ZONING DISTRICT IS THE SAME AS SHOWN ON THE ZONING MAP OF THE CITY OF WASHINGTON, DISTRICT OF COLUMBIA, AS AMENDED TO DATE OF THIS SURVEY.

8. THE ZONING DISTRICT OF THE PROPERTY IS R-2 GENERAL RESIDENCE DISTRICT. THE ZONING DISTRICT IS THE SAME AS SHOWN ON THE ZONING MAP OF THE CITY OF WASHINGTON, DISTRICT OF COLUMBIA, AS AMENDED TO DATE OF THIS SURVEY.

9. THE ZONING DISTRICT OF THE PROPERTY IS R-2 GENERAL RESIDENCE DISTRICT. THE ZONING DISTRICT IS THE SAME AS SHOWN ON THE ZONING MAP OF THE CITY OF WASHINGTON, DISTRICT OF COLUMBIA, AS AMENDED TO DATE OF THIS SURVEY.

10. THE ZONING DISTRICT OF THE PROPERTY IS R-2 GENERAL RESIDENCE DISTRICT. THE ZONING DISTRICT IS THE SAME AS SHOWN ON THE ZONING MAP OF THE CITY OF WASHINGTON, DISTRICT OF COLUMBIA, AS AMENDED TO DATE OF THIS SURVEY.

FLOOR AREA RATIO - NOT TO EXCEED 0.30

BENCHMARK INFORMATION

THE BENCHMARK IS A BENCH MARK OF THE DISTRICT OF COLUMBIA, AS SHOWN ON THE BENCHMARK MAP OF THE DISTRICT OF COLUMBIA, AS AMENDED TO DATE OF THIS SURVEY.

THE BENCHMARK IS A BENCH MARK OF THE DISTRICT OF COLUMBIA, AS SHOWN ON THE BENCHMARK MAP OF THE DISTRICT OF COLUMBIA, AS AMENDED TO DATE OF THIS SURVEY.

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THE BENCHMARK IS A BENCH MARK OF THE DISTRICT OF COLUMBIA, AS SHOWN ON THE BENCHMARK MAP OF THE DISTRICT OF COLUMBIA, AS AMENDED TO DATE OF THIS SURVEY.



LEGEND

●	Survey Point	○	Lot Line
○	Corner Point	○	Street Right of Way
○	Well Head	○	Utility Pole
○	Water Meter	○	Manhole
○	Gas Meter	○	Fire Hydrant
○	Electric Meter	○	Telephone Pole
○	Water Valve	○	Gas Valve
○	Electric Valve	○	Telephone Valve
○	Water Main	○	Gas Main
○	Electric Main	○	Telephone Main
○	Water Easement	○	Gas Easement
○	Electric Easement	○	Telephone Easement
○	Water Right of Way	○	Gas Right of Way
○	Electric Right of Way	○	Telephone Right of Way

SCHEDULE B SURVEY ITEMS

THE SURVEYOR HAS CONDUCTED THE FOLLOWING SURVEY ITEMS AS SHOWN ON THE PLAN HEREIN:

1. THE SURVEYOR HAS CONDUCTED THE FOLLOWING SURVEY ITEMS AS SHOWN ON THE PLAN HEREIN:

2. THE SURVEYOR HAS CONDUCTED THE FOLLOWING SURVEY ITEMS AS SHOWN ON THE PLAN HEREIN:

3. THE SURVEYOR HAS CONDUCTED THE FOLLOWING SURVEY ITEMS AS SHOWN ON THE PLAN HEREIN:

4. THE SURVEYOR HAS CONDUCTED THE FOLLOWING SURVEY ITEMS AS SHOWN ON THE PLAN HEREIN:

5. THE SURVEYOR HAS CONDUCTED THE FOLLOWING SURVEY ITEMS AS SHOWN ON THE PLAN HEREIN:

PARKING

NO STRIPPED PARKING SPACES

GENERAL NOTES

1. THE SURVEYOR HAS CONDUCTED THE FOLLOWING SURVEY ITEMS AS SHOWN ON THE PLAN HEREIN:

2. THE SURVEYOR HAS CONDUCTED THE FOLLOWING SURVEY ITEMS AS SHOWN ON THE PLAN HEREIN:

3. THE SURVEYOR HAS CONDUCTED THE FOLLOWING SURVEY ITEMS AS SHOWN ON THE PLAN HEREIN:

4. THE SURVEYOR HAS CONDUCTED THE FOLLOWING SURVEY ITEMS AS SHOWN ON THE PLAN HEREIN:

5. THE SURVEYOR HAS CONDUCTED THE FOLLOWING SURVEY ITEMS AS SHOWN ON THE PLAN HEREIN:

FLOOD ZONE STATEMENT

THE SURVEYOR HAS CONDUCTED THE FOLLOWING SURVEY ITEMS AS SHOWN ON THE PLAN HEREIN:

1. THE SURVEYOR HAS CONDUCTED THE FOLLOWING SURVEY ITEMS AS SHOWN ON THE PLAN HEREIN:

2. THE SURVEYOR HAS CONDUCTED THE FOLLOWING SURVEY ITEMS AS SHOWN ON THE PLAN HEREIN:

3. THE SURVEYOR HAS CONDUCTED THE FOLLOWING SURVEY ITEMS AS SHOWN ON THE PLAN HEREIN:

4. THE SURVEYOR HAS CONDUCTED THE FOLLOWING SURVEY ITEMS AS SHOWN ON THE PLAN HEREIN:

5. THE SURVEYOR HAS CONDUCTED THE FOLLOWING SURVEY ITEMS AS SHOWN ON THE PLAN HEREIN:

No.	Description	Area
1	Lot 1	14.5 (20' x 110')
2	Lot 2	24.8 (20' x 124')
3	Lot 3	24.8 (20' x 124')
4	Lot 4	24.8 (20' x 124')
5	Lot 5	24.8 (20' x 124')
6	Lot 6	24.8 (20' x 124')
7	Lot 7	24.8 (20' x 124')
8	Lot 8	24.8 (20' x 124')
9	Lot 9	24.8 (20' x 124')
10	Lot 10	24.8 (20' x 124')

ALTA/ACSM LAND TITLE SURVEY
DATE: 08/15/2018
BY: [Signature]
CHECKED: [Signature]
WMA
D-12586-A-1A

AGENDA ITEM
C-4 10-19-09

Village of Carol Stream

Intradepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Deputy Chief Jerry O'Brien *JOB. #75*

DATE: October 15, 2009

RE: 2008-2009 IACP National Law Enforcement Challenge Award
Second Place (National) Municipal Agencies 46-65 sworn

Sergeant John Jungers and Officer Julie Johnson completed an application and a detailed summary of the actions that the Carol Stream Police Department participated in to contribute to outstanding traffic safety. The summary is actually a bound book that details all of the individual programs that make up our traffic safety program.

Some of the areas that were detailed include: law enforcement and education of the public for occupant protection, impaired driver enforcement, child safety seat education, speed enforcement and aggressive driver enforcement.

The Carol Stream Police Department was selected as the second place national award winner for Municipal agencies 46-65 sworn. Sergeant Jungers and Officer Johnson attended the Highway Safety Awards at the International Association of Chiefs of Police Conference on October 6, 2009. They received the award on behalf of the men and women of our police department.

Sgt. John Jungers would like to present this award to the Village Board at the October 19, 2009 scheduled meeting.

AGENDA ITEM

Village of Carol Stream El 10-19-09

Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

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

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

DATE: October 14, 2009

RE: **Agenda Item for the Village Board meeting of October 19, 2009**
PC/ZBA Case No. 09232, Village of Carol Stream – Text Amendments to the
Zoning Code (§16-12-1(D)) Regarding Allowable Driveway Width

The Village Code provisions regulating single-family residential driveway design were updated in 2002, 2007 and 2008. This summer, when reviewing a building permit application for a driveway expansion, Community Development Department staff discovered that the 2007 text amendments deleted a provision that allowed for the construction of a commonly found driveway configuration in Carol Stream. Until the 2007 text amendments, the Zoning Code allowed driveways to be widened to provide a parking area adjacent to the main driveway, which allowed a vehicle to be parked out of the driveway lanes leading from the street to the garage. In the case of the above-referenced permit review, on August 17, 2009, the Village Board granted temporary approval to allow the driveway to be expanded, and directed staff to prepare the necessary Zoning Code text amendments that would restore the provisions allowing for such a driveway configuration.

The Zoning Code text amendments prepared by staff would: 1) clarify the maximum driveway width at the front property line and 2) establish the maximum overall width to which a driveway could be widened. With respect to the later, the suggested text amendments would allow driveways to be widened to provide for one more "lane" of driveway parking than the number of lanes leading from the street to the garage on the property. For example, a home with a one-car garage would be allowed to have a one-car wide driveway, plus one additional lane, for a maximum driveway width of 20 feet. A home with a two-car garage would be allowed to have the two lanes leading to the garage from the street, plus one additional adjacent lane, for a total of three lanes or 30 feet of driveway width.

The staff report presenting the text amendments, with supporting documentation, was transmitted to the Village Board with the Plan Commission/Zoning Board of Appeals (PC/ZBA) packet on October 9, 2009. At their October 12, 2009, meeting, by a vote of 5-0, the PC/ZBA recommended approval of the text amendments.

If the Village Board concurs with the PC/ZBA recommendation regarding the text amendments regulating single-family residential driveway widths, they should approve the text amendments and adopt the necessary Ordinance.

DTB:db

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Village of Carol Stream

Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

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

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

DATE: October 14, 2009

RE: **Agenda Item for the Village Board meeting of October 19, 2009**
PC/ZBA Case No. 09236, S&S International Inc. – 457 St. Paul Boulevard,
Variation for Landbanked Parking and an Amendment to Special Use
Ordinance 2008-05-18

S&S International Inc. has filed an application for a variation to allow 70 parking spaces to be landbanked as greenspace on the property at 457 St. Paul Boulevard, in association with a planned 40,000 square foot building addition. S&S International, a stainless steel processing business, has 58 employees and proposes to serve the property with 80 actual parking spaces once the building addition is complete. The existing parking facilities on the property would be expanded and reconstructed as part of the building addition project. Based upon the proposed use of space in the building following the completion of the addition, the Zoning Code will require 147 parking spaces. Due to the relatively low employee count, the applicant is seeking a variation to landbank 70 spaces.

S&S International is also requesting an amendment to condition #6 of Ordinance 2008-05-18, which granted a special use to the property for the outdoor installation of dust collection equipment. Condition #6 required the reconstruction of all parking lots and drive aisles on the property by September 1, 2009. Due to the pending building addition project, for which the Village issued a building permit on October 12, 2009, S&S International owner Chhotalal Patel is seeking an extension of the parking lot reconstruction deadline, such that the work would be completed as part of the overall building addition project. The reasons for this request are that a newly reconstructed lot could be subject to damage by construction traffic during the building addition project, and also that the new parking lot on the east side of the building is proposed to be shifted a few feet to the west. It should be noted that within the past few weeks, the deteriorated drive aisle pavement in the east parking lot was temporarily patched. Mr. Patel understands that the new lot on the east side of the building would need to be completed prior to the Village granting a certificate of occupancy for the new addition, or, in the event that the building expansion project is not underway by summer 2010, the parking lot reconstruction work must be complete by July 31, 2010.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the Plan Commission/Zoning Board of Appeals (PC/ZBA) packet on October 9, 2009. At their October 12, 2009, meeting, by a vote of 5-0, the PC/ZBA recommended approval of the variation to allow landbanked parking, subject to the conditions noted in the staff report. The

PC/ZBA also approved the amendment to Special Use Ordinance 2008-05-18, subject to the conditions noted in the staff report.

If the Village Board concurs with the PC/ZBA recommendations regarding the variation to allow landbanked parking and the amendment to Special Use Ordinance 2008-05-18, they should approve the variation and special use amendment, subject to the conditions contained in the Ordinances, and adopt the necessary Ordinances.

DTB:db

c: Chhotalal Patel, Owner of S&S International Inc. (via e-mail)

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AGENDA ITEM

Village of Carol Stream Elc 10-19-09

Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

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

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

DATE: October 14, 2009

RE: **Agenda Item for the Village Board meeting of October 19, 2009
PC/ZBA Case No. 09240, F&F Realty – 732 Bluff Street, Sign Code Variations
and Minor Modifications to a Planned Unit Development Plan**

At the Village Board meeting on October 5, 2009, F&F Realty, which in 2008 acquired the Lakehaven Apartment complex located on the west side of Bluff Street south of Elk Trail, was found to be the successful bidder to purchase the 1.03-acre Village-owned property at the southwest corner of Elk Trail and Bluff Street. F&F Realty wishes to install a new 'Lakehaven Apartments' project identification sign on the corner property, and has filed an application for two Sign Code variations to allow for the construction of the sign. The first variation is to allow the sign to measure eight feet, two inches in height, as opposed to six feet, as allowed; the second variation is to allow the sign to be built on property zoned B-4 Office, Research and Institutional Building District, which is the current zoning classification of the property. As a point of information, F&F Realty is also planning construct building additions totaling approximately 1,000 square feet to the existing Lakehaven Apartments clubhouse. The additions represent a minor modification to the approved Planned Unit Development Plan. The Plan Commission has the authority to approve minor modifications to approved Planned Unit Development Plans, with no action needed by the Village Board.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the Plan Commission/Zoning Board of Appeals (PC/ZBA) packet on October 9, 2009. At their October 12, 2009, meeting, by a vote of 5-0, the PC/ZBA approved the Sign Code variations subject to the conditions noted in the staff report. For informational purposes, the PC/ZBA also approved the minor modifications to the Planned Unit Development Plan by a vote of 5-0.

The Plan Commission has the authority to approve or deny Sign Code variation requests. However, the Sign Code grants the Village Board the opportunity to affirm or reverse the decision of the Plan Commission within 21 days of the date that the request first appears before the Village Board. If the Village Board chooses to take action on the Sign Code Variation request, their decision is final. If the Board chooses not to take action within the 21-day period set forth in the Sign Code, the decision of the Plan Commission is final.

DTB:db

c: Ralph Cincinelli, F&F Realty (via e-mail)

Village of Carol Stream

Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

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

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

DATE: October 14, 2009

RE: **Agenda Item for the Village Board meeting of October 19, 2009**
PC/ZBA Case No. 09243, Tony DiGristina – 911 Somerset Drive, Zoning Code Variations for Obstructions in an Actual Side Yard Adjoining a Street and Fence Code Variation to Allow a Fence Forward of the Rear of the Home

Tony DiGristina, owner of the property at 911 Somerset Drive, has filed an application for variations to allow an existing shed to remain in the actual side yard adjoining a street, a proposed above-ground swimming pool to be built in the actual side yard adjoining a street, and an existing fence to remain, as installed, further forward on the property than the rear of the home. Mr. DiGristina contacted Community Development Department staff this summer to obtain a permit for a proposed above-ground swimming pool. After researching the property, staff learned that the existing shed and gazebo on the property were built without permits. Mr. DiGristina has since obtained a permit for the gazebo, but a permit cannot be issued for the shed unless and until the Village approves a variation to allow the shed to remain in the actual side yard adjoining the street. The proposed pool would also be located in the actual side yard adjoining a street, but it should be noted that the pool would be behind an existing five foot tall solid wood fence, as is the existing shed. The Village issued a permit for the fence in 1995, but the Fence Code has since been amended to require that such fences may not extend further forward on the property than the rear of the home. The existing fence on the property extends up to the front corner of the home, and so Mr. DiGristina is seeking a variation to allow the fence to remain. Mr. DiGristina cites the steep topography within the area of his rear yard that would otherwise be buildable for accessory structures, the presence of a buried Com Ed service line, and easements in the interior side yard, as the principal reasons in support of the variations.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the Plan Commission/Zoning Board of Appeals (PC/ZBA) packet on October 9, 2009. At their October 12, 2009, meeting, by a vote of 5-0, the PC/ZBA recommended approval of the Zoning Code variations, subject to the conditions noted in the staff report. The PC/ZBA, which has final approval authority for Fence Code variations, approved the variation by a vote of 5-0.

If the Village Board concurs with the PC/ZBA recommendation regarding the Zoning Code variations to allow a shed and pool in the actual side yard adjoining a street, they should approve the variations, subject to the conditions contained in the Ordinance, and adopt the necessary Ordinance.

DTB:db

c: Tony DiGristina

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AGENDA ITEM

Village of Carol Stream Ele 10-19-09

Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

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

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

DATE: October 14, 2009

RE: **Agenda Item for the Village Board meeting of October 19, 2009**
PC/ZBA Case No. 09253, NAI Hiffman Asset Management – 910 Kimberly Drive, Special Use for Outdoor Activities and Operations and Variations for Landbanked Parking

NAI Hiffman Asset Management, on behalf of 910 Kimberly Drive building tenant Demar Logistics, has filed an application for a special use to allow 29 truck trailers to be stored outdoors on the north side of the building, and for variations to allow required parking spaces to be landbanked on the property. Regarding the special use, the outdoor trailer storage area would be screened from view from public streets by a combination of existing buildings on adjacent properties and the proposed enhanced landscape materials. With respect to the variations to allow landbanked parking, the existing building tenant, Standard Register, requires 140 parking spaces to serve their peak parking demand, and Demar Logistics will only need 15 parking spaces to meet their peak parking demand. The landbanked parking plan would provide 164 actual spaces, which should be adequate to serve the combined peak demand of 155 spaces of both tenants. NAI Hiffman is also requesting a variation to allow 28 of the 135 landbanked parking spaces to be provided on existing hard-surfaced portions of the property, as opposed to on greenspace, as required.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the Plan Commission/Zoning Board of Appeals (PC/ZBA) packet on October 9, 2009. At their October 12, 2009, meeting, by a vote of 5-0, the PC/ZBA recommended approval of the special use for outdoor trailer storage and the variations to allow landbanked parking, subject to the conditions noted in the staff report, with the clarification that the additional landscape materials shown on the landscape plan must be installed by May 31, 2010.

If the Village Board concurs with the PC/ZBA recommendation regarding the special use for outdoor trailer storage and the variations for landbanked parking, they should approve the special use and variations, subject to the conditions contained in the Ordinances, and adopt the necessary Ordinances.

DTB:db

c: Steve Karlson, NAI Hiffman Asset Management (via e-mail)

AGENDA ITEM

F-1 10-19-09

Village of Carol Stream Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

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

DATE: October 14, 2009

RE: **Agenda Item for the Village Board Meeting of October 19, 2009:
Local Amendment to the International Fire Code to Allow a Tent,
Canopy or Membrane Structure to be used as a Smoking Shelter**

PURPOSE

The purpose of this memorandum is to present for approval an ordinance to amend Section 2404.6 of the ICC International Fire Code, 2006 Edition, to allow a temporary tent, canopy or membrane structure to be used as a smoking shelter.

BACKGROUND

At their regular meeting on October 5, 2009, the Village Board heard a request from the owner of *Flip Flops Tiki Bar and Grill* to permit a temporary tent to be used as a smoking shelter. *Flip Flops* has used a tent or canopy structure as a smoking shelter over the past two winters. The Village did not disallow use of the structure during the winter of 2007/08, as the Illinois Smoke Free Act had just become effective on January 1, 2008. The Village also did not disallow the use of the structure during the winter of 2008/09, as *Flip Flops* had filed an application for formal zoning approval which was under review. Village staff has advised *Flip Flops* that the tent or canopy smoking shelter structure used over the past two years cannot be approved for use this coming winter, as it would be in violation of the Fire Code.

At their October 5th meeting, the Village Board directed staff to prepare an ordinance creating a local amendment to the Fire Code that would allow a small tent to be used as a temporary smoking shelter, under the following conditions:

1. That the fabric of the tent be flame retardant;
2. That the tent contain at least one portable fire extinguisher;
3. That the employees be properly trained on the use of the required portable fire extinguisher;
4. That the tent contain no heating or lighting equipment;
5. That the code amendment be effective for two years.

In addition, the *Flip Flops* owner agreed that, at his establishment, the smoking shelter tent would be located at the back of the patio, as far as possible from the door to the restaurant. As a point of information, it should be noted that if the Village Board approves the local amendment, *Flip Flops*' smoking shelter would require review and approval through the Gary Avenue Corridor Review process.

RECOMMENDATION

If the Village Board should wish to approve the local amendment to allow tents, canopies or membrane structures up to 120 square feet in area to be used as temporary (up to 180 days per year) smoking shelters, they should adopt the attached ordinance.

RJG:bg

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ORDINANCE NO. _____

**LOCAL AMENDMENT
TO THE ADOPTED FIRE CODE – SMOKING SHELTERS**

WHEREAS, the Village of Carol Stream has adopted its Building Construction and Maintenance Codes in the Code of Ordinances of the Village; and

WHEREAS, the Village has traditionally amended its Building Construction and Maintenance Codes with provisions that specifically relate to the needs and conditions present in the Village; and

WHEREAS, the Village has approved the local amendments to its Building Construction and Maintenance Codes in a separate ordinance and not printed the local amendments in the codified Code; and

WHEREAS, the Village wishes to approve a local amendment to the adopted Fire Code, namely the ICC International Fire Code, 2006 Edition, to address the requirements of temporary smoking shelters;

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

SECTION 1: That Section 2404.6 of the ICC International Fire Code, 2006 Edition, is hereby amended to read as follows:

2404.6 Smoking. Smoking shall not be permitted in tents, canopies or membrane structures, with the exception of such structures that are both temporary, as defined in Section 3103.1 of the *International Building Code*, and are less than or equal to 120 square feet in area. Smoking shall be permitted in temporary tents, canopies or membrane structures that are less than or equal to 120 square feet in area subject to the following conditions:

1. That the fabric of the tent, canopy or membrane structure shall be certified as flame retardant in accordance with the standards as contained in NFPA 701;

2. That the tent, canopy or membrane structure shall contain at least one portable fire extinguisher meeting the standards contained in NFPA 10;
3. That the employees of any business at which smoking is permitted in a tent, canopy or membrane structure shall be properly trained on the use of the required portable fire extinguisher;
4. That the tent, canopy or membrane structure shall contain no heating or lighting equipment;
5. That the tent, canopy or membrane structure shall have at least one permanently clear opening that is not less than 80 inches in height and 60 inches in width.

Smoking shall not be permitted in tents, canopies or membrane structures other than temporary structures that are less than or equal to 120 square feet in area. Approved "No Smoking" signs shall be conspicuously posted in tents, canopies or membrane structures that are not temporary structures or are greater than 120 square feet in area in accordance with Section 310.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form, as provided by law, but it shall only be effective through October 31, 2011, unless renewed or continued by motion or ordinance of the Village Board.

PASSED this _____ day of _____, 2009.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2009.

Mayor

ATTEST:


Village Clerk

AGENDA ITEM

G-1 10-19-09

Village of Carol Stream **Interdepartmental Memo**

TO: Joe Breinig, Village Manager

FROM: John A. Turner, Director of Public Works 

DATE: October 13, 2009

RE: Award of Bid for 2009 Streetlight Replacement Project

Bids were received and publicly read today, October 13, 2009, for the 2009 Streetlight Replacement Project. This project is the first of a four-year program to replace and upgrade the streetlights in the Spring Valley subdivision. The Spring Valley subdivision was chosen due to the numerous cable faults and light pole problems that have been occurring in the area. The project was bid out with the new lights being LED lights, similar to the ones used at the Village Hall project, with an alternate bid of our standard high-pressure sodium lights. Six bids were received, and bid tabulation is attached.

The low bidder for both the base bid of the LED lights and for the alternate HPS lights was Gaffney's Protective Maintenance, Inc.

Because the LED lights are approximately 50% more energy efficient than the HPS lights, the additional \$2,700 will be recovered in approximately seven years. The LED lights are expected to have a service life of over fifteen years. Because of this energy efficiency, the Village has secured a \$20,800 grant from the Illinois Department of Commerce, which is being shared with the energy project recently awarded at the WRC.

It is therefore recommended that the 2009 Streetlight Replacement Project be awarded to Gaffney's Protective Maintenance, Inc., of Batavia, Illinois, in the base bid amount of \$55,490. As I indicated, \$20,800 of this project cost will be covered by the grant. The remaining portion is within the \$43,000 provided for this project in the capital improvement budget.

JAT:lm
att.


Bid Tabulation for 2009 Streetlight Replacement Project

Bidder	Base Bid - LED	Alternate Bid - HPS
Gaffney's PMI	\$55,490	\$52,790
H & H Electric Company	\$59,293	\$58,603
Elmund & Nelson	\$63,667	\$60,667
Utility Dynamics Corp.	\$73,470	\$70,545
Groundhog Utility Construction	\$75,955	\$69,905
John Burns Electric Company	\$111,667	\$108,725

AGENDA ITEM

Village of Carol Stream 6-2 10-19-09

Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager
FROM: James T. Knudsen, Director of Engineering Services 
DATE: 10/12/2009
RE: Reduction No. 1 - Lowes, 400 Army Trail

Lowes has submitted Reduction Request No.1 for a reduction of bond no. 104 286 630 for improvements in the above project. The applicable amount of reduction should be \$796,262.62 as indicated below.

Total security originally provided	\$851,526.70
Adjusted security at 115% of estimate	\$851,526.70
Difference	\$0.00
Total work completed to date	\$796,262.62
Total additional reduction (see worksheet)	\$0.00
Total authorized reduction from original security	\$796,262.62
Amount previously authorized	\$0.00
Amount of this reduction	\$796,262.62
Remaining balance of the security	\$55,264.08

All the work as shown on the reduction request has been completed per the approved plans and Village specifications. Therefore, the bond may be reduced as shown.

dh

**VILLAGE OF CAROL STREAM
ENGINEERING SERVICES DEPARTMENT
ENGINEER'S PAY ESTIMATE**

PROJECT: **Lowes, 400 Army Trail**

ESTIMATE AMOUNT:	\$740,458.00	PAYABLE TO: Lowes
BOND AMOUNT:	\$851,526.70	
115% OF ESTIMATE:	\$851,526.70	Bond No. 104 286 630
DIFFERENCE:	\$0.00	
DATE OF ESTIMATE:	3/17/2004	
ESTIMATE NUMBER:	1	

PERCENT		DESCRIPTION	100% PRICE	TOTAL
93.51 %		Stormwater Management	\$851,526.70	\$796,262.62
QUAN	UNIT	DESCRIPTION	COST	EXTENSION
TOTAL AMOUNT APPROVED TO DATE:				\$796,262.62
ADDITIONAL AMOUNT AUTHORIZED DUE TO CHANGE IN LOC POLICY:				\$0.00
ADDITIONAL (COMMENT):				\$0.00
TOTAL REDUCTION:				\$796,262.62
LESS PREVIOUS REQUESTS: (ENTER AS NEGATIVE)				\$0.00
AMOUNT NOW DUE:				\$796,262.62

I/WE HEREBY CERTIFY THAT THE ABOVE QUANTITIES ARE CORRECT AND DESERVE PAYMENT AT THIS TIME:

VILLAGE OF CAROL STREAM

Village Manager

Date

Village Engineer

Date

DEVELOPER

LOWE'S COMPANIES

Company

Robert F. Fabisig

Name

ROBERT FABISIG


10/13/09

Date

AGENDA ITEM

G-3 10-19-09

Village of Carol Stream **Interdepartmental Memo**

TO: Joe Breinig, Village Manager
FROM: John A. Turner, Director of Public Works 
DATE: October 15, 2009
RE: 2009 Asphalt Patching Program

Throughout the year, the Public Works Department has been patching potholes, but in order to handle some of the larger areas, \$30,000 was budgeted in the Streets Maintenance program for the award of an asphalt patching contract.

Quotations have been secured from four local asphalt companies, as shown in the attached tabulation. The major components of the program are the asphalt milling and repaving, and the contractor with the lowest unit cost for both of these operations was U.S. Paving of Carol Stream, Illinois. Utilizing our estimate of the area that needs to be patched and U.S. Paving's unit cost, the estimated project cost is \$18,137.24.

Keeping in mind that the exact area patched will be finalized during actual operations, staff recommends the waive of formal bidding and the award of the 2009 Asphalt Patching Program to U.S. Paving of Carol Stream, Illinois, at the unit cost indicated in their proposal, with a total project cost not to exceed the budgeted amount of \$30,000.

JAT:lm
att.

**2009 Asphalt Patching
Tabulation**

Company	Estimated Project	Milling Per Sq Yd	Asphalt In Tons	Tack Per Gallon	Estimated Total Job Cost
		956 Sq Yds	79 Tons	100 Gallons	
Jacobs' Paving	Unit Cost	\$8.80	\$159.00	7.10	
	Extension	\$8,412.80	\$12,561.00	\$710.00	\$21,683.80
Joe's Blacktop					
	Unit Cost	\$12.37	\$149.68	Included in Asphalt	
	Extension	\$11,825.72	\$11,824.72		\$23,650.44
Paveman					
	Unit Cost	\$9.26	\$169.90	\$853.00	
	Extension	\$8,852.56	\$13,351.00	\$853.00	\$23,056.56
U.S. Paving					
	Unit Cost	\$7.04	\$133.00	\$9.00	
	Extension	\$6,730.24	\$10,507.00	\$900	\$18,137.24

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: William N. Cleveland, Assistant Village Engineer *WNC*
DATE: October 16, 2009
RE: Change Order #3, 2009 Asphalt Rejuvenator Project

Late this week, American Road Maintenance (ARM) approached engineering staff with a unique opportunity and proposal. Due to the economic climate, some communities have reduced their pavement maintenance program. This development has left ARM with an extra 7,000 gallons of rejuvenator at the end of the season. The product, GSB-88, can not be allowed to freeze, and it is stored in outdoor tanks.

Rather than disposing it or sending it back to the manufacturer, ARM has offered to apply it in the Village at 2007 pricing (\$0.65/sy). This is almost 25% less than this year's pricing (\$0.85/sy) and 30% less than next years proposed pricing (\$0.95/sy). It would allow the Village to finish maintenance of the streets that have been crackfilled this year, with a savings of over \$20,000.00.

Streets that were crackfilled recently include; Cambridge Walk, Kingsport Ridge and Renaissance Subdivisions. The total amount of square yards in these areas is approximately 74,000 sy. The estimate of cost for this change order is therefore, $\$0.65/\text{sy} \times 74,000 \text{ sy} = \$48,100.00$. We recommend that the change order be approved in an amount not to exceed \$50,000 based on actual field measurements of the roadways.

These same streets will need rejuvenation in the 2010 project and may cost $\$0.95/\text{sy} \times 74,000 \text{ sy} = \$70,300$ in 2010, but done this year will save the Village about \$22,200.00. This approval is done with the understanding that temperatures and application conditions will need to be appropriate for the product, or it may not be applied this fall and this change order may not be able to be finished. The contractor will need about 3 dry days with temperatures in the mid 50's and rising. Based on historical perspective, we should experience an "Indian Summer" soon when the product can be applied.

Based on these conditions, staff recommends Change Order #3 be approved in an amount not to exceed \$50,000.00 to American Road Maintenance for the unit price proposed.

Attachments

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

CHANGE ORDER NO. 3

PROJECT: 2009 Rejuvenation

DATE OF ISSUANCE: 10/19/09

OWNER: Village of Carol Stream

CONTRACTOR: American Road Maintenance

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

Description: Change in unit pricing to allow for additional applications

Purpose of Change Order: Change in contract item unit price

Attachments: Proposal for work

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIME:

Original Contract Price:	\$ 212,500.00	Original Contract Time:	NONE
Previous Change Orders:	\$ 0	Change from previous Change Orders:	NONE
Current Contract Price:	\$ 212,500.00	Current Contract Time:	October 30, 2009
Net increase/(decrease) of this Change Order:	\$ 50,000	Net increase of this Change Order:	30 Days
Contract Price with this Change Order:	\$ 262,500.00	Contract Time with this Change Order:	November 30, 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: _____
American Road Maintenance



1485 E. Thorndale
Itasca, IL 60143
630.417.0227
630.729.3033 Fax

October 15, 2009

Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL 60188
630.871.6220 X-6408
Attn: Mr. Bill Cleveland
wcleland@carolstream.org

Re: Various Streets
Carol Stream

Special Pricing October 2009

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

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

Clean specified area free of foreign matter such as dirt and gravel. Scrape and broom oil and grease spots. Apply the appropriate amount of GSB-88 Rejuvenator based on pre-test results. GSB-88 is a pavement rejuvenator designed to protect and restore plasticity, retard aging, and prevent loss of durability in bituminous pavement. GSB-88 protects and preserves bituminous pavement by sealing, penetrating and rebinding the asphaltic mix together. This penetrating action plasticizes the binder of the asphalt.

Specification:

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

70,000 Square Feet of Pavement Rejuvenation @ \$0.650 \$45,500.00

NOTE: We anticipate the price of this material in the year
2010 to be between \$0.92 to \$0.95 per SY.

TOTAL:	
--------	--

Pavement Rejuvenation: \$45,500.00


Total Cost: \$45,500.00

RESTRICTIONS:

- 1 . Above prices will be held through the 2009 season.
 - 2 . Above quantities were provided by your organization and are estimates only. Upon completion of work, field measurements will be taken and the total cost will be actual field measurements times unit costs.
 - 3 . Number of trips rejuvenation price is based: 3
 - 4 . Price does not include permits, bonds or material testing
-

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

Sincerely,



Skip Coghill


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

Date _____

Signature _____

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: Robert J. Glees, Community Development Director 

DATE: October 15, 2009

RE: **Agenda Item for the October 19, 2009, Village Board Meeting
Rental Property Licensing Program – Status Update**

PURPOSE

The purpose of this memorandum is to present to the Village Board a final draft ordinance for the Carol Stream Rental Property Licensing Program, and to request direction to conduct an informational meeting in order to request input from rental property owners. Please note that this item should not be included on the consent agenda.

DISCUSSION

One of the Village Board's high-priority goals is the establishment of a rental property licensing program. Such a program would benefit renters by clearly establishing the community's minimum housing standards, and ensuring that residential rental properties meet those standards. Two workshops have been conducted thus far in the program development process. At the workshop meeting on July 6, 2009, the Village Board provided staff with a number of policy directions with respect to creation of a program ordinance. At the second workshop meeting on September 8, 2009, a draft ordinance, inspection checklist and sample license fee schedule were presented to the Village Board for discussion, and the Village Board provided comments regarding a number of issues.

Since the second workshop on September 8th, work has progressed in the following areas:

- Revised the draft ordinance in accordance with direction received from the Village Board and review comments received from legal counsel. The latest draft of the ordinance is attached.
- Completed interviews of the consultants who submitted proposals for the inspections and management of the program. Conducted reference checks and selected a preferred consultant, held a second interview to discuss modifications to the fee structure to meet the Village Board's license fee preferences.

- Using information obtained from the Finance Department's water billing records, developed a preliminary inventory of rental properties. Compared the information with initial estimates, and determined that the estimates are reliable. Organized the rental property information by neighborhood and type of dwelling unit. This effort is the first step in the creation of a rental property database.
- Revised the provisional license fee schedule in accordance with direction received from the Village Board.

In order to address procedural questions, staff has discussed various aspects of the program with staff from a neighboring community and with legal counsel. In addition, we have discussed the program with rental property owners who have called with questions and concerns. At this time, we would like to apprise the Village Board of the status of the following issues:

- 1. Incentives to Rental Property Owners (§10-11-4).** During the September 8th workshop, staff discussed an incentive implemented or being considered in other communities whereby a rental property license would be granted a one-year extension in consideration for passing the annual inspection with no need for reinspection. Staff would note that this type of incentive has been implemented in communities whose rental licensing program has been in operation for many years, and those communities have had time to accumulate the data necessary to formulate the incentives. At this time, we are recommending that consideration of this type of incentive be deferred until such time as staff has had a chance to assess the program data and to evaluate whether it would be appropriate as part of Carol Stream's program.

Although staff is recommending that the license extension incentive be deferred for at least the first year of the program, we suggest that it would be appropriate to administratively waive inspections for dwelling units that have been recently inspected by the Village. An example of this would be at Parkway Commons, where most of the units have been inspected within the past year as part of the renovation project currently in progress.

- 2. License Fee Structure (§10-11-5).** At the second workshop, several members of the Village Board suggested that there should be less of a gap between the per-unit costs of rental property licenses between single-family and multiple-family buildings. We would note that the initial sample license fee schedule was based on estimated inspections consultant costs, as the consultant selection process was ongoing at that time. With the selection process completed, staff has obtained more detailed cost information by which to distribute the inspection costs on an actual-cost basis between the two types of properties. The recalculated fee schedule is given in the draft ordinance. It is important to note that the rental license for a multiple-unit

building is a function of the number of units in the building. For example, the annual license fee for a 10-unit apartment building would be \$300 (\$30 per unit times 10 units).

- 3. Withholding of Property Transfer Stamp (§10-11-8).** As noted above, the draft ordinance was reviewed by legal counsel, who recommended several revisions. Counsel is uncomfortable with the notion of withholding the Village's property transfer stamp as a means of enforcing properties to be brought into code compliance as a condition of sale, and notes that this sort of thing has been cause for litigation. Counsel's recommendation is to perform a pre-sale inspection as part of the sale process and cite the owner in the event of violations. Since pre-sale inspections have not previously been employed in Carol Stream, and since such inspections would add to the cost of the program, staff is not recommending that they be implemented at this time. We are in the process of working through this issue with legal counsel, and we request direction from the Village Board regarding the incorporation of pre-sale inspections into the program.
- 4. Residency Requirement (§10-11-9).** Legal counsel has recommended that, for apartment properties, the owner or a managing agent must either live at the property during regular business hours or have an office in Carol Stream that is open during regular business hours. This requirement is known to have worked well in other communities. The previous draft ordinance allowed the owner to have an office within 30 miles of Carol Stream. Staff would prefer that the owner or managing agent be as accessible as possible, but the impact of the proposed requirement on our smaller apartment complexes is unknown at this time. We recommend the impact of this requirement be evaluated before revising the draft ordinance.
- 5. License Revocation Procedure (§10-11-10).** The previous draft ordinance contemplated using citations and license suspensions as the Village's primary enforcement tools, and did not contemplate revocation of a rental property license except after a history of noncompliance. Legal counsel has recommended language that would give the Village the authority to issue a notice of intent to revoke a rental property license after due process. Staff has no objection to this revision.
- 6. Penalty (§10-11-19).** Legal counsel has proposed a set of penalties that are greater than the general penalty provisions as contained in §15-4-5 of the Village Code. Counsel believes that, due to the program goal of covering legal enforcement costs, as well as the desire to achieve prompt abatement of violations, greater penalties should be sought. Staff has no objection to the proposed penalties.

7. Informational Meeting. The current program implementation schedule calls for an informational meeting to be held in November. Staff would note that we have received calls from rental property owners requesting information regarding the proposed program. Due to the emphasis the Village customarily places on the transparency of its programs and the importance of public coordination, staff recommends that the public informational meeting be conducted and we receive the input of the rental community prior to finalizing the ordinance for the program.

In order to accommodate people's schedules, we suggest two meetings be conducted, one during the day and one in the evening. A report of the comments received at the meetings would be provided to the Village Board at their November 16th regular meeting. Direction received from the Village Board as a result of the informational meetings would be used to finalize the ordinance. Staff would bring the ordinance and the consultant contracts to the Village Board for approval in December.

RECOMMENDATION

Staff is providing this information as a status update to the Village Board, and is seeking direction on the following:

1. Arrange public informational meetings on November 11, 2009.
2. Confirmation that pre-sale inspections would not be a requirement of the program.

RJG:bg

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ORDINANCE NO. _____

**AN ORDINANCE ADOPTING A
RENTAL PROPERTY LICENSING PROGRAM.**

WHEREAS, there are many dwelling units within the Village of Carol Stream, which are available as rental properties; and

WHEREAS, such units include single-family residences as well as multiple-unit buildings; and

WHEREAS, in recent years, and in particular as a result of difficult economic times, the Village has experienced situations in which dwelling units which do not comply with the ordinances of the Village have been made available for lease; and

WHEREAS, the occupancy of such dwelling units by citizens, often of limited economic means and without bargaining position regarding the condition of such dwelling units, results in a variety of health and safety issues; and

WHEREAS, the occupancy of such dwelling units, which are not in compliance with Village ordinances, may cause discomfort to individuals who reside in such dwelling units, and also in adjacent or nearby dwelling units; and

WHEREAS, the Village of Carol Stream wishes to begin a program of rental property licensing and inspection, not for the purpose of the production of revenue, but for the purpose of assisting tenants in having dwelling units which are in compliance with Village ordinances and to keep neighborhoods from becoming blighted;

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

SECTION 1: That there shall be added to Chapter 10, "Business Licensing and Regulation," a new Article 11, which will be entitled "Rental Property Licensing Program," and will read, as follows:

ARTICLE 11

RENTAL PROPERTY LICENSING PROGRAM

Section

10-11-1	Definitions
10-11-2	License required
10-11-3	License application
10-11-4	License term
10-11-5	License fees
10-11-6	Inspections
10-11-7	License transferability
10-11-8	Sale of property
10-11-9	Additional requirements
10-11-10	Inspections, violations, suspension and revocation of license
10-11-11	Tenant obligations
10-11-12	Consent to inspection, search warrants
10-11-13	Owner obligations
10-11-14	Owner liability for acts and omissions
10-11-15	Obligation to respond to alleged violation
10-11-16	Civil actions by the Village
10-11-17	Nonrenewal of license
10-11-18	Enforcement costs
10-11-19	Penalty

§ 10-11-1 DEFINITIONS:

For the purposes of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning. Terms used in this article which are defined elsewhere in the Carol Stream Code of Ordinances, or in the adopted codes of the Village of Carol Stream, shall have the meanings ascribed to them in those codes.

ABANDONED VEHICLE: Any motor vehicle or other type of vehicle that is in a state of disrepair which renders the vehicle incapable of being driven in its condition; any motor vehicle or other vehicle that has not been moved for seven consecutive days or more and is apparently deserted; or any motor vehicle or other vehicle that does not have valid registration displayed on it.

BUILDING: A structure that is designed and built as an individual dwelling unit or a group of individual dwelling units, and is separated from another building by virtue of a firewall or fire separation assembly.

CODE OFFICIAL: That person designated by the Carol Stream Municipal Code as having authority for administration of the Property Maintenance Code.

COMMON AREAS (EXTERIOR): Those portions of a single-family or multiple-unit residential property that are located outside of the walls of the principle building(s) on the property,

and are not under the ownership of any individual dwelling unit. Common areas include improvements or structures from time to time or at any time located or constructed on such common areas, such as private roads and streets, private sidewalks adjacent thereto, landscaping, detention ponds, utility facilities, trash enclosures, clubhouse buildings, playground equipment, swimming pools, tennis courts, basketball courts or any other recreational facilities, trail areas, parking areas, private driveways, detached garages, lighting fixtures, signage, mailboxes, street benches, entrance monuments, perimeter fencing, and other such improvements and structures. Common areas serve, in whole or in part, the dwelling units located on the residential property.

COMMON AREAS (INTERIOR): Any portion or part thereof of a multiple-unit dwelling having communal functions (i.e. laundry, furnace, storage rooms, hallways, stairways, meeting rooms) and all other areas located within a multiple-unit dwelling, outside of a dwelling unit, which the building owner is directly responsible for the proper maintenance thereof.

CONDOMINIUM BUILDING: A residential building which includes one or more dwelling units, each under individual, separate ownership, designed and built as a group of individual dwelling units within a multiple-unit dwelling or an attached single-family building, in which the dwelling units may touch by virtue of common or party walls, floors, ceilings and hallways, and which contains two or more dwelling units per building.

COOPERATIVE BUILDING: A residential building which includes one or more dwelling units, and which is owned by a legal entity, such as a corporation, and in which each shareholder in the legal entity is entitled to reside in a dwelling unit within the building.

DWELLING UNIT: Any rooms or group of rooms located within a residential building and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating.

MANAGING AGENT: Any person or firm, acting for a rental property owner, with authority to rent, manage and/or make expenditures for the rental property.

MULTIPLE-UNIT DWELLING: A residential building, under one ownership, designed and built as a group of individual dwelling units, in which units may touch by virtue of common or party walls, floors, ceilings and hallways, and which contains three (3) or more dwelling units sharing common access. Each such structure that is separated from another structure, even if only by virtue of a firewall or fire separation assembly, and which may or may not have its own address, shall be considered a separate building.

OWNER: Any person who alone, jointly or severally with others has legal title to any detached single-family dwelling, attached single-family dwelling, condominium dwelling, or multiple-unit dwelling or dwelling unit, with or without accompanying actual possession thereof; or who has charge, care or control of any detached single-family dwelling, attached single-family dwelling, condominium dwelling, or multiple-unit dwelling or dwelling unit, as owner, or other person; or is an executor, administrator, trustee or guardian of the estate of the owner; is a mortgagee in possession, or is a senior officer or a trustee of the association of unit owners of a condominium or homeowners' association, or any person with a legal or equitable interest in the property, including the beneficiary of a land trust.

PERSON: Any individual, firm, association, partnership, corporation, trust or any other legal entity.

RENTAL PROPERTY: Any attached or detached single-family dwelling, any condominium dwelling unit, or any cooperative building or multiple-unit dwelling in which one or more dwelling units is offered for rent or lease. The definition of rental property shall not include any owner-occupied single-family dwelling in which one or more rooms are used, or intended to be used, for living and sleeping, but not for cooking or eating purposes, and which space is rented or leased by the owner to any one or more persons.

SINGLE-FAMILY DWELLING, DETACHED: A single residential building under one ownership, designed and built as an individual dwelling unit.

SINGLE-FAMILY DWELLING, ATTACHED: An individual dwelling unit, under one ownership, designed and built as one of a group of two (2) or more individual dwelling units located within a residential building in which separate units touch by virtue of common or party walls, with each dwelling unit having its own individual access. Each dwelling unit that has its own address shall be considered a separate dwelling.

§ 10-11-2 LICENSE REQUIRED.

No person shall operate a rental property without having first obtained a license therefore from the Village. A separate license shall be required for each rental property as defined in this article. Licenses shall be issued by the Community Development Department in accordance with the provisions of this article.

§ 10-11-3 LICENSE APPLICATION.

(A) No such license shall be issued except upon written application filed with the Community Development Department. A complete application for a license shall be filed not less than thirty days prior to the issuance thereof. The legal titleholder to the rental property shall sign said application. Any person seeking to renew a license issued pursuant to this article shall file a completed application not less than thirty days prior to the expiration of the currently valid license. Application forms may be obtained from the Community Development Department and shall contain such information as the Department may, from time to time, require, including, but not limited to:

(1) Name, address, birth date, daytime, cellular and evening telephone numbers of each owner of the rental property. If the owner of the property is a corporation or limited liability company, then the legal name, address, work telephone number, and corporate or limited liability registration number shall be provided along with the name of the registered agent, his or her address and work telephone number, the names of those owning the stock of the corporation, and the names of all partners in a limited liability company along with the person's address, birth date, daytime, cellular and evening telephone numbers. When the owner is a land trust, the application shall include the name and address of each person(s) holding a beneficial interest and/or power of direction therein along with the person's address, birth date, daytime, cellular and evening telephone numbers.

(2) Name, address, daytime and evening telephone numbers of any person appointed or serving as managing agent of the rental property. The above information shall also be provided for that

employee of the managing agent specifically assigned to the rental dwelling if the managing agent is a corporation or limited liability company. If the managing agent is a corporation or limited liability company, then the legal name, address, work telephone number, and corporate or limited liability registration number shall be provided along with the name of the registered agent, his or her address and work telephone number must be included in the application.

(3) A copy of the written management agreement between the owner and the managing agent shall be attached to the application. If no written agreement exists, the owner and managing agent shall attach an executed statement setting forth the terms of the managing agent's authority to rent, manage, and make expenditures with respect to the rental property.

(4) Name, address, daytime and evening telephone numbers of the janitor(s) or engineer(s), if any, in charge of the maintenance of the rental property and its heating, cooling, plumbing and electrical systems.

(5) Name, address, daytime and evening telephone numbers of any person(s) (other than those listed pursuant to subsections (1), (2) and (4) of this section), if any, having authority to make any decision with respect to the management and/or maintenance of the rental dwelling.

(6) If no managing agent has been appointed, hired or utilized, then the name, address, daytime and evening telephone numbers of an agent authorized by the owner to accept notices and service of process shall accompany the application.

(7) A copy of the fire alarm system service contracts, where applicable, and a copy of the elevator system service contracts, where applicable.

(8) A copy of the most recent test results of annual testing of fire alarm and emergency lighting systems as required under §10-11-10(D) of this article.

(9) An irrevocable written consent by the owner permitting the duly authorized inspectors of the Village to enter upon any and all portions of the licensed rental property, during reasonable hours, for purposes of making the inspections required and/or permitted under this article, including the right to inspect individual dwelling units. Said irrevocable written consent for inspections shall be executed at the time of the issuance of a license as provided for herein, in a form substantially similar to the following:

(a) For the rental property owner: "Owner hereby agrees to allow duly authorized inspectors of the Village of Carol Stream free access to all portions of the premises at all reasonable hours for the purposes of conducting the Village's annual rental property inspections and follow-up inspections of the premises."

(b) For the tenant: "Lessee hereby agrees to allow the lessor/owner and duly authorized inspectors of the Village of Carol Stream free access to all portions of the premises at all reasonable hours for the purposes of conducting the Village's annual rental property inspections and follow-up inspections of the premises upon giving the Lessor twenty-four (24) hours prior written notice."

(10) An irrevocable written consent and agreement to pay all enforcement costs provided for by §10-11-16 of this article. Said irrevocable written consent to pay all enforcement costs shall be executed at the time of the issuance of a license as provided for herein, in a form substantially similar to the following: “Owner hereby agrees to pay all enforcement costs including reasonable attorney’s fees, to the Village of Carol Stream for any and all enforcement actions deemed necessary when performing its annual Rental Property Licensing Program inspections of any property under said Owner’s control.”

§ 10-11-4 LICENSE TERM AND EXTENSION.

Each license granted hereunder shall be an annual license, the term of which shall commence on January 1 of a given year and shall expire on December 31 of the same year. During that year, the Village will conduct an annual inspection in accordance with §10-11-6. If a rental property passes its annual inspection without needing a follow-up inspection, the owner will receive a one-year extension of the license at no charge. In these cases, licenses are effective for two years. When a follow-up inspection is required, the license is valid for one year.

§ 10-11-5 LICENSE FEES.

(A) Each application for a license shall be accompanied by a license fee. The license fee shall be determined by the following schedule:

RENTAL PROPERTY LICENSE FEE SCHEDULE

Type of Property	Annual License Fee
Single-Family Dwelling, Attached or Detached	\$90 per dwelling unit
Multiple-Unit Dwelling	\$30 per dwelling unit *

* For multiple-unit buildings, a single rental property license is required for each building, and the license fee is based on the number of units within the building.

(B) If a completed license application is not submitted together with the required license fee prior to January 1 in any given year, the license fee shall be increased by twenty (20) percent; and further, the base license fee shall be increased by an additional twenty (20) percent on the first day of each subsequent month, until such time as a complete license application and the required license fee is paid. In the event that said application, along with the required license fee, is not filed as provided herein prior to April 1 in any given year, said license shall, at the discretion of the Village, not be issued.

(C) If the ownership of a building changes during the license year, a new license shall be required. No refund of any license fee paid shall be made. The license fee for the new owner shall be determined on a prorated basis. The new owner shall comply with the terms set forth herein.

(D) Notwithstanding any provisions contained hereinabove to the contrary, the owner of a multiple-unit dwelling containing more than one hundred (100) dwelling units may elect to pay the license fee in two installments. The first installment shall be in the amount of fifty (50) percent of the applicable license fee and shall be paid at the time of application for a license hereunder. The balance of the applicable license fee shall be paid on or before July 1 of the license year. In the event the

balance of the applicable license fee is not paid on or before July 1 in any given year in which a license is required, said license shall be deemed to have terminated on July 2 of the license year, without further action by the Village.

(E) Notwithstanding any provision contained hereunder to the contrary, no license shall be renewed until such time as all fees, enforcement costs, court-ordered fines and costs, and other fees, including reasonable attorneys fees, as provided for by §10-11-16 of this article, have been paid.

§ 10-11-6 INSPECTIONS.

(A) *Compliance required.* Every rental property shall be owned and, by or on behalf of the owner, operated and maintained in full compliance with all applicable ordinances, codes and regulations of the Village.

(1) The first license applied for, for any rental property under this article, shall not be issued to any owner for any such rental property, in the event that at the time of application:

(a) An existing inspection report identifies any code violation which has not been corrected, and for which the time for the correction of said violation as noted in such inspection report has expired; or

(b) Litigation is pending with respect to code violations at such rental dwelling; or

(c) There remain any outstanding fees, costs, court-ordered fines and costs, or charges to the applicant or the rental dwelling for which the license is sought.

(2) Thereafter, the Village shall conduct an annual inspection of every rental property during the license year to determine if said rental property is in full compliance with all applicable ordinances, codes and regulations of the Village, which inspection is specifically consented to by the application, by virtue of submitting said application.

(B) *Scope of inspections.* Any inspections conducted pursuant to this section shall include the interior and exterior common areas and shall be limited to the detection of property maintenance code violations, as well as conditions affecting the life, health, safety and welfare of the occupants. The inspection shall include the interior of the dwelling units according to the following schedule:

(1) In detached and attached single-family dwellings, each entire dwelling and associated exterior property areas.

(2) In multiple-unit dwellings, a minimum of twenty (20) percent of the dwelling units in each building, rounded up.

(3) No dwelling unit having received an approved inspection as required by (2) above shall receive another inspection until all other dwelling units in the building in which it is located have been inspected.

(C) *Common areas of multiple-unit dwellings and cooperative buildings.* Where any common area as defined by this article serves a multiple-unit dwelling or cooperative building, no

dwelling unit served in whole or in part by such common area shall be deemed to be in compliance with this article unless and until such common area is in full compliance with this article.

(D) *Exterior areas of attached and detached single-family dwellings.* Where there exists an exterior area, yard, garage, and/or accessory structure(s) under the control and/or ownership by the owner of an attached or detached single-family dwelling, no attached or detached single-family dwelling served by such exterior area shall be deemed to be in compliance with this article unless and until such exterior area is in full compliance with this article.

(E) *Common areas of attached single-family dwellings, condominium multiple-unit dwellings and cooperative buildings.* Where any common area as defined by this article serves attached single-family dwellings or condominium multiple-unit dwellings, such common areas shall not be included within the scope of the rental property license inspection of any rental dwelling unit.

§ 10-11-7 LICENSE TRANSFERABILITY.

A license issued pursuant to this article shall be valid with respect to one (1) specific rental property and may not be transferred to any other rental dwelling or any other owner or successor in interest.

§ 10-11-8 SALE OF PROPERTY.

(A) Notwithstanding any provision contained in this article to the contrary, a license issued pursuant to this article shall terminate upon the sale of the rental property described in such license and shall not be transferable.

(B) Any contract for the sale of a rental property shall be reported to the Community Development Department within seven (7) days of the execution thereof, and a copy of said contract shall be provided to the Village.

(C) No rental property shall be sold unless the rental property license is in good standing, with no outstanding violations remaining from the most recent annual inspection. In the case of a property having outstanding violations, the Village will withhold issuance of a property transfer stamp or, in the alternative, allow a performance guarantee in an amount approved by the Village to be placed in escrow for the purpose of abating the outstanding violations.

§ 10-11-9 ADDITIONAL REQUIREMENTS.

In addition to all other requirements set forth in this article, the following additional requirements shall be applicable to rental property:

(A) No owner or other person shall occupy or allow another person to occupy any dwelling unit unless it is clean, safe, sanitary, fit for human occupancy and complies with all applicable ordinances, codes and regulations of the Village.

(B) Every owner shall maintain in a safe, clean and sanitary condition the interior and exterior common areas.

(C) The owner of any rental property shall be responsible for the removal of any and all abandoned vehicles located on the premises of said rental property. Such removal shall be accomplished within seven (7) days from of notice from the Village. Such removals shall be accomplished as otherwise provided for in §14-1-13 of the Code of Ordinances of the Village of Carol Stream.

(D) The rental property owner shall be responsible for the maintenance and annual testing of fire alarm and emergency lighting systems. These systems shall be tested by an approved service company and a written report provided. The owner shall retain all test results.

(E) No rental property owner shall permit any dwelling unit to be occupied by a number of persons in excess of that which, in the opinion of the Code Official, can occupy the dwelling unit without creating conditions that endanger the life, health, safety and welfare of the occupants.

(F) In the event that the owner of a rental dwelling resides or has its principal office more than thirty (30) miles outside of the corporate limits of the Village of Carol Stream, the owner shall appoint a managing agent who is authorized to receive notices and process on behalf of the owner, and who:

(1) Has an office at the multiple-unit dwelling with regular business hours, or

(2) Lives at the multiple-unit dwelling and has regular business hours at that site, or

(3) Has an office or is otherwise available within the corporate limits of the Village of Carol Stream during regular business hours; or

(4) Has a residence or office no more than thirty (30) miles outside the corporate limits of the Village of Carol Stream.

(G) Every owner, or managing agent, if one is required or otherwise appointed, shall have in its possession and immediately available for inspection or use by the Village:

(1) Keys to all common-area locks at the multiple-unit dwelling.

(2) Copies of all current leases and their respective applications.

(3) Copies of all lease applications for the past year.

(H) Every rental property owner shall report to the Community Development Department any change in the designation of any managing agent, at least seven (7) days prior to such change.

(I) From and after the effective date of this article, no dwelling unit shall be rented without a written lease having been executed on behalf of the owner and the tenant. Each such lease shall contain a provision whereby the tenant consents to the inspections required or otherwise permitted under this article, upon the giving of twenty-four (24) hour prior written notice posted on the door of each dwelling unit. In addition, it shall be recommended to every rental property owner that the lease contain a crime-free lease addendum in a form substantially similar to Attachment A.

(J) From and after the effective date of this article, no dwelling unit shall be rented without the owner having first obtained a written application from the prospective tenant containing or having attached thereto the following information, and it shall be recommended that every rental property owner conduct careful background checks on the prospective tenant, to include the following:

(1) Name, address, work and home telephone numbers of each applicant.

(2) A list of the current and all residences during the previous three (3) years, including addresses, name of owner and reason for leaving.

(3) Name, address, work and home telephone numbers of all other persons who will be residing in the dwelling unit.

(4) Name, address and telephone number of nearest relative or friends (at least two (2)) for emergency contact purposes.

(5) A certification as to the correctness of the information being provided.

§ 10-11-10 INSPECTIONS, VIOLATIONS, SUSPENSION AND REVOCATION OF LICENSE.

(A) Whenever, upon inspection of the licensed rental property, it is determined that conditions or practices exist which are in violation of the provisions of this article or any applicable ordinance, code or regulation of the Village of Carol Stream, the Village shall serve the owner with a notice of violation. Such notice shall identify the specific violations and state that unless the violations are corrected within the time specified in the notice, the owner shall be cited and the owner's rental license may be suspended. Notice pursuant to this section may be sent by U.S. certified mail, first class mail with the proper postage prepaid, private carrier delivery, or hand-delivered to the party designated in the application to receive notices and process.

(B) At the end of the time allowed for correction of any violation cited, the rental property shall be reinspected by the Village, which inspection is specifically consented to by the owner. If it is determined that the conditions have not been corrected, or they are not in the process of being corrected to the satisfaction of the Code Official, or his or her designee, the Village may issue a notice of intent to revoke the license. Tenant-caused violations will not be considered grounds for suspension of license as long as the licensee cooperates in abating the violations, which includes the filing of a forcible entry and detainer action against said tenant.

(C) Any person who has been served a notice of intent to revoke the license to operate a rental property shall be given the opportunity to be heard by the Village Manager in connection with the violations. Said person must submit his or her request to be heard in writing and the written request must explain in detail the violations cited, why they have not been corrected, and a compliance time frame for completion. However, if no written request for hearing reaches the Village Manager's office within twenty-one (21) days following the date the order of suspension is issued, the license shall be revoked. The Village, as a result of such hearing, may grant additional time or may revoke the license. Prior to revocation, any person whose license has been suspended may request a reinspection for the purpose of showing that the violation or violations cited in the notice have been corrected.

(D) If, upon reinspection, it is determined by the Village that the violations cited in the notice have been abated, the license shall be reinstated by the Community Development Department. A request for reinspection must be filed within the twenty-one (21) day time period for requesting a hearing, unless the Code Official grants an extension to permit the process of abating the violations to continue.

(E) If the licensee is found guilty in a court of law of a violation of any provision of this article, or any applicable ordinance, code or regulation in connection with the licensed rental property, then the license shall be subject to revocation pursuant to the process set forth in §10-11-10(C).

(F) In the event a condition of extreme hazard to health or safety is found to exist, the Village may immediately revoke the license. The licensee shall be entitled to request a post-deprivation hearing by submitting his or her request to be heard in writing to the Village Manager's office within three (3) days from the date of the revocation, and the written request must explain in detail the violations that were the basis for the revocation, why they were not corrected, and a compliance time frame for compliance and completion.

(G) Each day a rental property continues to operate after a license has been revoked shall constitute a separate violation of this article.

(H) The first reinspection provided for in §10-11-10(B) shall be without charge to the owner. Thereafter, each additional reinspection shall be at a cost of seventy-five dollars (\$75.00) per hour per inspector, based on the number of inspector-hours required to make said inspections and prepare the required report. The minimum charge for any reinspection shall be seventy-five dollars (\$75.00), payable in advance of the reinspection.

§ 10-11-11 TENANT OBLIGATIONS.

No tenant shall violate any of the provisions of this article or any applicable ordinance, code or regulation of the Village of Carol Stream in the dwelling unit leased by the tenant. Further, the tenant shall:

(A) Comply with all obligations imposed upon tenants by provisions of the ordinances of the Village applicable to the dwelling unit;

(B) Keep that part of the premises that the tenant occupies and uses as safe as the condition of the premises permits;

(C) Dispose from his or her dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner;

(D) Keep all kitchen and bathroom fixtures and appliances in the dwelling unit or used by the tenant as clean as their condition permits;

(E) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, air conditioning and other facilities and appliances, including any elevators in the premises;

(F) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so;

(G) Not disturb the peaceful enjoyment of the premises for any other tenant;

(H) If required to do so within the rental agreement, pay for utilities and for garbage collection;

(I) Not sublet, permit boarders, or otherwise allow the use of the rental unit by the number of persons as shall violate any ordinance of the Village regarding the maximum occupancy of the rental unit;

(J) Not engage in or permit the unlawful sale, possession, serving, storage, deliverance, manufacture, cultivation, giving away or use of any controlled substance; prostitution; or gambling on the leased premises.

§ 10-11-12 CONSENT TO INSPECTION; SEARCH WARRANTS.

(A) Each owner, by operating under a license issued pursuant to this article, irrevocably consents to inspections by the Village entering any and all portions of the rental property subject to the owner's license during reasonable hours, for purposes of making the inspections required and/or permitted pursuant to this article, including the right to inspect individual dwelling units. The scope of said inspection shall be for purposes of ensuring that no property maintenance code violations, or code violations that would endanger the health, safety or welfare of the occupants, exist in the property. The irrevocable consent shall be provided with the license application, and shall be in a form substantially similar to that given in §10-11-3.

(B) Each lease entered into by an owner shall contain an irrevocable consent by the lessee granting unto the owner and the Village the right to inspect as otherwise provided for in this article.

(C) Upon forty-eight (48) hour notice to the owner (in the case of inspections to individual dwelling units, the owner shall notify the lessee), the owner and/or lessee shall provide access to such portions of the rental property, including dwelling units, which are otherwise inaccessible to Village inspections. During any inspection of an inaccessible portion of the rental property, owner shall designate a representative to accompany the Village inspector(s) during such inspection.

(D) Despite the irrevocable consent to inspections provided by this section, in the event that an owner or lessee objects to any such inspection, then prior to making any such inspection or taking any further action, the Village shall apply for an administrative search warrant to conduct such inspection.

(E) An administrative warrant sought pursuant to this section shall be sought in a court of competent jurisdiction based the existence of probable cause to believe that a violation of the ordinance has occurred or is occurring. For the purposes of this section, probable cause is not the same standard as used in obtaining criminal search warrants. In addition to a showing of specific evidence of an existing violation, probable cause can be found upon a showing of facts justifying further inquiry, by inspection, to determine whether a violation of any local ordinance is occurring. This finding can

be based upon the following factors along with such other matters as it deems pertinent in its decision as to whether a warrant shall issue:

- (1) Eyewitness account of violations;
- (2) Citizen complaints;
- (3) Tenant complaints;
- (4) Plain view violations;
- (5) Violations apparent from Village records;
- (6) Property deterioration;
- (7) Age of property;
- (8) Nature of alleged violations;
- (9) Nature of surrounding area;
- (10) Similar properties in the area;
- (11) Documented violation on similar properties in the area;
- (12) Passage of time since last inspection;
- (13) Previous violations on the property;
- (14) The inspection of the premises in question was to be made pursuant to an administrative plan containing neutral criteria supporting the need for the inspection;
- (15) Previous inspections have shown violations of law and the present inspection is necessary to determine whether those violations have been abated;
- (16) Any other showing consistent with constitutional standards for probable cause in administrative inspections.

§ 10-11-13 OWNER OBLIGATIONS.

(A) The rental property owner shall maintain the premises in substantial compliance with the applicable codes of the Village, and shall promptly make any and all repairs necessary to fulfill this obligation;

(B) The owner and tenant of any dwelling unit may agree that the tenant is to perform specified repairs and maintenance tasks, alterations or remodeling only if:

(1) The agreement of the parties is entered into in good faith and not for the purpose of evading the obligations of the owner and is set forth in a separate writing signed by the parties and supported by adequate consideration; and

(2) The agreement does not diminish or affect the obligations of the owner to other tenants in the premises.

(C) The owner, unless contrary to the terms of the rental agreement, shall supply heat, running water, hot water, electricity, gas, plumbing and garbage service. If the owner should fail to provide such services, they can be provided by the tenant during the period of the owner's non-compliance and the amounts expended by the tenant may be deducted from the rent. In the event that the tenant was obligated by the lease agreement to pay for garbage services and fails to do so, the owner, for as long as the tenant is in occupancy, shall be required to pay such charges in order to prevent a serious breakdown in public health. The amount paid by the owner shall become part of the tenant's obligated payments under the rental agreement.

§ 10-11-14 OWNER LIABILITY FOR ACTS AND OMISSIONS.

Every act or omission of whatsoever nature constituting a violation of any provision of this article by any officer, director, manager, partner, trustee, employer, agent or managing agent of any owner shall be deemed to be the act of such owner, and such owner shall be punishable in the same manner as if such act or omission had been done or omitted by the owner personally.

§ 10-11-15 OBLIGATION TO RESPOND TO ALLEGED VIOLATION.

If either the owner or the tenant shall believe that the other party has violated a provision of the rental agreement, that party shall notify the other party in writing of the alleged deficiencies through mailed or personal notice. The manner of the delivery of the notice shall be recorded. Any owner or tenant receiving such a notice of an alleged violation shall be required to respond in writing within 48 hours. In the event that an owner or a tenant wishes to involve the Village of Carol Stream in the alleged violation, a copy shall be served upon the Village, and that service shall be noted in the original letter. A failure by an owner or tenant to reply in writing within the required period of time, and to make a good-faith effort to correct the deficiency, shall be a violation of this article. Upon reviewing the correspondence of the party, the Village shall determine whether the nature of the alleged violations rises to the level of a violation under the terms and conditions of this article or any other provision of the Village Code. If there is no response or effort to correct the deficiency, or if a further investigation by the Village discloses a violation of the terms of the rental agreement or of a Village Code, the Village may enforce such breach as an ordinance violation.

§ 10-11-16 CIVIL ACTIONS BY THE VILLAGE.

Whenever the Code Official or a designee has reasonable cause to believe that any owner or tenant is engaged in a pattern of practice of violating the provisions of this article, the Village may bring a civil action, by filing a complaint setting forth the facts pertaining to such pattern of practice and requesting such relief, including an application for a permanent or temporary injunction, restraining order and damages against the owner or tenant responsible for such pattern of practice as may be necessary to insure compliance with the provisions of this article and the full enjoyment of the rights herein established.

§ 10-11-17 NONRENEWAL OF LICENSE.

A license issued pursuant to this article shall not be renewed unless the applicant is otherwise in conformance with the provisions of this article, including the correction of existing code violations in accordance with the provisions of this article and all other provisions of this Code.

§ 10-11-18 ENFORCEMENT COSTS.

(A) If any court of competent jurisdiction finds that any licensee has violated any provision(s) of this Code, such court shall award to the Village all of the Village's costs related to the enforcement of this Code, including, but not limited to, court costs, attorney fees, building inspector costs and administrative costs.

(B) In the event any court fails or refuses to award the Village all of its costs as provided for hereinabove, such unpaid costs shall constitute an additional license fee which shall be due and payable prior to the renewal of any license for the rental property in question. Such additional license fee shall be in addition to the license fee otherwise required by the provisions of §10-11-5 of this article. No license shall be renewed until such time as all costs provided for by this section have been paid.

§ 10-11-19 PENALTY.

In addition to any and all penalties provided for in this article, any person, firm or corporation who shall violate any provision of this article shall be fined in the amount set forth in the following schedule exclusive of all court costs and may be sentenced to up to six (6) months conditional discharge or court supervision.

Description Of Violation	Fine
First violation	\$250.00
Second or third violation	500.00
Fourth or subsequent violations	750.00

SECTION 2: This Ordinance amending the Municipal Code of the Village of Carol Stream 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 _____ DAY OF _____ 2009.

AYES:

NAYS:

ABSENT:

Frank Saverino, Mayor

ATTEST:

Beth Melody, Village Clerk

DRAFT

ATTACHMENT A

LEASE ADDENDUM FOR CRIME-FREE HOUSING

1. Lessee, any member of Lessee's household, or a guest or other person under the Lessee's control shall not engage in criminal activity, including drug-related criminal activity, on or near the demised premises. "Drug-related criminal activity" means the *illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use a controlled substance* (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 812)).
2. Lessees or members of the Lessee's household, or a guest or other person under the Lessee's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
3. Lessee or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including but not limited to drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Lessee or members of the household will not engage in the manufacture, sale, possession or distribution of illegal drugs at any location, whether on or near the property, premises, or otherwise.
5. Lessee, any member of Lessee's household, or a guest or other person under the Lessee's control shall not engage in acts of violence or threats of violence, including but not limited to, the unlawful discharge of firearms, on or near the property premises.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
8. This lease addendum is incorporated into the lease executed this day between the Lessor and the Lessees.

Signed in the presence of:

Witness: _____ Lessor: _____

Witness: _____ Lessee: _____

AGENDA ITEM

H-1 10-19-09

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING
THE SALE OF PROPERTY – 144 ELK TRAIL**

WHEREAS, the Village owns a parcel of land at the intersection of Elk Trail and Bluff Street, which has been found to be surplus property; and

WHEREAS, the Village is willing to sell that property subject to certain conditions; and

WHEREAS, the Village, pursuant to statute, advertised the property for sale and received one bid for the property in the amount of \$25,000.00; and

WHEREAS, the Village finds that wetlands have been delineated on the property and any use or development of the property shall be in accordance with the requirements of the DuPage County Countywide Stormwater and Flood Plain Ordinance, as interpreted or modified by the Village; and

WHEREAS, in light of the restrictions to be placed upon the property, the bid price of \$25,000.00 is found to be a reasonable price for the land;

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

SECTION 1: The property at the intersection of Elk Trail and Bluff Street, legally described upon Appendix “A,” attached to and made a part of this Ordinance shall be sold to Lakehaven Apartments, LLC, for the purchase price of \$25,000.00. The Corporate authorities find that the property is surplus and that its return to private ownership would be beneficial to the public.

SECTION 2: The Quit Claim Deed of Conveyance shall contain the following conditions: (1) the property is zoned B-4 Office, Research and Institutional Building District; (2) Wetlands have been delineated on the property, and any use or development of the property shall be in accordance with the requirements of the DuPage County Countywide Stormwater and Flood Plain Ordinance, as that ordinance is interpreted by the Village; and (3) the development of the property shall comply with all provisions of Village ordinances.

SECTION 3: The officials of the Village shall be authorized to execute such documents as shall be required to effectuate the transfer of the property.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet as provided by law.

PASSED AND APPROVED THIS 19TH DAY OF OCTOBER 2009.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Appendix A

Lot 2 in the Elk Trail Resubdivision, being a resubdivision of Lot 2 in the Western Trails Subdivision Unit No. 16, being a resubdivision of part of the Northwest Quarter of Section 29, Township 40 North, East of the Third Principal Meridian, according to said plat of Elk Trail Resubdivision recorded April 28, 1992, as Document R92-07851 in DuPage County, Illinois.

PIN: 02-29-118-004

Common Address: 144 Elk Trail, Carol Stream, Illinois 60188

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE EXECUTION
OF AN ANNEXATION AGREEMENT
(27W177 VALE ROAD)**

WHEREAS, Brian Kelly, owner of the property located at 27W177 Vale Road, such property being legally described in the Annexation Agreement, wishes 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 notices, 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 27W177 Vale 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 19TH DAY OF OCTOBER 2009.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

1
2 **ANNEXATION AGREEMENT**
3

4 THIS AGREEMENT ("Annexation Agreement") is entered into this ____ day of
5 October, 2009, by Brian Kelly ("Owner") and the Village of Carol Stream ("Village").

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

7 LOT 29 IN MARDON ACRES, BEING A SUBDIVISION OF PART OF SECTION 36,
8 TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN,
9 AND SECTION 31, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD
10 PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED OCTOBER 4,
11 1948 AS DOCUMENT 555355, IN DUPAGE COUNTY, ILLINOIS.

12 (hereinafter referred to as the "Subject Property"), with a street address of 27W177 Vale Road
13 (P.I.N. 01-36-204-004), consisting of approximately 2.03 acres; and

14 WHEREAS, the Subject Property is improved with a single-family house, a detached
15 frame garage in the rear yard measuring approximately 30.3' by 28.2', two asphalt driveways,
16 two concrete patios in the rear yard, and two concrete service walks; and

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

19 WHEREAS, the Village Board has determined that the annexation of the Subject
20 Property would further the orderly growth of the Village and promote the general welfare of the
21 Village.

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

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

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

RECEIVED
OCT 15 2009
CITY OF CAROL STREAM

29 3. ANNEXATION. The Owner shall, contemporaneously with the execution
30 hereof, file with the Village Clerk a duly executed petition to annex the Subject Property which
31 constitutes territory contiguous to the Village pursuant to and in accordance with the provisions
32 of Illinois Compiled Statutes 5/7-1-1, and the Village will annex the Subject Property.

33 4. ZONING AND CURRENT USE OF THE PROPERTY. Upon annexation, the
34 property will be automatically zoned R-1 in accordance with the ordinances of the Village.

35 5. ANNEXATION FEES TO VILLAGE. There shall be no annexation fees,
36 hearing fees, publication fees or recording fees payable to the Village.

37 6. SEWER AND WATER FEES OR CHARGES. The Subject Property is currently
38 serviced by on-site well water and a septic system. Within twelve (12) months after approval of
39 this Agreement, Owner agrees to connect to the Village's water and sewer system through a
40 single connection to each such system. There shall be no Water and Sewer Expansion
41 Connection Fee, sewer and water tap on fees, recapture fees or other permit fees related to
42 Owner's water and sewer connection, provided Owner connects within this twelve (12) month
43 period. Owner shall be responsible for any hardware water meter costs incurred by the Village
44 related to this water and sewer connection. The user fees relating to sewer and water services
45 shall be those charges generally applicable in the Village for similar services at the time that the
46 fees are due.

47 7. OTHER DONATIONS. The Owner shall not be otherwise required by the
48 Village to donate any land or money to the Village or any other governmental body. In addition,
49 the Owner shall not be required to construct any improvements or improve any streets.

50 8. ANNEXATION TO FIRE PROTECTION AND PARK DISTRICTS. If the
51 Subject Property is not annexed to any fire protection district or park district, the Owner shall
52 promptly, upon the annexation of the Subject Property to the Village, petition for annexation to
53 the Carol Stream Park District and the Carol Stream Fire Protection District. If the Subject
54 Property is then part of a park district or fire protection district other than the Carol Stream Park
55 District or the Carol Stream Fire Protection District, the Owner shall, at the written request of the
56 Village, actively endeavor to disconnect from such district and annex to the Carol Stream Park
57 District and the Carol Stream Fire Protection District.

58 9. SPECIAL TERMS AND CONDITIONS. In addition to the provisions within this
59 Agreement, the following special terms and conditions shall apply:

60 A. In addition to the other terms and conditions set forth in this Agreement, the
61 Village agrees as follows:

62 1. To permit the existing structures on the Subject Property as depicted on
63 the current plat of survey attached as Exhibit A to continue without the necessity of
64 obtaining additional zoning relief or permits from the Village. Specifically, the existing
65 structures include, but are not limited to the separate garage that is approximately two
66 stories tall, with a 9' tall garage door, and two driveways onto Vale Rd..

67 2. The existing buildings on the Subject Property may not comply with
68 current Village building code requirements. Provided that the Owner does not add on to
69 a building, or with respect to a building modify 50% or more of the said building, the
70 Village shall not require Owner to alter said building to comply with the then current
71 Village building code requirements. Except for ordinary repairs to a building (as defined
72 in the Village building codes), any interior remodeling or alterations shall comply with
73 the then current Village building code requirements.

74 3. To allow Owner to park one (1) commercial vehicle with a "B" or "D"
75 license plate upon the Subject Property, in connection with Owner's business or
76 employment. This permission shall only apply to Owner and shall terminate upon the
77 sale or voluntary or involuntary transfer of the Subject Property by Owner.

78 4. To pay Owner the sum of \$20,000 within 3 days of the Village's
79 annexation of the Subject Property.

80 10. WARRANTY. The Corporate Authorities of the Village and the Owner warrant
81 that they have the authority to enter into this Agreement. The Corporate Authorities of the

82 Village further warrant that they will perform all their obligations hereunder and will cause the
83 annexation agreement to be recorded upon satisfaction of the sale contingency set forth herein.

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

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

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

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

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

104 12. NUMBERS AND PARAGRAPH HEADINGS. All numbers and paragraph
105 headings in this Agreement are for convenience of reference only and are not intended to qualify
106 the meaning of any clause or paragraph.

107 13. SEVERABILITY. In the event that any portion of this Agreement shall be found
108 to be invalid by any court of competent jurisdiction, such finding of invalidity as to that portion
109 shall not affect the validity or enforceability of the balance of this Agreement.

110 14. NOTICES. All notices, requests, demands and other matters required to be given
111 or which may be given hereunder shall be in writing and shall be deemed given when delivered
112 in person or when deposited in the United States mail, registered or certified, postage prepaid,
113 addressed to the main office or to the Clerk of the Village, if to the Village of Carol Stream, with
114 a copy to Stewart Diamond, 140 South Dearborn Street, Suite 600, Chicago, Illinois 60603 and
115 to Brian Kelly, 27W177 Vale Road, West Chicago, IL 60185, with a copy to Robert A. McNees,
116 Esq., Robert A. McNees & Associates, 195 Hiawatha Drive, Carol Stream, IL 60188.

117

118 FOR THE VILLAGE OF CAROL STREAM

119

120 _____

121 Village President

122

123 ATTEST:

124

125 _____

126 Village Clerk

127

128

129

130 FOR BRIAN KELLY

131

132

133  _____

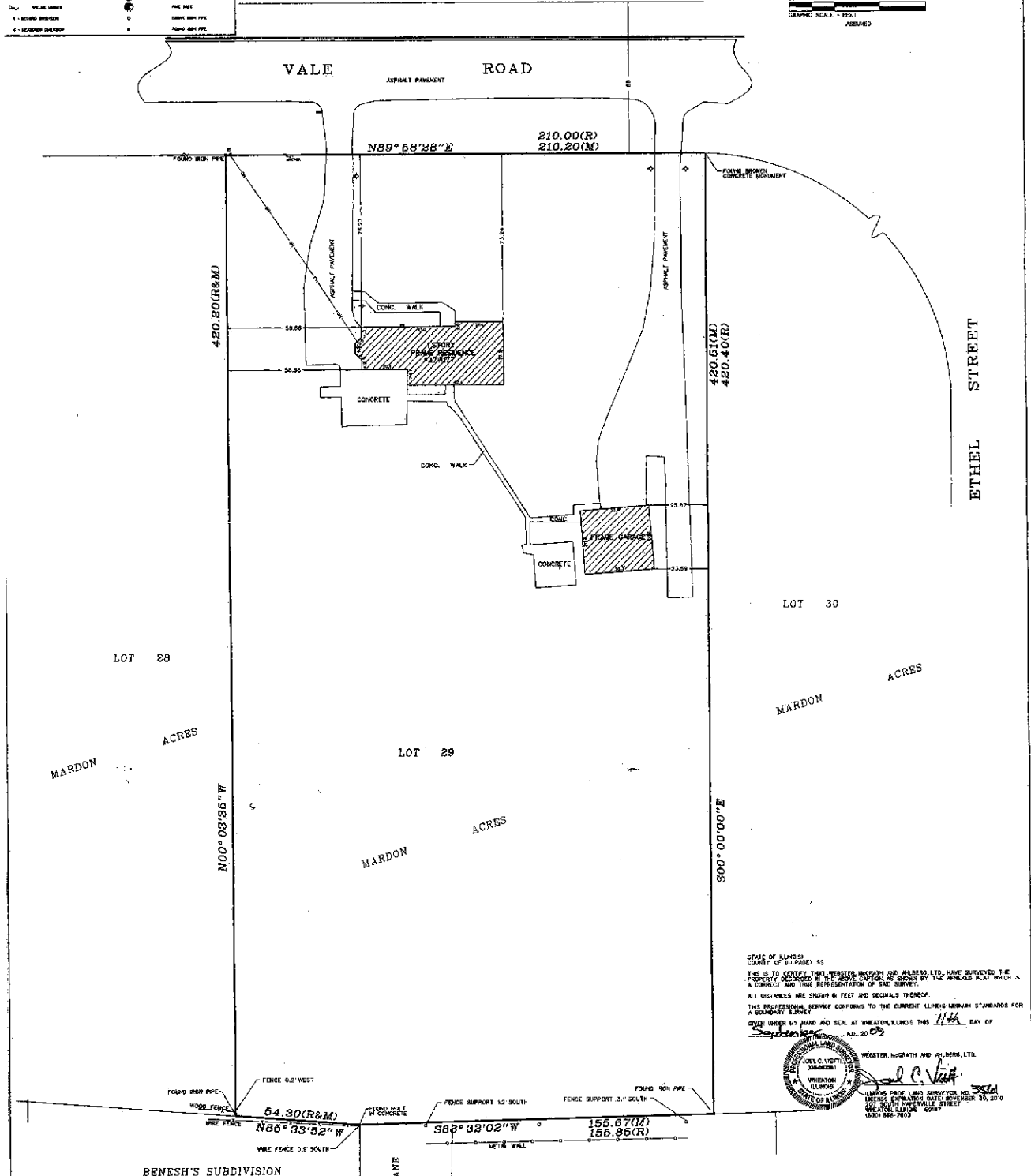
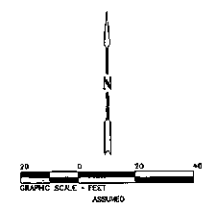
134 Brian Kelly

PLAT OF SURVEY

LOT 28, MARDON ACRES, BEING A REMOVAL OF PART OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 9 EAST, OF THE THIRD PRINCIPAL MERIDIAN AND SECTION 31, TOWNSHIP 39 NORTH, RANGE 10 EAST, OF THE FIRST PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 4, 1918 AS DOCUMENT 556356, BY DUPAGE COUNTY, ILLINOIS.

LEGEND

①	SURVEY MONUMENT	—	WELDER
⊙	ORIGINAL CORNER	—	CONCRETE
⊚	STONE MONUMENT	—	WOOD
⊛	IRON PIPE MONUMENT	—	STEEL
⊜	STAKE	—	PAVING
⊝	STONE MONUMENT	—	BITUMEN
⊞	PLASTER OR BRICK	—	ASPHALT
⊘	PAVING	—	WATER MAIN
⊡	ELECTRICAL WIRE	—	SEWER MAIN
⊣	ELECTRICAL WIRE	—	WATER MAIN
⊤	ELECTRICAL WIRE	—	WATER MAIN
⊥	TELEPHONE WIRE	—	WATER MAIN
⊦	TELEPHONE WIRE	—	WATER MAIN
⊧	TELEPHONE WIRE	—	WATER MAIN
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⊠	TELEPHONE WIRE	—	WATER MAIN
⊡	TELEPHONE WIRE	—	WATER MAIN



STATE OF ILLINOIS
COUNTY OF DUPAGE) SS

I, THE UNDERSIGNED, JAMES W. WEBSTER, SURVEYOR, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY AND THE REPRESENTATION OF SAID SURVEY.

ALL DISTANCES ARE GIVEN IN FEET AND DECIMALS THEREOF.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS SURVEYING STANDARDS FOR A QUAD SURVEY.

DATE OF SURVEY BY FIELD AND SCAL AT WESTON, ILLINOIS THIS 11th DAY OF APRIL, 2009.

James W. Webster
JAMES W. WEBSTER
SURVEYOR
STATE OF ILLINOIS

WEBSTER, MCGRATH AND AHLBERG, LTD.
1501 SOUTH MARVELLE STREET
WESTON, ILLINOIS 60557
(630) 882-7803

Field No.	Completed Subdiv.	By

PLAT OF SURVEY

27th/77 VALE STREET
WEST CHICAGO, ILLINOIS

PREPARED FOR: CHANGING LOT SUBDIVISION
BY: BRENESH'S SUBDIVISION
BY: JAMES W. WEBSTER, SURVEYOR

DATE: 4/20/09
BY: J. W. WEBSTER
CHECKED BY: J. W. WEBSTER

SCALE: 1" = 20'

DATE: 8/06/09

BY: J. W. WEBSTER

DATE: 8/06/09

SCALE: 1" = 20'

DATE: 8/06/09

DATE: 8/06/09

DATE: 8/06/09

ORDINANCE NO. _____

**AN ORDINANCE ANNEXING CERTAIN PROPERTY TO THE
VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS
(27W177 VALE ROAD)**

WHEREAS, Brian Kelly, is the record owner of property commonly known as 27W177 Vale Road, in unincorporated DuPage County, Illinois, such property being legally described on the Plat of Annexation attached hereto as Exhibit A and made a part hereof (the "Property"); and

WHEREAS, Brian Kelly 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 October 19, 2009. 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 19TH DAY OF OCTOBER 2009.

AYES:

NAYS:

ABSENT:

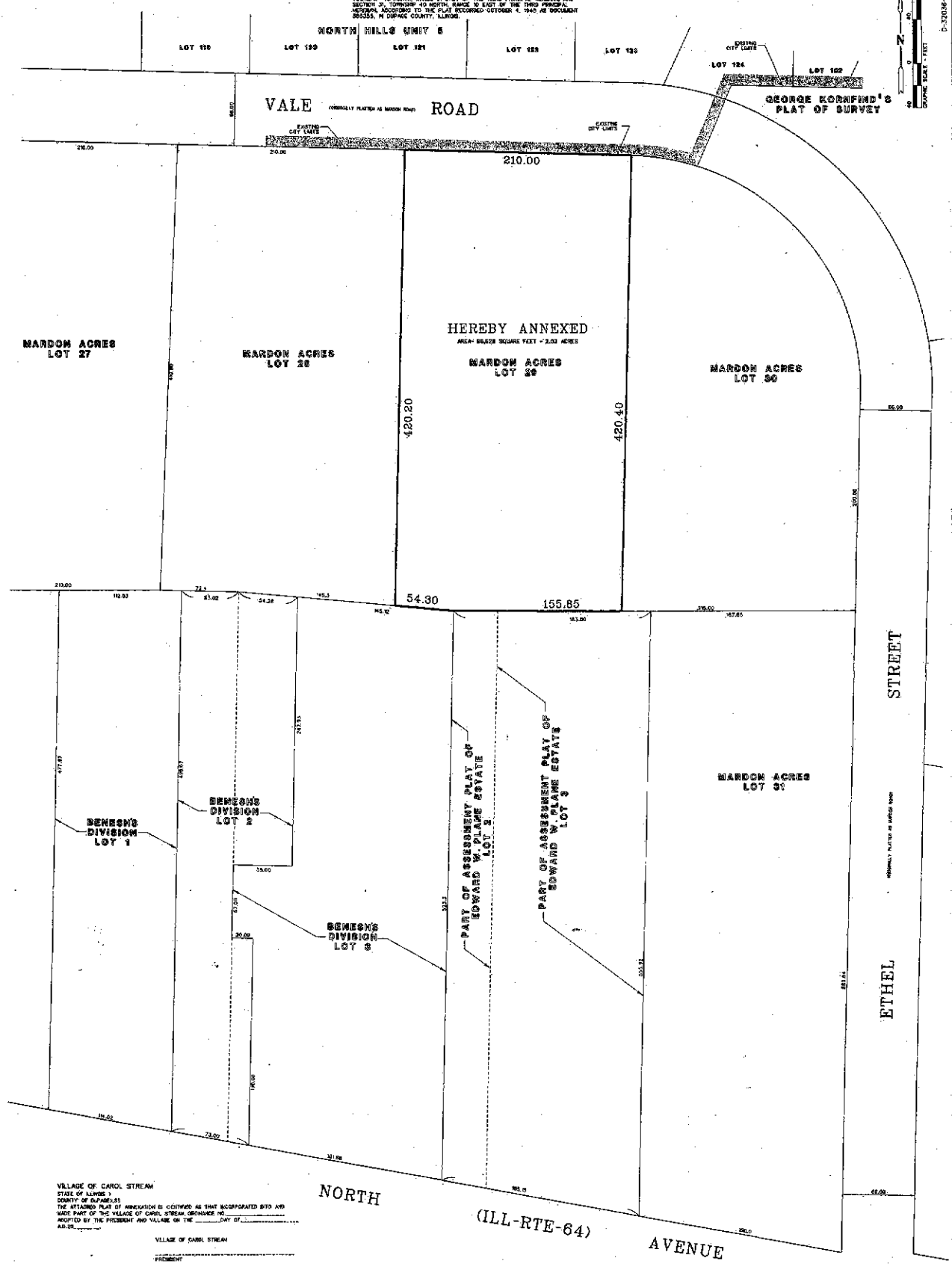
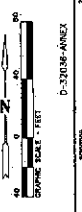
Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

PLAT OF ANNEXATION to the VILLAGE OF CAROL STREAM, ILLINOIS

LOT 29 IN LAMSON ACRES BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 2, EAST OF THE THIRD PRINCIPAL MERIDIAN AND SECTION 30, TOWNSHIP 40 NORTH, RANGE 2, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED OCTOBER 4, 1945 AS DOCUMENT 40325, IN DUPage COUNTY, ILLINOIS.



MARDON ACRES
LOT 27

MARDON ACRES
LOT 28

HEREBY ANNEXED
AREA - 86428 SQUARE FEET - 2.00 ACRES
MARDON ACRES
LOT 29

MARDON ACRES
LOT 30

BERENS
DIVISION
LOT 1

BERENS
DIVISION
LOT 2

BERENS
DIVISION
LOT 3

PART OF ASSESSMENT PLAT OF
EDWARD W. PLAME ESTATE
LOT 1

PART OF ASSESSMENT PLAT OF
EDWARD W. PLAME ESTATE
LOT 2

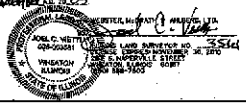
MARDON ACRES
LOT 31

VILLAGE OF CAROL STREAM
STATE OF ILLINOIS
COUNTY OF DUPage
THE ATTACHED PLAT OF ANNEXATION IS HEREBY APPROVED AS THAT INCORPORATED INTO AND MADE PART OF THE VILLAGE OF CAROL STREAM BECAUSE IT WAS ADOPTED BY THE PRESIDENT AND VILLAGE ON THE _____ DAY OF _____ A.D. 19____.

NORTH
(ILL-RTE-64)
AVENUE

RECORDER
STATE OF ILLINOIS
COUNTY OF DUPage
THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPage COUNTY, ILLINOIS APPROXIMATELY ON THE _____ DAY OF _____ A.D. 19____ AT _____ O'CLOCK _____ M.

SURVEYOR
STATE OF ILLINOIS
COUNTY OF DUPage
I, _____, SURVEYOR, DO HEREBY CERTIFY THAT THE FOREGOING PLAT OF ANNEXATION WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF ILLINOIS.
WITNESSED MY HAND AND SEAL AT WHEATON, ILLINOIS THIS _____ DAY OF _____ A.D. 19____.



Lot No.	Description	Area	By
27			
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PLAT OF ANNEXATION
27N177 VALE ROAD
WEST CHICAGO, ILLINOIS

RECORDED BY: _____
DATE: 4/23/58
SCALE: 1"=40'

WEDDNER, MCGRATH & AHLBERG LTD.
V.M.A.
40333
DUPage COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE EXECUTION
OF AN ANNEXATION AGREEMENT
(CHICAGO MOTOR CARS, 27W110 NORTH AVENUE)**

WHEREAS, Frank Sacco, sole member and manager of CMC Building Group LLC and owner of the property located at 27W110 North Avenue, such property being legally described in the Annexation Agreement, wishes 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 notices, 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 27W110 North Avenue, 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 19TH DAY OF OCTOBER 2009.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

ANNEXATION AGREEMENT

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THIS AGREEMENT ("Annexation Agreement") is entered into this 19th day of October, 2009, by CMC Building Group, LLC (hereinafter referred to as the "Owner") and the Village of Carol Stream ("Village").

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

Lot 3 in Benesh's Division of part of Lot 2 in Assessment Plat of Edward Plane Estate and of Lot 32 in Mardon Acres, all in Section 36, Township 40 North, Range 9, East of the Third Principal Meridian, according to the plat of said division recorded May 25, 1977 as document R77-39669, in DuPage County, Illinois.

(hereinafter referred to as the "Subject Property"), with a street address of 27W110 North Avenue (P.I.N. 01-36-204-018); and

WHEREAS, the Subject Property is contiguous to the present Village limits of the Village of Carol Stream, DuPage County, Illinois; and

WHEREAS, the Subject Property is improved with an approximate 17,000 square foot automobile sales dealership ("Chicago Motor Cars"), parking lot, vehicle display area and landscape improvements; and

WHEREAS, the Subject Property is not within the existing territorial limits of any municipality and may be annexed to the Village as provided in Article VII of the Illinois Municipal Code (65 ILCS 5/7-1-1 et. seq.) and in accordance with the terms and conditions of this Agreement; and

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

27 WHEREAS, the Village Board has determined that the annexation of the Subject
28 Property would further the orderly growth of the Village and promote the general welfare of the
29 Village.

30 WHEREAS, Owner proposes to continue operation of an automobile dealership business
31 on the Subject Property within the B-3 Service District of the Village upon annexation, in
32 accordance with the Site Plan prepared by Capital Design, Ltd. dated September 5, 2007, the
33 Building Elevation Plan prepared by Capital Design, Ltd. dated September 5, 2007, and the
34 Landscape Plan prepared by Capital Design, Ltd. dated August 20, 2007, (the "Plans") together
35 with such modifications as may be approved by the Village; and

36 WHEREAS, on May 27, 2008, the Plan Commission / Zoning Board of Appeals of the
37 Village opened the Public Hearing on the proposed rezoning, the special use for an open sales lot
38 and variations for front yard building setback, parking space width and parking lot greenspace of
39 the Subject Property, pursuant to notice published and given as required by law, at which
40 meeting the Plan Commission continued the Public Hearing to their meeting on June 23, 2008;
41 and

42 WHEREAS, following the continued public hearing which was concluded by the Plan
43 Commission / Zoning Board of Appeals on June 23, 2008, the Plan Commission / Zoning Board
44 of Appeals submitted its Findings of Fact and Recommendations to the Board of Trustees of the
45 Village and recommended that the Subject Property be rezoned upon annexation B-3 Service
46 District within the Village, and also recommended that the special use for an open sales lot and

47 vehicle display area, and variations for front yard building setback, parking space width and
48 parking lot greenspace be approved; and

49 WHEREAS, the Village after due and careful consideration has concluded that the
50 annexation and development of the Subject Property in accordance with the terms and conditions
51 hereinafter set forth would further the growth of the Village, would increase the taxable value of
52 property within the Village, would properly and beneficially extend the corporate limits and
53 jurisdiction of the Village, would enable the Village to control development of the area and
54 would otherwise promote the proper growth, general welfare and best interests of the Village.

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

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

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

62 3. ANNEXATION. The Owner shall, contemporaneously with the execution
63 hereof, file with the Village Clerk a duly executed petition to annex the Subject Property which,
64 along with other land, which has agreed to annex to the Village under an agreement with the
65 Owner, constitutes territory contiguous to the Village pursuant to and in accordance with the
66 provisions of Illinois Compiled Statutes 5/7-1-1, and subject to the contingency described in
67 Paragraph 6 below, the Village will annex the Subject Property.

68 4. ANNEXATION ORDINANCE. Within thirty (30) days after the date hereof, the
69 Village shall pass an ordinance annexing this Subject Property and shall approve the Plat of
70 Annexation attached hereto as Exhibit A.

71 5. ZONING OF THE PROPERTY. Upon annexation and subject to the terms and
72 conditions of this Agreement, the Subject Property shall be zoned B-3 Service District under the
73 Village's Zoning Code.

74 6. ANNEXATION FEES TO VILLAGE. There shall be no annexation fee payable
75 to the Village.

76 7. SEWER AND WATER FEES OR CHARGES. Pursuant to a previously executed
77 agreement between the Owner and the Village, attached hereto as Exhibit B, the Owner has
78 connected to the Village water and sewer systems. Upon annexation of the property to the
79 Village, the Village agrees to waive, in full, payment of the Southwest Utility Connection Fee.
80 The owner shall abide by the same rules and regulations with respect to sewer and water service
81 as consumers and customers within the corporate limits of the Village. This provision includes,
82 but is not limited to, any sprinkling bans or limitations which may be imposed by the Village.
83 The Owner has paid regular Village connection charges and tap-on fees. Upon annexation, the
84 Owner shall pay the regular resident customer charges applicable to uses within the corporate
85 limits of the Village.

86 8. OTHER DONATIONS AND SALES TAX REPORTING. The Owner shall not
87 be otherwise required by the Village to donate any land or money to the Village or any other
88 governmental body. In addition, the Owner shall not be required to construct any public
89 improvements or improve any streets except as required by the Village ordinances and this
90 Agreement.

91 It is intended by the parties that the Subject Property shall continue to be used as an
92 automobile sales dealership. The Owner has reported sales from vehicles displayed or delivered
93 from the Subject Property as having taken place on the Subject Property. For the term of this
94 Agreement, the sale of all vehicles and other items of personal property, subject to sales or use
95 taxes, which are either displayed, warehoused, or delivered from the Subject Property, shall be
96 reported as sales taking place, after annexation, within the Village, subject to Owner's
97 compliance with the State of Illinois Department of Revenue rules and regulations.

98 9. ANNEXATION TO FIRE PROTECTION AND PARK DISTRICTS. If the
99 Subject Property is not annexed to any fire protection district or park district, the Owner shall
100 promptly, upon the annexation of the Subject Property to the Village, petition for annexation to
101 the Carol Stream Park District and the Carol Stream Fire Protection District. If the Subject
102 Property is currently part of a park district or fire protection district other than the Carol Stream
103 Park District or the Carol Stream Fire Protection District, the Owner shall, at the written request
104 of the Village, actively endeavor to disconnect from such district and annex to the Carol Stream
105 Park District and the Carol Stream Fire Protection District.

106 10. PLAN AND USE APPROVAL. The Subject Property has been developed in
107 accordance with the Site Plan prepared by Capital Design, Ltd. dated September 5, 2007, the
108 Building Elevation Plan prepared by Capital Design, Ltd. dated September 5, 2007, and the
109 Landscape Plan prepared by Capital Design, Ltd. dated August 20, 2007, hereinafter referred to
110 as the "Plans", copies of which are collectively attached hereto as Exhibit C. With the approval
111 of these plans, and in accordance with the recommendation forwarded by the Plan Commission /
112 Zoning Board of Appeals on June 23, 2008, the Village also approves the Special Use for an
113 open sales lot and exterior vehicle display, the variation to allow a 78 foot front building setback

114 as opposed to 100 feet as otherwise required, a parking stall width of nine feet as opposed to nine
115 and one-half feet for the 32 parking stalls at the northwest corner of the property, and a variation
116 to allow parking lot greenspace of four (4) percent as opposed to ten (10) percent as otherwise
117 required. The building and property must be maintained in accordance with these plans.
118 Following annexation of the property, future changes to the building or property shall comply
119 with all applicable Village Codes, including but not limited to the Building, Zoning and
120 Subdivision Codes, and shall require review and approval by the Village of Carol Stream in
121 accordance with the then-applicable review and approval processes established by the Municipal
122 Code.

123 11. WARRANTY. The Corporate Authorities of the Village and the Owner warrant
124 that they have the authority to enter into this Agreement. The Corporate Authorities of the
125 Village further warrant that they will perform all their obligations hereunder and will cause the
126 annexation agreement to be recorded upon satisfaction of the sale contingency set forth herein.

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

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

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

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

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

147 13. NUMBERS AND PARAGRAPH HEADINGS. All numbers and paragraph
148 headings in this Agreement are for convenience of reference only and are not intended to qualify
149 the meaning of any clause or paragraph.

150 14. SEVERABILITY. In the event that any portion of this Agreement shall be found
151 to be invalid by any court of competent jurisdiction, such finding of invalidity as to that portion
152 shall not affect the validity or enforceability of the balance of this Agreement.

153 15. NOTICES. All notices, requests, demands and other matters required to be given
154 or which may be given hereunder shall be in writing and shall be deemed given when delivered
155 in person or when deposited in the United States mail, registered or certified, postage prepaid,
156 addressed to the main office or to the Clerk of the Village, if to the Village of Carol Stream, with
157 a copy to Stewart Diamond, 140 South Dearborn Street, Suite 600, Chicago, Illinois 60603 and
158 to Mr. Frank Sacco, CMC Building Group, LLC, 27W110 North Avenue, West Chicago, IL

159 60185, with a copy to John R. Zemenak, Esq., Rathje & Woodward, LLC, 300 East Roosevelt
160 Road, Suite 300, Wheaton, IL 60187.

161 IN WITNESS WHEREOF, the parties have entered into this Agreement the date and year
162 first above written.

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VILLAGE:

Village of Carol Stream

By: _____
Its: President

Attest:

Its: Village Clerk

OWNER:

CMC Building Group, LLC

By:  _____
Its: Manager and Sole Member

EXHIBIT "A"

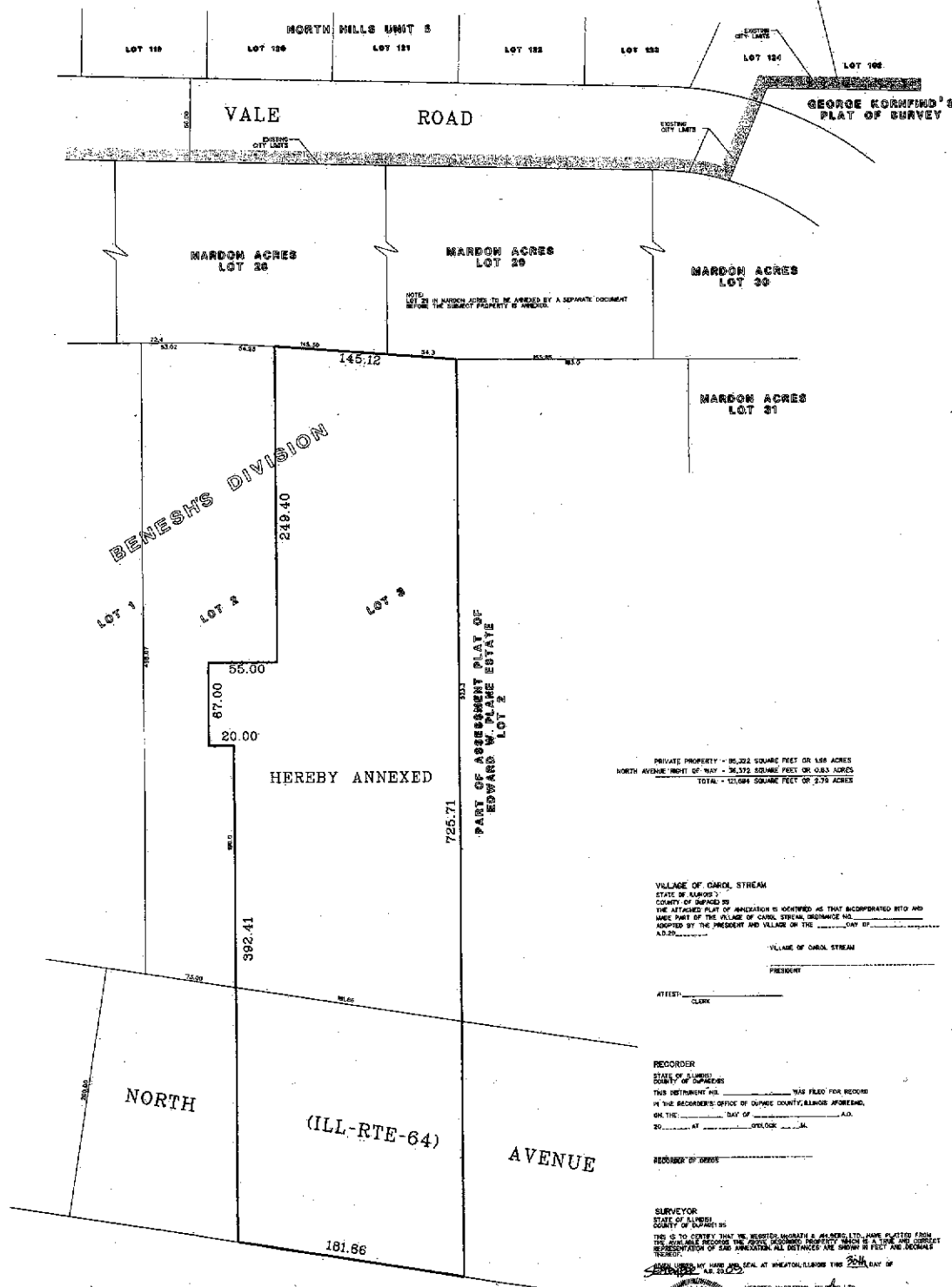
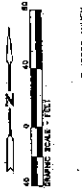
PLAT OF ANNEXATION

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PLAT OF ANNEXATION to the VILLAGE OF CAROL STREAM, ILLINOIS

P.L.N. 01-36-204-D18

LOT 1 IN REMAINS DIVISION OF PART OF LOT 1 IN ASSESSMENT PLAT OF EDWARD PLAME ESTATE AND OF LOT 2 IN MARDON ACRES LOT 28 IN SECTION 34, TOWNSHIP 40 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID OVERLAND RECORDED MAY 24, 1977, 20 DOCUMENT # 877-38669, IN DEPAKE COUNTY, ILLINOIS.
TOGETHER WITH THAT PART OF NORTH AVENUE ILLINOIS ROUTE 64 LYING SOUTH OF THE ABOVE DESCRIBED PARCEL.



PRIVATE PROPERTY - 36,232 SQUARE FEET OR 0.83 ACRES
NORTH AVENUE (Hwy 64) - 36,232 SQUARE FEET OR 0.83 ACRES
TOTAL - 72,464 SQUARE FEET OR 1.66 ACRES

VILLAGE OF CAROL STREAM
STATE OF ILLINOIS
COUNTY OF DUPAGE
THE ATTACHED PLAT OF ANNEXATION IS IDENTIFIED AS THAT INCORPORATED INTO AND MADE PART OF THE VILLAGE OF CAROL STREAM, ORDINANCE NO. _____ ADOPTED BY THE PRESIDENT AND VILLAGE OF THE _____ DAY OF _____ A.D. 20____.

VILLAGE OF CAROL STREAM
PRESIDENT _____
ATTEST: CLERK _____

RECORDER
EMILY J. [unclear]
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.

RECORDER OF DEEDS _____
SURVEYOR
STATE OF ILLINOIS
COUNTY OF DUPAGE

WESTER, MCGRATH & AHLBERG LTD.
ALLAN LAB SURVEYOR NO. 3561
600 NORTH W. MONROE ST.
DEPT. 2, SUITE 101
CHICAGO, ILLINOIS 60607
TEL: 468-7651

PLAT OF ANNEXATION	LOCATION
27710 NORTH AVE WEST CHICAGO, ILLINOIS	
FOR INFORMATION: CHICAGO NORTH COAST CORP. 500 NORTH W. MONROE ST. CHICAGO, ILLINOIS 60607 TEL: 468-7651	
WESTER, MCGRATH & AHLBERG LTD. VMA 42623 150 N. WASHINGTON ST. CHICAGO, ILLINOIS 60607 TEL: 468-7651	
DATE OF RECORDATION: 05/03/95	
FILE NO. 42623	
BOOK NO. _____	
PAGE NO. _____	
PLAT NO. D-1288-ANNEX	

EXHIBIT "B"

AGREEMENT AUTHORIZING CONNECTION TO VILLAGE UTILITIES

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AGREEMENT AUTHORIZING CONNECTION TO VILLAGE UTILITIES

THIS AGREEMENT AUTHORIZING CONNECTION TO VILLAGE UTILITIES ("Agreement") is entered into between the Village of Carol Stream, Illinois municipal corporation ("Village") and Chicago Motor Car Corporation and Frank Sacco (collectively referred to herein as "Applicant") and is dated this 16th day of June, 2008.

WHEREAS, Frank Sacco is the owner of real property located at 27W110 North Avenue, West Chicago, Illinois ("Subject Property"), which is legally described in Exhibit "A" attached hereto and which is located in unincorporated DuPage County; and

WHEREAS, Chicago Motor Car Corporation desires to develop and operate an automobile sales dealership upon the Subject Property; and

WHEREAS, Applicant has submitted applications to the Village seeking approval of a pre-annexation agreement with the Village, as well as a special use permit to allow outdoor storage upon the Subject Property, as well as variances for relief from several of the Village's bulk regulations of its Zoning Ordinance; and

WHEREAS, Applicant has appeared before the Village's Plan Commission on May 27, 2008 relative to its zoning requests, and its requests were continued for a further public hearing before the Plan Commission until June 23, 2008; and

WHEREAS, the Village currently allows properties to connect to the Village's water system and waste water system upon approval by the Village corporate authorities of a pre-annexation agreement; and

WHEREAS, in the case of the Applicant, the Village and Applicant are currently negotiating the pre-annexation agreement for the Subject Property and the Applicant is making efforts to work with adjacent property to the immediate north of the Subject Property to annex to the Village, which will then make the Subject Property contiguous to the Village limits and eligible for immediate annexation; and

WHEREAS, Applicant's development permits have been approved by the County of DuPage and other governmental entities and agencies (excluding the Village) who exercise regulatory control over the Subject Property; and

WHEREAS, due to Applicant's efforts to obtain annexation of the property to the immediate north of the Subject Property and due to the potential delays in finalizing the negotiations for Applicant's pre-annexation agreement, Applicant seeks authorization from the Village to connect to the Village's water system and waste treatment system prior to formal approval of Applicant's pre-annexation agreement and related zoning approvals, subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the Village's corporate authorities have determined that allowing Applicant to connect to the Village's utilities as set forth herein prior to approval of a pre-annexation

agreement or ultimate annexation of the Subject Property is warranted under the circumstances given Applicant's valuable efforts to assist in the annexation of adjacent property, given the Village staff's initial recommendation of this proposed pre-annexation and related zoning approvals and given the protections to the Village set forth in this Agreement in the event that final pre-annexation and related approvals are not granted by the Village to Applicant.

NOW, THEREFORE, for mutual consideration exchanged between the parties, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The above-stated Recitals are hereby restated and incorporated into this Section 1 as though fully set forth herein.
2. Authorization to County. Upon approval of this Agreement and execution by all parties, the Village shall within three (3) business days thereafter issue a letter to the County of DuPage informing the County that the Applicant has received Village authorization as set forth in this Agreement to connect to the Village's water system and waste treatment system immediately upon issuance of building permits and related permits from the County, and further stating that the Village has no objection to the issuance of said permits by the County. The letter from the Village to the County of DuPage shall have attached to it a copy of this Agreement, so that the County is aware that the Village may choose to disconnect utilities as provided herein.
3. Connection to Village Utilities. Upon the issuance of building permits and related permits by the County of DuPage to Applicant for the development of an automobile sales dealership upon the Subject Property, and upon Applicant's completing all permit requirements of the Village in order to connect to the Village's water system and waste treatment system, the Village shall approve such permits and authorize Applicant to immediately connect the Subject Property to the Village's water system and waste treatment system. This authorization shall be made despite the fact that Applicant has not received final approvals from the Village for its requests for pre-annexation and related zoning approvals, and is subject to the conditions and limitations set forth in this Agreement.
4. Applicant's Obligations. In order to connect to the Village's water system and waste treatment system, the following conditions must be met:
 - A. This Agreement must be approved and signed by all parties.
 - B. The County of DuPage must issue building permits and related permits for Applicant's proposed automobile sales dealership upon the Subject Property, and Applicant shall provide approved permits to the Village.
 - C. Applicant shall comply with all Village permit requirements and shall comply with all ordinances and regulations of the Village in order to connect to the Village's water system and waste treatment system.
 - D. Applicant shall make all connections to the Village's water system and waste treatment system as required by Village ordinances and regulations.

E. Applicant shall pay the non-resident rates once connected to the Village's water system and waste treatment system, unless and until different rates are approved as part of an approved pre-annexation agreement or annexation agreement for the Subject Property.

F. Applicant's connection to the Village's water system and waste treatment system shall be subject to the other terms and conditions set forth in this Agreement.

5. Disconnection. It is expressly understood by Applicant that this Agreement authorizing connection to the Village's water system and waste treatment system prior to final approval of Applicant's pre-annexation agreement and related zoning approvals for the Subject Property are at Applicant's sole risk. This Agreement shall not serve as approval for Applicant's pre-annexation request and related zoning approval requests for the Subject Property, and shall not serve as an indication from the Village that such approvals are likely. The Applicant is aware that a termination of sewer and water services, (which are provided for within this section), shall result in the closure of the Applicant's business until such time as it is able to provide permanent potable water and sanitary sewer system services as are required within the ordinances of the County. The Applicant accepts that risk.

In the event that Applicant's requests for pre-annexation and related zoning approvals for the Subject Property are denied by the Village, Applicant shall be obligated at its own expense to disconnect the Subject Property from the Village's water system and waste treatment system within fourteen (14) days after the vote from the Village's corporate authorities denying such requests. Such disconnection by Applicant shall be performed in accordance with all Village ordinances and regulations.

In the event that Applicant fails to disconnect from the Village's water system and waste treatment system within the time period set forth above, the Village shall issue a letter to Applicant by certified mail advising Applicant that it is in default under this Agreement and that disconnection by Applicant must be performed by Applicant within seven (7) days from the mailing date of said certified letter. In the event that Applicant fails to disconnect the Subject Property from the Village's water system and waste treatment system within said seven (7) day period, such failure shall constitute a default under this Agreement.

Upon such default, the Applicant expressly grants permission to the Village, its employees and agents, to enter upon the Subject Property and take all reasonable action necessary to disconnect the Subject Property from the Village's water system and waste treatment system. Applicant further agrees that such disconnection by the Village upon default shall not require any court authorization, court order or further approval by the Village's corporate authorities, and that such entry upon the Subject Property by the Village and disconnection by the Village as set forth herein shall not constitute a trespass upon the Subject Property or a violation of any vested rights of Applicant.

In the event of disconnection performed by the Village, the Village shall issue an invoice to Applicant by certified mail setting forth all of the Village's labor costs and material costs for

performing such disconnection. Applicant shall pay said invoice within seven (7) days upon its receipt.

In the event of nonpayment by Applicant within the time period set forth herein, the Village is authorized to record a lien against the Subject Property in the amount of the unpaid invoice and shall be authorized to take appropriate legal action to foreclose on said lien.

6. Release of Liability. Applicant hereby releases and discharges the Village, its elected officials, officers, employees, attorneys and agents from and against all liabilities, claims, causes of action and damages of Applicant in any manner related to the Village's actions in disconnecting the Subject Property from the Village's water system and waste treatment system upon a default of Applicant as set forth herein.

7. Final Agreement. This Agreement supercedes all prior written and oral agreements, understandings and negotiations between the parties and constitutes their final agreement. This Agreement may only be modified by a written instrument signed by all parties hereto.

8. Counterparts. This Agreement may be executed in counterparts, with each counterpart signature deemed as an original, but all of which together shall constitute one and the same document. Faxed signatures are acceptable for implementation of this Agreement, with original signatures to immediately follow.

9. Notice. All notices, requests, demands or other communications required or permitted hereunder shall be in writing and shall be served by certified mail, with receipt required, to the parties as follows:

Village: Village of Carol Stream
Attention: Frank Saverino, Sr., Mayor
500 North Gary Avenue
Carol Stream, IL 60188-1899

With a copy to:

Applicant: Frank Sacco
Chicago Motor Car Corporation
26 W 251 St. Charles Road
Carol Stream, IL 60188

With a copy to: John R. Zemenak, Esq.
Rathje & Woodward, LLC
300 East Roosevelt Road, Suite 300
Wheaton, IL 60187

[SIGNATURE PAGE TO FOLLOW]

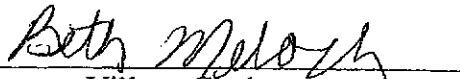
WHEREFORE, the parties have executed this Agreement on the date first written above.

VILLAGE OF CAROL STREAM



Mayor

Attest:



Village Clerk

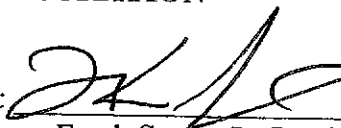
FRANK SACCO



Frank Sacco

**CHICAGO MOTOR CARS
CORPORATION**

By:

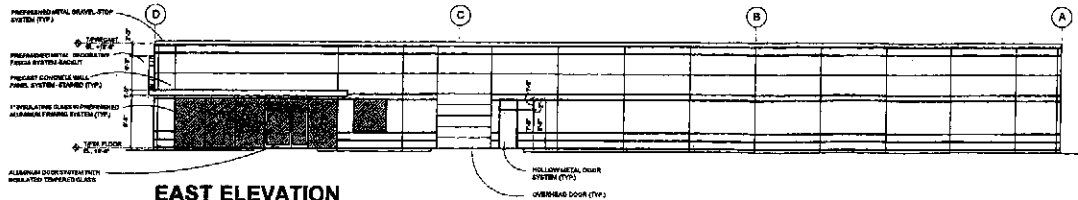


Frank Sacco, Its President

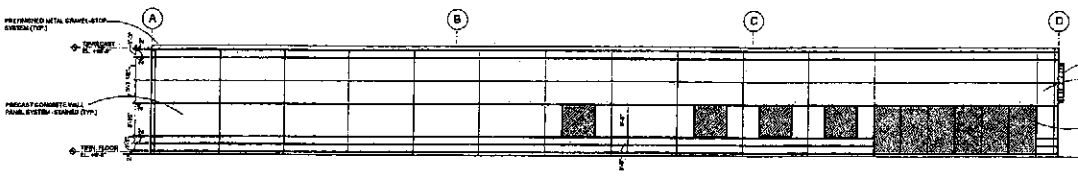
EXHIBIT "C"

APPROVED DEVELOPMENT PLANS

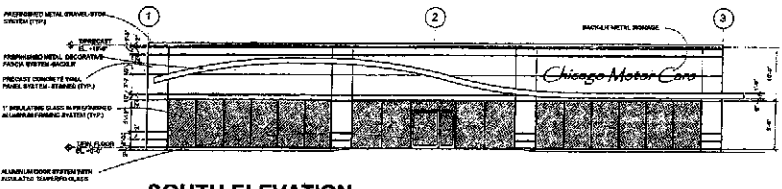
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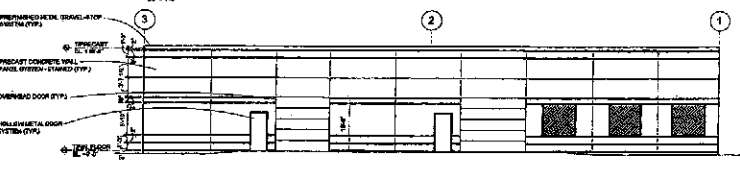
EAST ELEVATION
1/8" = 1'-0"



WEST ELEVATION
1/8" = 1'-0"



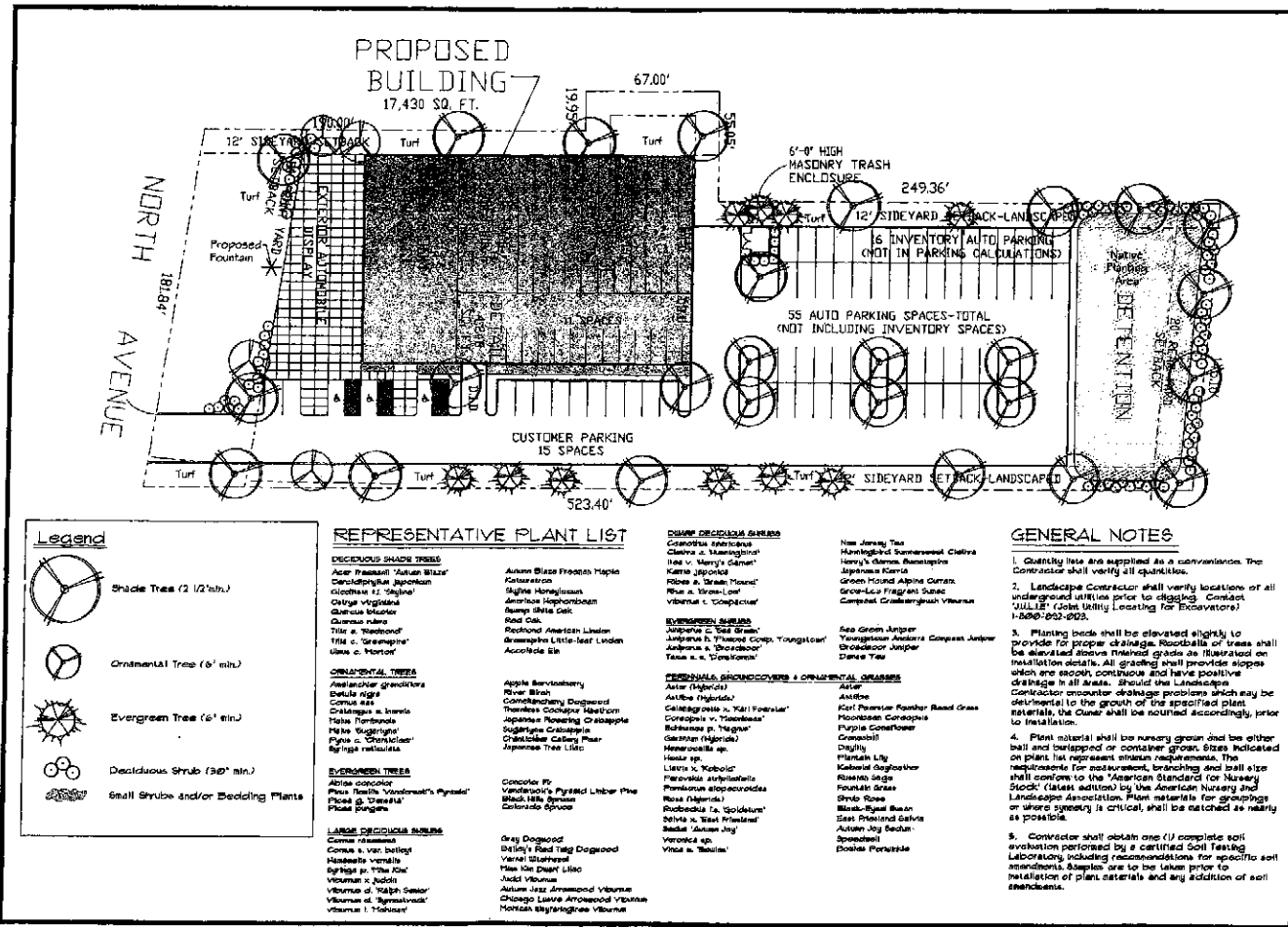
SOUTH ELEVATION
1/8" = 1'-0"



NORTH ELEVATION
1/8" = 1'-0"

EXHIBIT B

DEVELOPER	ARCHITECT  CAPITAL DESIGN LTD. <small>1000 N. LAKE ST. SUITE 200 CHICAGO, ILL. 60610 TEL: 312.467.1000 FAX: 312.467.1001 WWW.CAPITALDESIGN.COM</small>	OWNER/CLIENT	REVISIONS 05-08-07 - ISSUED FOR BIDDING	PROJECT NAME PROPOSED BUILDING FOR CHICAGO MOTOR CARS 1700 N. LAKE SHORE AVENUE WEST CHICAGO, ILLINOIS	DATE REVISED JOB NUMBER 20655	SHEET NUMBER A3 OF SHEETS
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Legend

	Shade Tree (2 1/2\"/>
	Ornamental Tree (6\"/>
	Evergreen Tree (6\"/>
	Deciduous Shrub (36\"/>
	Small Shrub and/or Bedding Plants

REPRESENTATIVE PLANT LIST

DECIDUOUS SHADE TREES	EVERGREEN TREES
Acer nasutum 'Autumn Blaze'	Abies concolor
Quercus sp. 'Stalder'	Picea canadensis 'Millers'
Thuja occidentalis 'Green Gem'	Thuja occidentalis 'Smaragd'
...	...

SMALL DECIDUOUS SHRUBS

PERENNIALS, GROUNDCOVERS & ORNAMENTAL GRASSES

NEW JERSEY TEA

SEA GREEN JUNIPER

- GENERAL NOTES**
- Quantity lists are supplied as a convenience. The Contractor shall verify all quantities.
 - Landscape Contractor shall verify location of all underground utilities prior to digging. Contact 'UTILITY' (rate utility/locating for excavators) 1-800-892-8023.
 - Planting beds shall be elevated slightly to provide for proper drainage. Rootballs of trees shall be elevated above finished grade as illustrated on installation details. All grading shall provide slopes which are smooth, continuous and have positive drainage in all areas. Should the Landscape Contractor encounter drainage problems which may be detrimental to the growth of the specified plant materials, the Owner shall be notified accordingly, prior to installation.
 - Plant material shall be nursery grown and be either ball and burlapped or container grown. Sizes indicated on plant list represent minimum requirements. The requirements for maintenance, pruning and ball size shall conform to the 'American Standard for Nursery Stock' (latest edition) by the American Nursery and Landscape Association. Plant materials for groupings or where species is critical, shall be matched as nearly as possible.
 - Contractor shall obtain one (1) complete soil evaluation performed by a certified Soil Testing Laboratory, including recommendations for specific soil amendments. Samples are to be taken prior to installation of plant materials and any addition of soil amendments.

Scale: 1/8" = 1'-0"

Chicago Motor Cars
Carol Street, IL

DATE: 8/25/17
BY: [Signature]
CHECKED BY: [Signature]

LT

EXHIBIT C

ORDINANCE NO. _____

**AN ORDINANCE ANNEXING CERTAIN PROPERTY TO THE
VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS
(CHICAGO MOTOR CARS, 27W110 NORTH AVENUE)**

WHEREAS, Frank Sacco, sole member and manager of CNC Building Group LLC, is the record owner of property commonly known as 27W110 North Avenue, in unincorporated DuPage County, Illinois, such property being legally described on the Plat of Annexation attached hereto as Exhibit A and made a part hereof (the "Property"); and

WHEREAS, Frank Sacco 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 October 19, 2009. 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 19TH DAY OF OCTOBER 2009.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

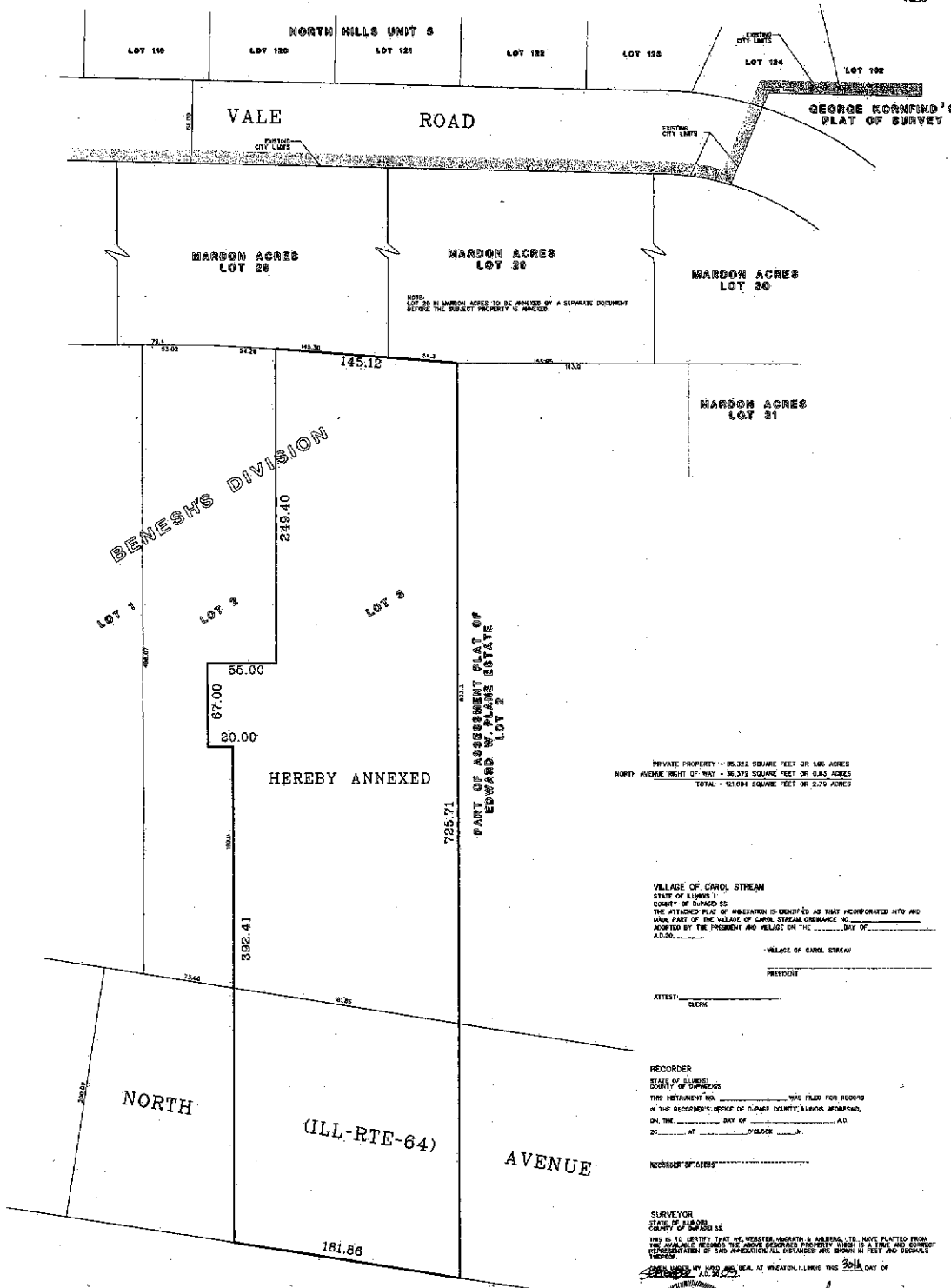
ATTEST:

Beth Melody, Village Clerk

PLAT OF ANNEXATION to the VILLAGE OF CAROL STREAM, ILLINOIS

PLAN OF 36-204-018

LOT 3 IN RESUBDIVISION OF PART OF LOT 2 IN ASSESSMENT PLAT OF EDWARD PLAME ESTATE AND OF
LOT 36 IN WARDON ACRES, ALL IN SECTION 34, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD
RANGE, WARDON ACRES, IN THE PLAT OF SAID WARDON RECORDED MAY 23, 1977 AS
BOOK 107-3848, IN DUPAGE COUNTY, ILLINOIS,
TOGETHER WITH THAT PART OF NORTH AVENUE, ILLINOIS ROUTE 64 LYING SOUTH OF THE ABOVE DESCRIBED PARCEL.



VILLAGE OF CAROL STREAM
STATE OF ILLINOIS
COUNTY OF DUPAGE SS
THE ATTACHED PLAT OF ANNEXATION IS IDENTIFIED AS THAT INCORPORATED INTO AND
MADE PART OF THE VILLAGE OF CAROL STREAM ORDINANCE NO. _____
ADOPTED BY THE INCIDENT AND VOTED ON THE _____ DAY OF _____
A.D. 20____.

VILLAGE OF CAROL STREAM
PRESIDENT _____

ATTEST
CLERK _____

RECORDER
STATE OF ILLINOIS
COUNTY OF DUPAGE SS
THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD
IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, FORSAKING,
ON THE _____ DAY OF _____ A.D.
20____ AT _____ O'CLOCK _____ M.

RECORDED BY _____

SURVEYOR
STATE OF ILLINOIS
COUNTY OF DUPAGE SS
I, _____, DO HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR IN THE STATE OF ILLINOIS AND
THAT I AM THE SURVEYOR OF THE ABOVE DESCRIBED PROPERTY WHICH IS A TRUE AND CORRECT
REPRESENTATION OF SAID ANNEXATION ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS
THEREOF.

FILED THIS _____ DAY OF _____ A.D. 20____ AT WILMINGTON, ILLINOIS THIS _____ DAY OF _____

DATE	DESCRIPTION	NO.
	PLAT OF ANNEXATION	
	27112D NORTH AVE WEST, CHICAGO, ILLINOIS	
	PREPARED FOR: BRUNNEN, WORTH, CHES, CO., INC. 500 NORTH W. WASHINGTON ST. SOUTH EAST CHICAGO, ILLINOIS 60607	
WEBSTER, NOGRATH & AHLBERG LTD.	DATE: 06/03/09	SCALE: 1"=40'
42023	BOOK: 107-3848	PAGE: 1
FILED: 0-10560-ANNEX		

AGENDA ITEM

H-6 10-19-09

ORDINANCE NO. _____

**AN ORDINANCE ZONING NEWLY ANNEXED PROPERTY
UPON ANNEXATION TO B-3 SERVICE DISTRICT
(27W110 NORTH AVENUE)**

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 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

LOT 3 IN BENESH'S DIVISION OF PART OF LOT 2 IN ASSESSMENT PLAT OF EDWARD PLAN ESTATE AND OF LOT 32 IN MARION ACRES, ALL IN SECTION 36, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID DIVISION RECORDED MAY 25, 1977 AS DOCUMENT R77-39669 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 27W110 North Avenue, which was approved in Ordinance No. _____, dated October 19, 2009, 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 19TH DAY OF OCTOBER 2009.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST;

Beth Melody, Village Clerk

AGENDA ITEM

H-7 10-19-09

ORDINANCE NO. _____

**AN ORDINANCE GRANTING VARIATIONS FOR
A REDUCED FRONT YARD SETBACK, REDUCED
PARKING SPACE WIDTH AND PARKING LOT GREENSPACE
(CHICAGO MOTOR CARS - 27W110 NORTH AVENUE)**

WHEREAS, Frank Sacco, sole member and manager of CMC Building Group, LLC, and owner of the property at 27W110 North Avenue, is requesting a variation in accordance with Section 16-5-6(J)(3) of the Carol Stream Zoning Code to allow a 78 foot front building setback, as opposed to 100 feet, as required, a variation in accordance with Section 16-13-2(C) of the Carol Stream Zoning Code to reduce the parking stall width to nine feet, as opposed to nine and one-half feet, as required, and a variation in accordance with Section 16-5-6(L) of the Carol Stream Zoning Code to reduce the amount of parking lot greenspace provided to four percent, as opposed to 10 percent, as required; and

WHEREAS, pursuant to proper legal notice, on May 27, 2008, the Combined Plan Commission/Zoning Board of Appeals opened the public hearing to consider the request for the variations and continued the public hearing to June 23, 2008, at which meeting they concluded the public hearing, and at which meeting the Plan Commission/Zoning Board of Appeals reviewed the requests for variations for a reduced front yard building setback, reduced parking stall width and reduced parking lot greenspace, and have submitted their findings to the corporate authorities; and

WHEREAS, the Combined Board has filed its minutes regarding its recommendation of approval for this request with the Corporate Authorities; and

WHEREAS, the Corporate Authorities of the Village have determined that approval of the front yard setback variation, parking stall width variation and parking

lot greenspace variation would not be inconsistent with surrounding uses nor be contrary to the intent of the Zoning Code of the Village.

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

SECTION 1: That the property legally described below, commonly known as 27W110 North Avenue, be granted approval of the variations for a 78 foot front yard building setback as opposed to 100 feet as required, nine foot parking stall width as opposed to nine and one-half feet, as required and four percent parking lot greenspace, as opposed to ten percent, as required, provided the conditions are met:

1. That the site, building and landscape materials shall be constructed and installed in accordance with the Site Plan (Exhibit A), Building Elevations (Exhibit B) and Landscape Plan (Exhibit C);
2. That the trash enclosure shall be constructed with masonry materials to match the masonry on the building;
3. That all proposed landscape materials shown on the Landscape Plan (Exhibit C) shall be installed at the specified height and caliper;
4. That all trees and shrubs shall be maintained in a neat and healthy manner, with dead or dying species to be replaced with similar size and type species on an annual basis;
5. That no outdoor overnight storage of damaged vehicles or vehicles awaiting repair shall be permitted;
6. That all signage shall meet the requirements of the Carol Stream Sign Code;
7. That the parking stalls for customer and employee parking shall be striped in accordance with the Village's looped striping requirements;
8. That no rooftop mechanical units, including satellite dishes and antennas, shall be visible from any point along North Avenue;

9. That the operation of the facility and development of the site shall comply with all state, county and Village codes and requirements.

LEGAL DESCRIPTION:

Lot 3 in Benesh's Division of part of Lot 2 in Assessment Plat of Edward Plane Estate and of Lot 32 in Mardon Acres, all in Section 36, Township 40 North, Range 9, East of the Third Principal Meridian, according to the plat of said division recorded May 25, 1977 as document R77-39669, 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.

PASSED AND APPROVED THIS 19TH DAY OF OCTOBER 2009.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

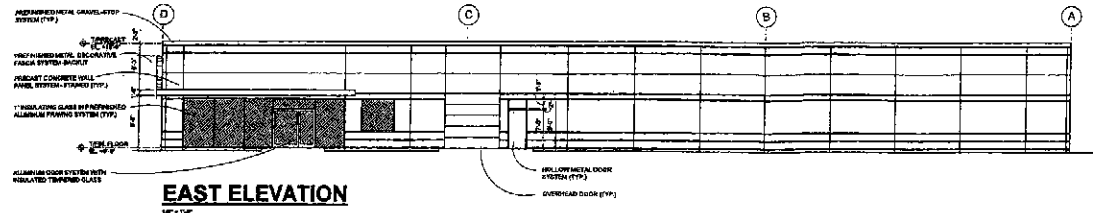
ATTEST:

Beth Melody, Village Clerk

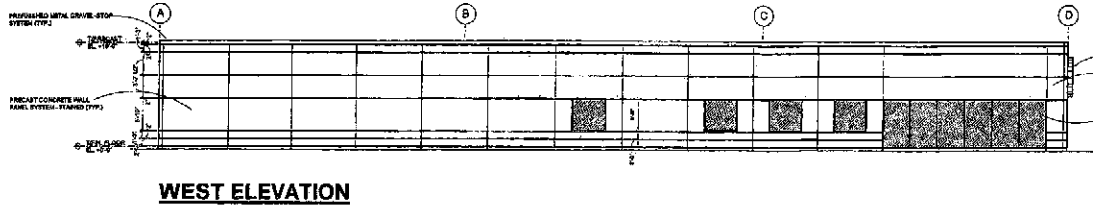
I, _____, being the owner or other party of interest of the
(please print)
property legally described within this Ordinance, having read a copy of the Ordinance,
do hereby accept, concur and agree to develop and use the subject property in
accordance with the terms of this Ordinance.

(Date)

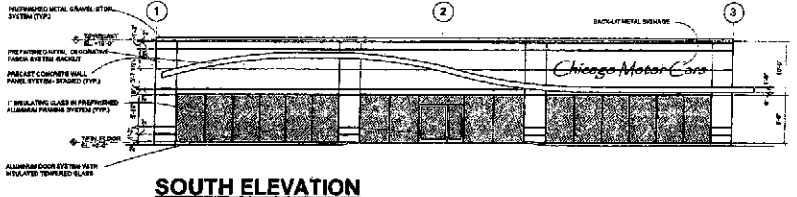
(signature)



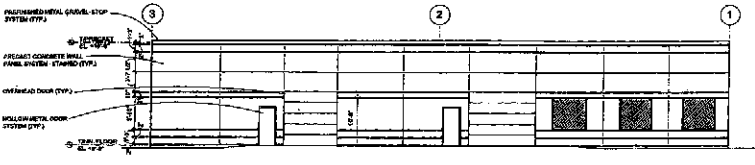
EAST ELEVATION
1/8" = 1'-0"



WEST ELEVATION
1/8" = 1'-0"



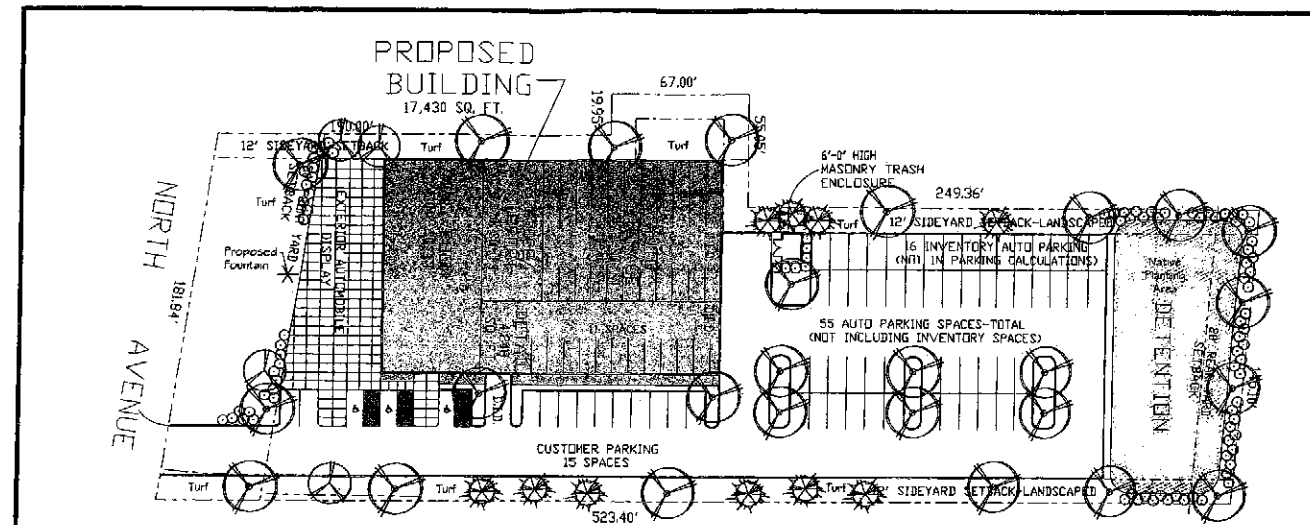
SOUTH ELEVATION
1/8" = 1'-0"



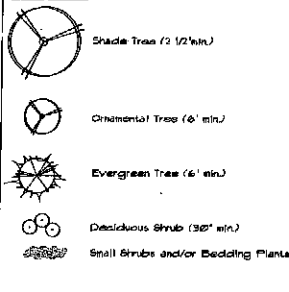
NORTH ELEVATION
1/8" = 1'-0"

EXHIBIT B

DEVELOPER	ARCHITECT CAPITAL DESIGN LTD. <small>1000 Lakeshore Drive, Suite 1000, Chicago, IL 60606 Tel: 312.467.1000 Fax: 312.467.1001 www.capitaldesign.com</small>	CONSULTANT	REVISIONS 1-18-07 ISSUED FOR RECORD	PROJECT NAME PROPOSED BUILDING FOR CHICAGO MOTOR CARS 2000 LAKESHORE DRIVE WEST CHICAGO, ILLINOIS	DATE ISSUED JUN 18 2007 2007	SHEET NUMBER A3 OF 10 SHEETS
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Legend



REPRESENTATIVE PLANT LIST

DECIDUOUS SHADE TREES

Asar Prostrat' (Asian Elm)
 Catalpa bignonioides Japanese
 Gleditsia triacanthos
 Gleditsia triacanthos
 Gleditsia triacanthos
 Gleditsia triacanthos
 Gleditsia triacanthos
 Gleditsia triacanthos
 Gleditsia triacanthos
 Gleditsia triacanthos
 Gleditsia triacanthos
 Gleditsia triacanthos

Aurum Elaeagnus
 Catalpa bignonioides
 Catalpa bignonioides
 Catalpa bignonioides
 Catalpa bignonioides
 Catalpa bignonioides
 Catalpa bignonioides
 Catalpa bignonioides
 Catalpa bignonioides
 Catalpa bignonioides
 Catalpa bignonioides

DECIDUOUS SHRUBS

Celastrus scandens
 Clivia s. hammingii
 Kalm's "Harry's Gem"
 Kalm's "Harry's Gem"
 Kalm's "Harry's Gem"
 Kalm's "Harry's Gem"
 Kalm's "Harry's Gem"
 Kalm's "Harry's Gem"
 Kalm's "Harry's Gem"
 Kalm's "Harry's Gem"
 Kalm's "Harry's Gem"

EVERGREEN TREES

Japanese Cedar
 Japanese Cedar
 Japanese Cedar
 Japanese Cedar
 Japanese Cedar
 Japanese Cedar
 Japanese Cedar
 Japanese Cedar
 Japanese Cedar
 Japanese Cedar

GENERAL NOTES

- Quantity lists are provided as a convenience. The Contractor shall verify all quantities.
- Landscape Contractor shall verify locations of all underground utilities prior to digging. Contact "TULLER" (908) 910-2002 for utility locating for excavators.
- Planting beds shall be elevated slightly to provide for proper drainage. Responsibility of trees shall be elevated above finished grade as illustrated on installation details. All grading shall provide slopes which are smooth, continuous and have positive drainage in all areas. Should the Landscape Contractor encounter drainage problems which may be detrimental to the growth of the specified plant material, the Owner shall be notified accordingly prior to installation.
- Plant material shall be nursery grown and be either ball and burlapped or container grown. Sizes indicated on plant list represent minimum requirements. The requirements for measurement, branching and ball size shall conform to the American Standard for Nursery Stock, (latest edition) by the American Nursery and Landscape Association. Plant materials for groupings or where spacing is critical shall be selected as neatly as possible.
- Contractor shall obtain one (1) complete soil analysis performed by a certified Soil Testing Laboratory including recommendations for specific soil amendments. Samples are to be taken prior to installation of plant material and any addition of soil amendments.

Rich Roberts
 Capitol Design
 130 W. Lake Street, Ste. 8
 Bloomington, IL 61706

Chicago Motor Cars
 Carol Stream, IL

NORTH

DATE: 03/20/09
 TIME: 11:30 AM
 DRAWN BY: [Signature]
 SHEET: 11

L1

4-8 10-19-09**ORDINANCE NO. _____**

**AN ORDINANCE GRANTING A SPECIAL USE FOR
AN OPEN SALES LOT IN THE
B-3 SERVICE DISTRICT
(CHICAGO MOTOR CARS - 27W110 NORTH AVENUE)**

WHEREAS, Frank Sacco, sole member and manager of CMC Building Group, LLC, has requested approval of a special use permit in accordance with Section 16-9-4(C)(6) of the Carol Stream Zoning Code to allow for the operation of an open sales lot in association with the principal automobile dealership use, in the B-3 Service District; and

WHEREAS, pursuant to proper legal notice, on May 27, 2008, the Combined Plan Commission/Zoning Board of Appeals opened the public hearing to consider the request for this special use and continued the public hearing to June 23, 2008, at which meeting they concluded the public hearing, and at which meeting the Plan Commission/Zoning Board of Appeals determined that the open sales lot would not pose a negative effect on property values in the area nor will it be unreasonably detrimental to the public health, safety or general welfare; and

WHEREAS, the corporate authorities find that the granting of this special use to allow for an open sales lot in association with the principal automobile dealership use 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 below, commonly known as 27W110 North Avenue, be granted a special use to allow an open sales lot in

association with the principal automobile dealership use, provided the following conditions are met:

1. That the site, building and landscape materials shall be constructed and installed in accordance with the Site Plan (Exhibit A), Building Elevations (Exhibit B) and Landscape Plan (Exhibit C);
2. That the trash enclosure shall be constructed with masonry materials to match the masonry on the building;
3. That all proposed landscape materials shown on the Landscape Plan (Exhibit C) shall be installed at the specified height and caliper;
4. That all trees and shrubs shall be maintained in a neat and healthy manner, with dead or dying species to be replaced with similar size and type species on an annual basis;
5. That no outdoor overnight storage of damaged vehicles or vehicles awaiting repair shall be permitted;
6. That all signage shall meet the requirements of the Carol Stream Sign Code;
7. That the parking stalls for customer and employee parking shall be striped in accordance with the Village's looped striping requirements;
8. That no rooftop mechanical units, including satellite dishes and antennas, shall be visible from any point along North Avenue;
9. That the operation of the facility and development of the site shall comply with all state, county and Village codes and requirements.

LEGAL DESCRIPTION:

Lot 3 in Benesh's Division of part of Lot 2 in Assessment Plat of Edward Plane Estate and of Lot 32 in Mardon Acres, all in Section 36, Township 40 North, Range 9, East of the Third Principal Meridian, according to the plat of said division recorded May 25, 1977 as document R77-39669, in DuPage County, Illinois.

SECTION 2: This Ordinance shall be in full force and effect from and after the passage, approval and publication in pamphlet form as provided by law, provided, however, that this Ordinance is executed by the owners of the subject property or such other party in interest, consenting to and agreeing to be bound by the terms and

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

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

PASSED AND APPROVED THIS 19TH DAY OF OCTOBER 2009.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

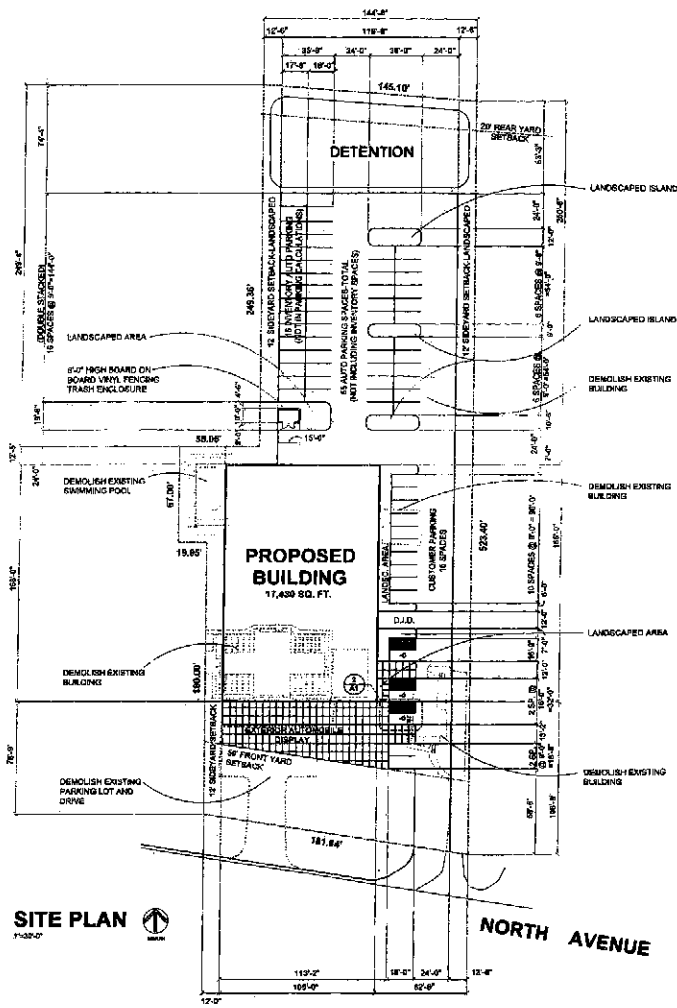
ATTEST:

Beth Melody, Village Clerk

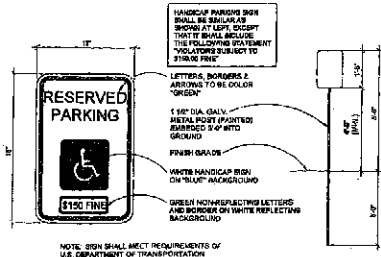
I, _____, being the owner or other party of interest of the
(please print)
property legally described within this Ordinance, having read a copy of the Ordinance,
do hereby accept, concur and agree to develop and use the subject property in
accordance with the terms of this Ordinance.

(Date)

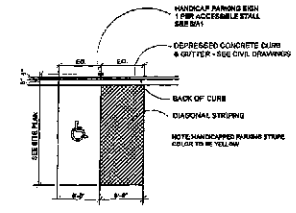
(signature)



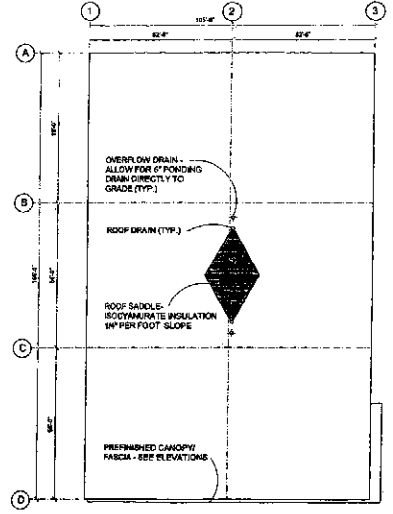
SITE PLAN
11/28/07



HANDICAPPED PARKING SIGN (1) A1



ACCESSIBLE PARKING STALL (2) A1

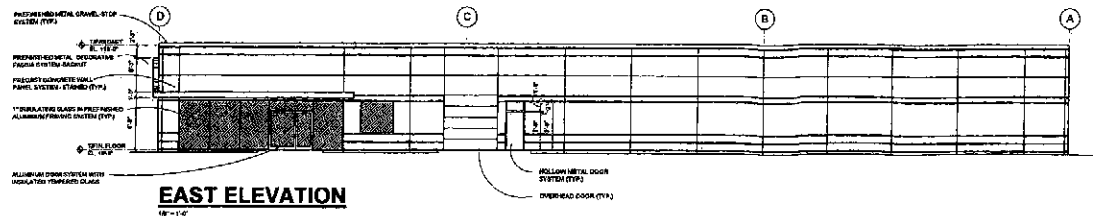


ROOF PLAN
11/28/07

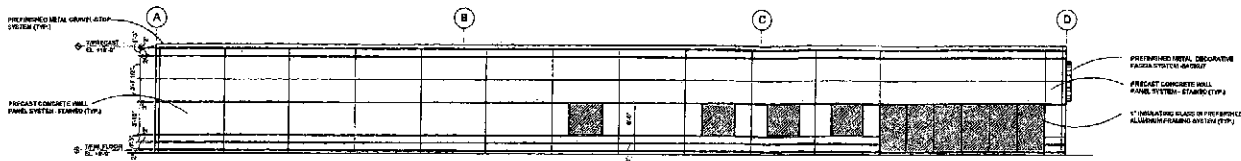
AREA DATA	
SITE AREA	85,200 SQ. FT. 1.96 ACRES
F.A.R.	50%
BUILDING AREA	
TOTAL	17,430 SQ. FT.
PARKING REQUIRED	
17,430 SQ. FT. @ 3 SPACES PER 100 SQ. FT.	52 SPACES
PARKING PROVIDED	
HANDICAPPED SPACES	3 SPACES
STANDARD STALLS	52 SPACES
TOTAL	55 SPACES
PARKING LANDSCAPE REQUIREMENT	
PARKING LOT AREA	35,511 SQ. FT.
REQUIRES LANDSCAPE AREA (10% OF AREA)	3,551 SQ. FT.
ACTUAL LANDSCAPE AREA	1,217 SQ. FT.

EXHIBIT A

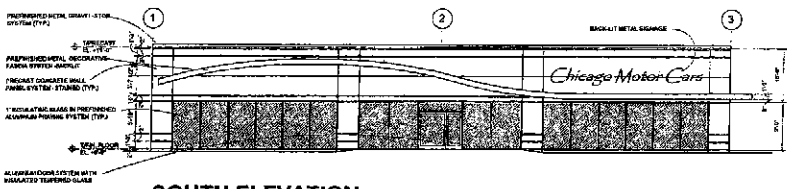
DEVELOPER	ARCHITECT CAPITAL DESIGN, LTD. 1510 SOUTH MICHIGAN CHICAGO, ILLINOIS 60605 (773) 309-9000	CONSULTANT	DESIGNER BY: [REDACTED] FOR SIGNING	PROJECT NAME REPAIRS/REBUILD FOR CHICAGO MOTOR CARS 3911 SOUTH MICHIGAN WEST CHICAGO, ILLINOIS	DATE 08/21/07 JOB NUMBER 20665	SHEET NUMBER A1 OF SHEETS
-----------	--------------------------------------------------------------------------------------------------------------	------------	----------------------------------------	-------------------------------------------------------------------------------------------------------------------	-----------------------------------------	----------------------------------------



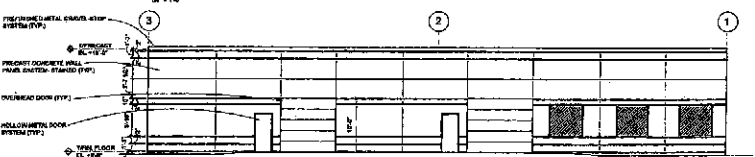
EAST ELEVATION
1/8" = 1'-0"



WEST ELEVATION
1/8" = 1'-0"



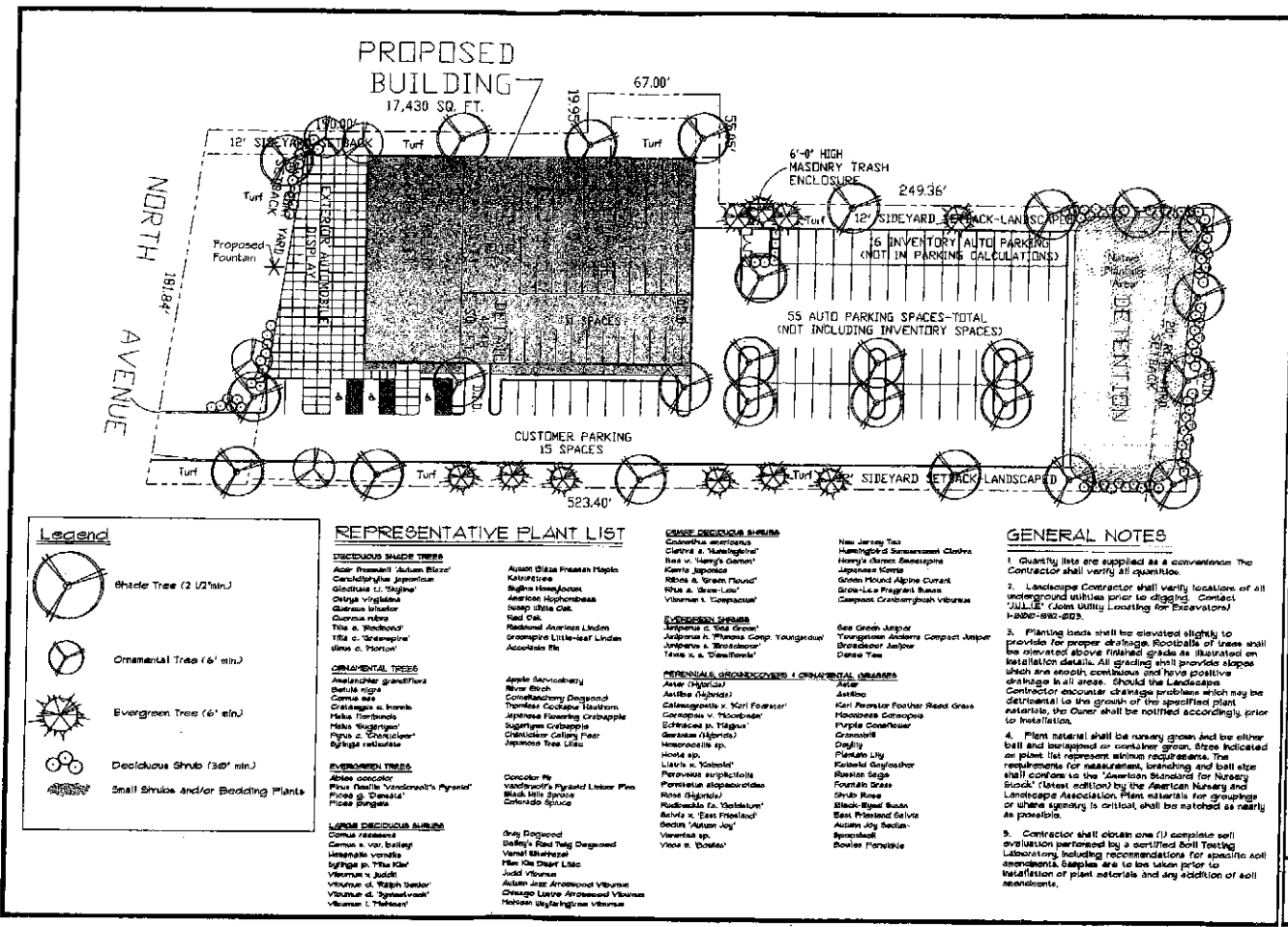
SOUTH ELEVATION
1/8" = 1'-0"



NORTH ELEVATION
1/8" = 1'-0"

EXHIBIT B

DEVELOPER	ARCHITECT  CAPITAL DESIGN Ltd. 400 North LaSalle Street, Suite 2000 Chicago, Illinois 60610	CONTRACTOR	REVIEWED (3-25-07) 3:00 PM JRM/MSB	PROJECT NAME PROPOSED BUILDING FOR CHICAGO MOTOR CARS 3001 LA SALLE SQUARE WEST CHICAGO, ILLINOIS	DATE 03-25-07 JOE HAMMER 20855	SHEET NUMBER A3 OF SHEETS
-----------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------	---------------------------------------	----------------------------------------------------------------------------------------------------------------------	-----------------------------------------	----------------------------------------



Legend

	Shade Tree (2 U/Min)
	Ornamental Tree (6' Min)
	Evergreen Tree (6' Min)
	Deciduous Shrub (30' Min)
	Small Shrubs and/or Bedding Plants

REPRESENTATIVE PLANT LIST

<p>DECIDUOUS SHADE TREES</p> <ul style="list-style-type: none"> Acer Przewalskii 'Autumn Blaze' Cercidiphyllum japonicum Gliricidia cl. 'Spigler' Okraja virginiana Quercus laevis Quercus rubra Tilia s. 'Redmond' Tilia s. 'Sensation' Ulmus s. 'Royalton' <p>ORNAMENTAL TREES</p> <ul style="list-style-type: none"> Amaranthus grandiflorus Betula nigra Cornus ssp. Cotoneaster s. horizontalis Halesia Tordensis Halesia virginiana Pyrus s. 'Chandler' Rhytidophyllum <p>EVERGREEN TREES</p> <ul style="list-style-type: none"> Abies concolor Pinus banksiana 'Vanguard' Pinus strobus 'Dorset' Pinus strobus 'Purdie' <p>LARGE DECIDUOUS SHRUBS</p> <ul style="list-style-type: none"> Cornus ssp. Hamamelis virginica Hydrangea ssp. Viburnum s. 'Judd' Viburnum s. 'Waltham' Viburnum s. 'Wendland' Viburnum s. 'Wendland' 	<ul style="list-style-type: none"> Asplenium Platyneuron Kalmia latifolia Rhynchospora virginiana American Holly Swamp White Oak Red Oak Norfolk American Linden Greenleaf Little-leaf Linden Acacia ssp. <p>SMALL DECIDUOUS SHRUBS</p> <ul style="list-style-type: none"> Apple (various) River Birch Cornelian Dogwood Thomas Cockspur Hawthorn Alphitonia Flowering Crabapple Syringa cordata Chionodoxa Calluna ssp. Japanese Tree Lilac <p>SMALL EVERGREENS</p> <ul style="list-style-type: none"> Concolor Fir various Pyramidal Leafed Pine Black Hill Spruce Colorado Spruce <p>SMALL DECIDUOUS SHRUBS</p> <ul style="list-style-type: none"> Gray Dogwood Dallas Red Twig Dogwood Yucca ssp. Flax On Deer Liliac Judd Viburnum Asian Star Anemone Viburnum Chicago Laurel Anemone Viburnum Norfolk American Viburnum
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GENERAL NOTES

- Quantity lists are supplied as a convenience. The Contractor shall verify all quantities.
- Landscape Contractor shall verify locations of all underground utilities prior to digging. Contact ULLI (John Utility Locating for Excavation) 1-800-882-9125.
- Planting beds shall be elevated slightly to provide for proper drainage. Rootballs of trees shall be oriented above finished grade as illustrated on installation details. All grading shall provide slopes which are smooth, continuous and have positive drainage in all areas. Should the Landscape Contractor encounter drainage problems which may be detrimental to the growth of the specified plant materials, the Owner shall be notified accordingly, prior to installation.
- Plant material shall be nursery grown and be either ball and balled or container grown. Size indicated on jobs list represent minimum requirements. The requirements for maintenance, branching and ball size shall conform to the American Standard for Nursery Stock (latest edition) by the American Nursery and Landscape Association. Plant materials for groupings or where agency is critical, shall be noted as nearly as possible.
- Contractor shall obtain one (1) complete soil evaluation performed by a certified Soil Testing Laboratory, including recommendations for specific soil amendments. Samples are to be taken prior to installation of plant materials and any addition of soil amendments.

One
 With Seal
 Capital Design
 130 W. Lake Street, 3rd Fl.
 Chicago, IL 60606

Chicago Motor Cars
 Carol Stream, IL

NORTH

Date: 1/27/07
 Scale: 1" = 20'
 Job No: 100117
 Sheet No: 100117-01

Plot
L1

EXHIBIT C

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 16 OF THE MUNICIPAL CODE OF THE
VILLAGE OF CAROL STREAM
(ZONING CODE)**

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

SECTION 1: That Chapter 16, Article 12, Section 1 (D) of the Carol Stream
Zoning Code pertaining to Accessory Buildings, Structures and Uses is hereby
amended as follows:

**§ 16-12-1 ACCESSORY BUILDINGS, STRUCTURES AND
USES.**

(D) *Criteria for single-family residential driveways.* A
paved driveway from the property line to legal, onsite parking shall
be provided. The location and width of the driveway shall be in
conformance with the following criteria.

(1) *Limit of one.* No more than one driveway and
one curb cut shall be permitted for each single-family residential
lot, except in the case of a circular driveway in conformance with
the standards and requirements as provided herein.

(2) *Configuration.* The driveway shall be
essentially perpendicular to the street pavement and the principal
structure to the extent possible, shall lead to legal parking such as
a garage, carport or parking pad, and shall not extend across the
front of the principal structure by more than three feet. The
driveway may widen from the width at the property line as
specified in §16-12-1(D)(4) to the maximum allowable width as
specified in this Section below, provided it does not widen at a rate
greater than one foot of width for each one foot of length.

(a) For a property improved with a home having
a one-car wide garage, or a home that originally was built
with a one-car wide garage and for which home the garage
has been converted to living space, or for a home with no
attached garage, the driveway may widen to a maximum
width of 20 feet, subject to all other design criteria in this
Section.

(b) For a property improved with a home
having a two-car wide garage, or a home that was originally
built with a two-car garage and for which home the garage
has been converted to living space, the driveway may widen
to a maximum width of 30 feet, subject to all other design
criteria in this Section.

(3) *Location.* The driveway shall be set back a minimum of one foot from any side property line.

(4) *Width at the property line.* Driveway width at the property line shall not exceed requirements as set forth herein.

(a) Leading to one or two parking spaces or a one- or two-car garage, or a combination of a parking space and a one-car garage, the maximum driveway width is 20 feet.

(b) Leading to three parking spaces or a three-car garage, or a combination of a parking space and a two-car garage, the maximum driveway width is 30 feet, provided the width of the lot is no less than 80 feet, as measured at the building line.

(c) Leading to greater than three parking spaces or greater than a three-car garage, the maximum width is 30 feet, as measured at the property line, provided the width of the lot is no less than 80 feet, as measured at the building line. The driveway may widen to the combined width of the parking spaces and garage, even if greater than 30 feet, provided it does not widen at a rate greater than one foot of width for each one foot of length.

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

PASSED AND APPROVED THIS 19TH of OCTOBER 2009.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

AGENDA ITEM

H-10 10-19-09

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A VARIATION IN ACCORDANCE WITH
SECTION 16-13-2(G) FOR THE
LANDBANKING OF REQUIRED PARKING SPACES
(457 ST. PAUL BOULEVARD)**

WHEREAS, Chhotalal Patel of S & S International, Inc., has requested variations in accordance with Section 16-13-2(G) of the Carol Stream Zoning Code to allow for the landbanking of required parking spaces at 457 St. Paul Boulevard in the I-Industrial District; and

WHEREAS, there is sufficient land on this property to provide the required parking spaces, but due to the employee counts of the businesses in the building, the owner feels that the installation of the number of parking spaces required by the Zoning Code is not necessary at this time; and

WHEREAS, the owner of the property has agreed to install the total number of required parking spaces required by the Zoning Code, if deemed necessary in the future, and will "land bank" an area of sufficient size to accommodate the required number of parking spaces; and

WHEREAS, the Combined Plan Commission and Zoning Board of Appeals pursuant to proper legal notice, held a public hearing on October 12, 2009, concerning these requests; and

WHEREAS, the Combined Board has filed its minutes with the Corporate Authorities regarding a motion to recommend approval of these variations subject to conditions; and

WHEREAS, the Corporate Authorities find that granting of these variations would not be inconsistent with surrounding uses, nor would it be contrary to the intent of the Zoning Code of the Village of Carol Stream.

NOW, THEREFORRE, 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 S & S International, Inc., which proposes to occupy the building legally described below, commonly known as 457 St. Paul Boulevard, be granted a variation from Section 16-13-2(G) of the Carol Stream Zoning Code in order to allow landbanking of 70 parking spaces as greenspace, in the I-Industrial District provided the following conditions are met:

1. That the certificate of occupancy for the building addition shall not be issued until the parking lot is reconstructed as shown on the Geometric Plan (L1); however, in the event that the building expansion project is not underway by summer 2010, the parking lot reconstruction work shall be completed by July 31, 2010.
2. That no fewer than 80 actual parking spaces shall be installed, as shown on the Geometric Plan (L1).
3. That the parking spaces shall be striped in accordance with the Village's looped striping detail.
4. That the landscape materials shown on the Landscape Plan (L1.0) shall be installed prior to the issuance of a certificate of occupancy for the building addition, and that all landscape materials shall be maintained in a neat and healthy condition, which dead or dying landscape materials being replaced on an annual basis with a similar size and type of plant species as identified on the plan.
5. That trash dumpsters for the facility must either be maintained inside the building, or a proper trash dumpster enclosure must be constructed to comply with the requirements of Section 9-1-5 of the Village Code.
6. That the parking and/or staging of trucks on the unimproved surface to the west of the existing truck maneuvering area on the west side of the building must cease immediately and the rutted, unimproved surface must be restored prior to the issuance of the certificate of occupancy for the building addition or by July 31, 2010, if the building addition project is not underway by this date.
7. That the rutted surface on either side of the drive aisle that connects this property (457 St. Paul) with the property under common ownership immediately to the west (423 St. Paul) must be repaired

prior to the issuance of the certificate of occupancy for the building addition, or by July 31, 2010, if the building addition project is not underway by this date.

8. That if deemed necessary by the Village, the 70 landbanked parking stalls shall be installed by the property owner as shown on the attached exhibits. The Village shall work with the applicant in determining the particular group or groups of stalls, and how many stalls shall be installed. The Village shall retain the discretion to require that only a portion of the stalls be installed.
9. That all actual parking spaces shall comply with the footcandle illumination requirements set forth in the Village's Subdivision Code. The applicant must provide the Engineering Services Department with a proper photometric plan demonstrating compliance with Village code prior to the issuance of the building permit for the building addition.
10. That the facility and equipment must comply with all state, county and Village codes and requirements

LEGAL DESCRIPTION:

Lot 1 in St. Paul Subdivision Unit 12, being a subdivision of part of the Northwest $\frac{1}{4}$ of Section 33, Township 40 North, Range 10, East of the Third Principal meridian according to the plat thereof recorded June 6, 1991, as Document R91-68331, 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 19TH DAY OF OCTOBER 2009.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

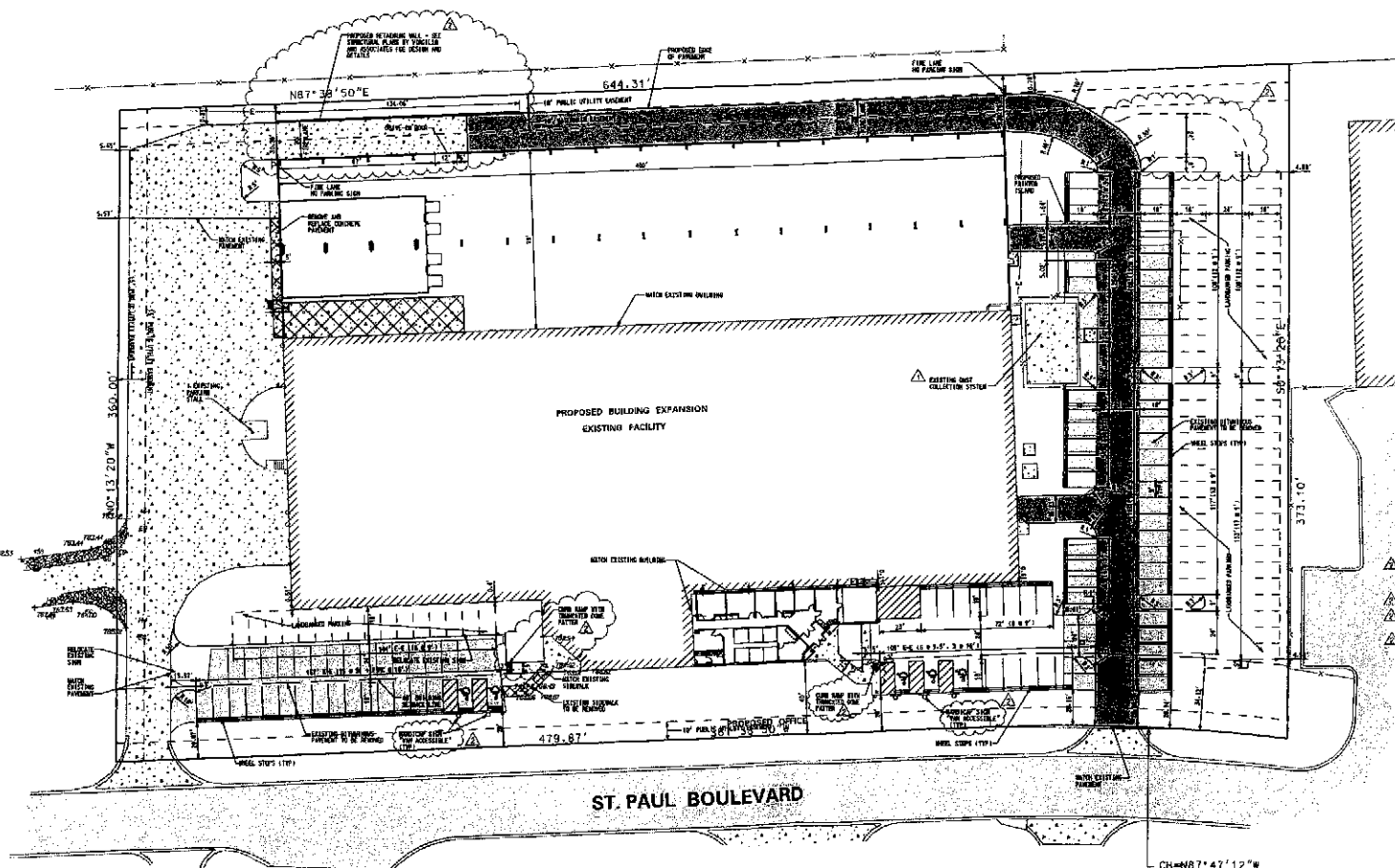
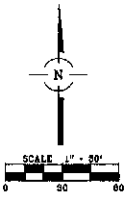
I, _____, being the owner or other party of interest of the property

(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)



LEGEND:

- PROPOSED EDGE OF PAVEMENT
- PROPOSED STRIPING
- PROPOSED LANEBANK PAINTING
- ▨ PROPOSED BITUMINOUS PAVEMENT - PARKING LOT
- ▩ PROPOSED HEAVY DUTY PAVEMENT
- ▧ PROPOSED CONCRETE PAVEMENT
- ▤ SIDEWALK
- ▥ EXISTING BITUMINOUS PAVEMENT (TO BE REMOVED ON SITE)
- ▦ EXISTING CONCRETE PAVEMENT
- ▨ EXISTING CONCRETE PAVEMENT TO BE REMOVED

NOTE:

1. ALL EXISTING BITUMINOUS PAVEMENT ON SITE SHOULD BE REMOVED, FULL DEPTH.
2. SEE SHEET TST FOR PROPOSED PAVEMENT SECTION.
3. BOUNDARY AND EASEMENTS SHOWN ARE BASED ON THE PLAN OF SURVEY PREPARED BY EDWARD WILLOTT AND ASSOCIATES, LTD., DATED 06/04/1999.
4. SEE ARCHITECTURAL PLANS BY ARCHAID PRODES AND ASSOCIATES, P.C. FOR DESIGN AND DETAILS OF BUILDING EXPANSION.
5. PARKING SPACES TO BE STRIPED IN ACCORDANCE WITH CAROL STATE'S LOOPER PARKING DETAIL, WHICH CAN BE FOUND ON SHEET DT.
6. ALL TRASH DUMPSTERS SHALL BE KEPT INSIDE THE BUILDING.
7. ALL CURB DUMP TREATED DONES SHALL BE IN A CONTRASTING COLOR TO THE SURROUNDING AREA.
8. STRIPING FOR ALL ACCESSIBLE STALLS SHALL BE OF A HIGH QUALITY YELLOW PAVEMENT STRIPING PAINT.

SITE DATA

SITE AREA = 230,508 S.F. OR 5.338 AC.

BUILDING DATA

OFFICE AREA = 6,000 S.F.
 MANUFACTURING = 60,143 S.F.
 WAREHOUSE / STORAGE = 25,120 S.F.
 INTERIOR LOADING DOCK AREA = 10,737 S.F.

PARKING REQUIREMENTS

OFFICE = 1 SPACE PER 250 S.F.
 MANUFACTURING = 1 SPACE PER 500 S.F.
 WAREHOUSE / STORAGE = 4:1 SPACE PER 1,500 S.F. OVER 1,200 S.F.

OFFICE = 24 SPACES
 MANUFACTURING = 120 SPACES
 WAREHOUSE / STORAGE = 42 SPACES
 INTERIOR LOADING DOCKS = 14 SPACES
 TOTAL REQUIRED = 5 SPACES

PARKING PROVIDED

STANDARD STALLS = 75 SPACES
 HS STALLS = 5 SPACES
 TOTAL PROVIDED = 80 SPACES

LANEBANKED

STANDARD STALLS = 30 SPACES
 TOTAL = 10 STALLS

SITE TOTALS

STANDARD STALLS = 145 SPACES
 HS STALLS = 5 SPACES
 GRAND TOTAL = 150 SPACES

15 STALLS WILL BE LEFT FOR FUTURE CONNECTION TO LANEBANK PARKING AREA.

CH=N87°47'12"W
 L=164.47'
 R=1033.00

GEOMETRIC PLAN S & S INTERNATIONAL INC. EXPANSION 457 ST. PAUL BOULEVARD CAROL STREAM, IL	NO. DATE REVISIONS 1 08/11/08 2 08/11/08 3 08/11/08
CONSULTING ENGINEER: EDWARD WILLOTT AND ASSOCIATES, LTD. 1875 W. Higgins Road, Suite 200, Carol Stream, IL 60148 Phone: (630) 474-8030 Fax: (630) 474-8415	
	
SPACECO INC. FILE NAME: 1406sp01.dwg DATE: 08/11/08 JOB NO. S034.04 SHEET L1 4 OF 10	

ORDINANCE NO. _____

**AN ORDINANCE GRANTING MODIFICATIONS TO AN EXISTING
SPECIAL USE PERMIT FOR
OUTDOOR ACTIVITIES AND OPERATIONS
(457 ST. PAUL BOULEVARD)**

WHEREAS, Chhotalal Patel of S & S International, Inc., has requested modifications to an existing Special Use Permit in accordance with Section 16-15-8(E) of the Carol Stream Zoning Code (amending Ordinance 2008-05-18) to allow for the deferment of the reconstruction of the parking lots at 457 St. Paul Boulevard in the I Industrial District; and

WHEREAS, the Combined Plan Commission and Zoning Board of Appeals, pursuant to proper legal notice, held a public hearing on October 12, 2009 concerning this request; and

WHEREAS, the Corporate Authorities find that granting of this modification to an existing Special Use would not be inconsistent with surrounding uses, nor would it be contrary to the intent of the Zoning Code of the Village of Carol Stream 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 below, commonly known as 457 St. Paul Boulevard be granted a modification to the existing Special Use regarding the reconstruction of the parking lots as follows:

1. That the Village will not issue a certificate of occupancy for the proposed building addition until the parking lot reconstruction work as detailed on Sheet L1 (attached) is complete. In the event that the building expansion project is not underway by summer 2010, the existing parking lots and drive aisles would need to be reconstructed by July 31, 2010.

LEGAL DESCRIPTION:

Lot 1 in St. Paul Subdivision Unit 12, being a subdivision of part of the Northwest ¼ of Section 33, Township 40 North, Range 10, East of the Third Principal meridian according to the plat thereof recorded June 6, 1991, as Document R91-68331, 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 19TH DAY OF OCTOBER 2009.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

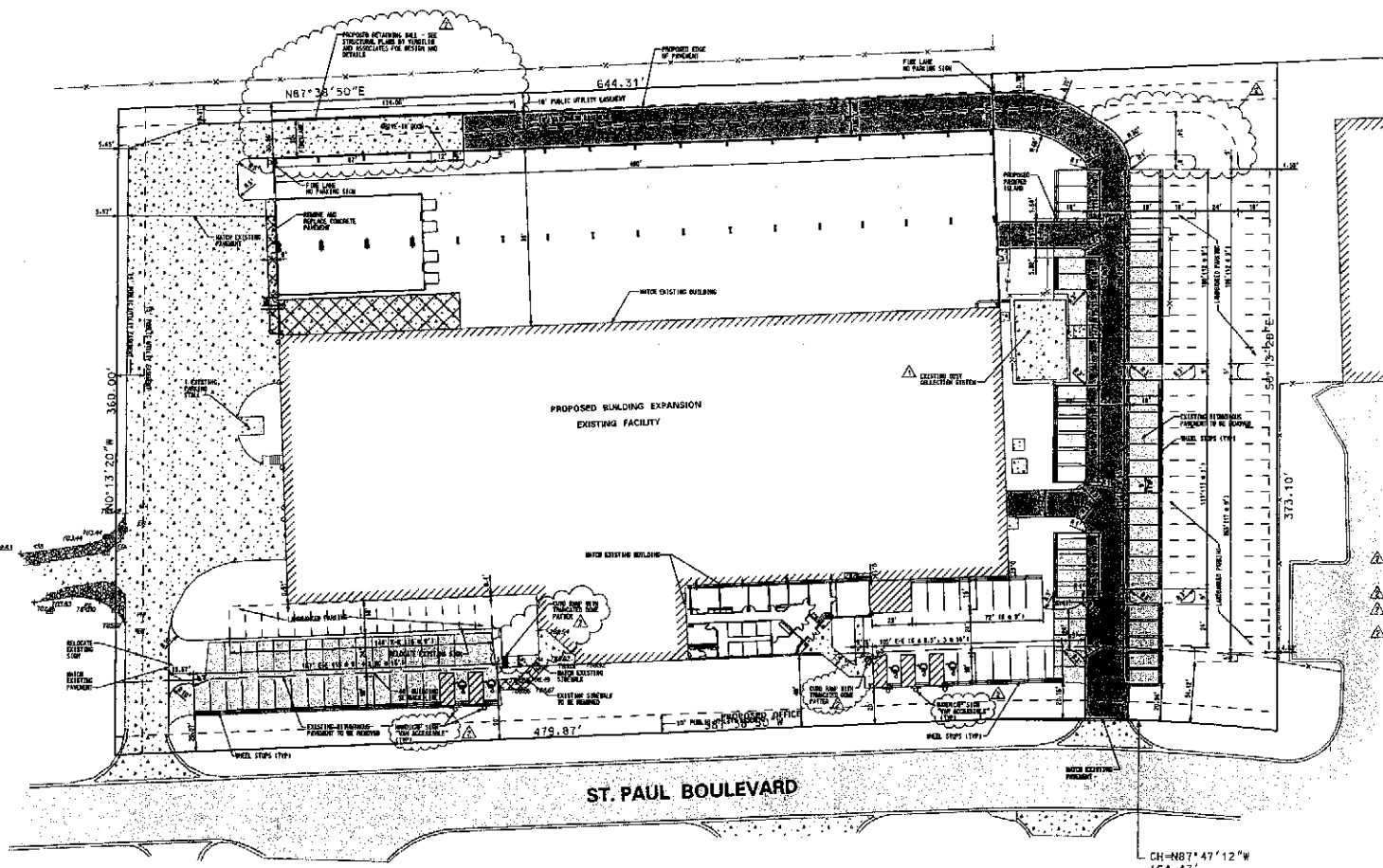
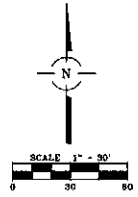
ATTEST:

Beth Melody, Village Clerk

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

(Date)

(signature)



- LEGEND:**
- PROPOSED EDGE OF PAVEMENT
 - PROPOSED STRIPING
 - - - PROPOSED UNDIMMED PARKING
 - ▭ PROPOSED BITUMINOUS PAVEMENT - PARKING LOT
 - ▨ PROPOSED HEAVY DUTY PAVEMENT
 - ▩ PROPOSED CONCRETE PAVEMENT
 - ▧ SIDEWALK
 - EXISTING BITUMINOUS PAVEMENT (TO BE REMOVED ON SITE)
 - ▬ EXISTING CONCRETE PAVEMENT
 - ▩ EXISTING CONCRETE PAVEMENT TO BE REMOVED

- NOTE:**
1. ALL EXISTING BITUMINOUS PAVEMENT ON SITE SHOULD BE REMOVED. FULL DEPTH.
 2. SEE SHEET T51 FOR PROPOSED PAVEMENT SECTION.
 3. BOUNDARY AND EASEMENTS SHOWN ARE BASED ON THE PLAT OF SURVEY PREPARED BY DONALD MOLLOY AND ASSOCIATES, L.P., DATED 05/20/1999.
 4. SEE ARCHITECTURAL PLANS BY RICHARD PHENIX AND ASSOCIATES, INC FOR DESIGN AND DETAILS OF BUILDING EXPANSION.
 5. ALL PARKING SHALL BE STRIPED IN ACCORDANCE WITH CAROL STREAM'S LOOPED PARKING DETAIL. WEIGH CAN BE FOUND ON SHEET D1.
 6. ALL TRASH CONTAINERS SHALL BE KEPT INSIDE THE BUILDING.
 7. ALL CURB RAMP TRIMMED EDGES SHALL BE IN A CONTRASTING COLOR TO THE SURROUNDING AREA.
 8. STRIPING FOR ALL ACCESSIBLE STALLS SHALL BE OF A HIGH QUALITY YELLOW PAVEMENT STRIPING PAINT.

SITE DATA

SITE AREA = 232,508 S.F. OR 5.338 AC.

BUILDING DATA

OFFICE AREA	= 6,000 S.F.
MANUFACTURING	= 60,143 S.F.
WAREHOUSE / STORAGE AREA	= 26,122 S.F.
INTERIOR LOADING DOCK AREA	= 10,737 S.F.

PARKING REQUIREMENTS

OFFICE	= 1 SPACE PER 250 S.F.
MANUFACTURING	= 1 SPACE PER 500 S.F.
WAREHOUSE / STORAGE	= 4-1 SPACE PER 1,000 S.F. OVER 1,000 S.F.

OFFICE = 24 SPACES
MANUFACTURING = 120 SPACES
WAREHOUSE / STORAGE = 22 SPACES
INTERIOR LOADING DOCKS = 14 SPACES
TOTAL REQUIRED = 170 SPACES

HC SPACES REQUIRED = 5 SPACES

PARKING PROVIDED

STANDARD STALLS	= 75 SPACES
HC STALLS	= 5 SPACES
TOTAL PROVIDED	= 80 SPACES

LANDSCAPE

STANDARD STALLS	= 75 SPACES
TOTAL	= 75 SPACES

SITE TOTALS

STANDARD STALLS	= 145 SPACES
HC STALLS	= 5 SPACES
GROSS TOTAL	= 150 SPACES

13 STALLS WILL BE LEFT FOR FUTURE CONNECTION TO LANDSCAPE PARKING AREA!

CH=N87°47'12"W
 164.47'
 L=164.65'
 R=1033.00

GEOMETRIC PLAN					
S & S INTERNATIONAL INC. EXPANSION					
457 ST. PAUL BOULEVARD					
CAROL STREAM, ILL.					
DESIGNED BY: [Logo]	CHECKED BY: [Logo]	DRAWN BY: [Logo]	DATE: [Logo]	SCALE: [Logo]	PROJECT: [Logo]
1525 W. Higgins Road, Suite 202, Carol Stream, IL 60142 Phone: (630) 471-4000 Fax: (630) 471-4003					
SPACECO INC.					
PLANNING					
3404m01.dwg					
DATE: 08/14/08					
JOB NO. 5034.04					
SHEET					
L1					
4 OF 10					

AGENDA ITEM

H12 10-19-09

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A VARIATION FOR A SHED AND POOL
IN CORNER SIDE YARD
(911 SOMERSET DRIVE)**

WHEREAS, Tony DiGristina, owner of the property at 911 Somerset Drive, is requesting variations in accordance with Section 16-12-2(B)(19) and 16-12-2(B)(21) of the Carol Stream Zoning Code to allow an existing shed to remain, and a proposed above-ground swimming pool to be built in an actual side yard adjoining a street in the R-3 One-Family Residence District; and

WHEREAS, pursuant to proper notice, the Combined Plan Commission/Zoning Board of Appeals, at its public hearing on October 12, 2009, reviewed this request for these variations and have submitted their findings to the corporate authorities; and

WHEREAS, the Combined Board has filed its minutes regarding its recommendation of approval for this request with the Corporate Authorities; and

WHEREAS, the Corporate Authorities of the Village have determined that approval of the variations to allow the existing shed to remain and the proposed above-ground swimming pool to be built in the actual corner side yard would not be inconsistent with surrounding uses nor be contrary to the intent of the Zoning Code of the Village.

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

SECTION 1: That the property legally described below, commonly known as 911 Somerset Drive, be granted approval of a variation to allow the existing shed to remain

in the actual corner side yard and the proposed above-ground swimming pool to be built in the actual corner side yard, provided the following conditions are met:

1. That the applicant must obtain a permit for the shed.
2. That the applicant must obtain a permit for the swimming pool and that the applicant should be advised that modifications may need to be made to the existing fence gate(s) and hardware to comply with the Building Code barrier requirements for swimming pools.
3. That the property shall otherwise comply with all applicable State, County and Village codes and requirements.

LEGAL DESCRIPTION:

Lot 108 in Carol Stream Venture Subdivision being subdivision in the east ½ of Section 25, Township 40 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded June 24, 1988 as Document R88-067307 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 19TH DAY OF OCTOBER 2009.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

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

(Date)

(signature)

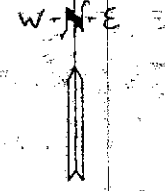
PLAT OF SURVEY

REGIONAL LAND SURVEY

1924 WRIGHT BLVD SUITE 2A
 SCHAUMBURG, ILLINDIS 60193 ph (708) 894-7072

LOT JOB in CAROL STREAM VENTURE SUBDIVISION, being a Subdivision in the East 1/2 of Section 26, Township 40 North, Range 9, East of the Third Principal Meridian, according to the Plat thereof recorded June 24, 1988 as Document R88-067307 in Dupage County, Illinois.

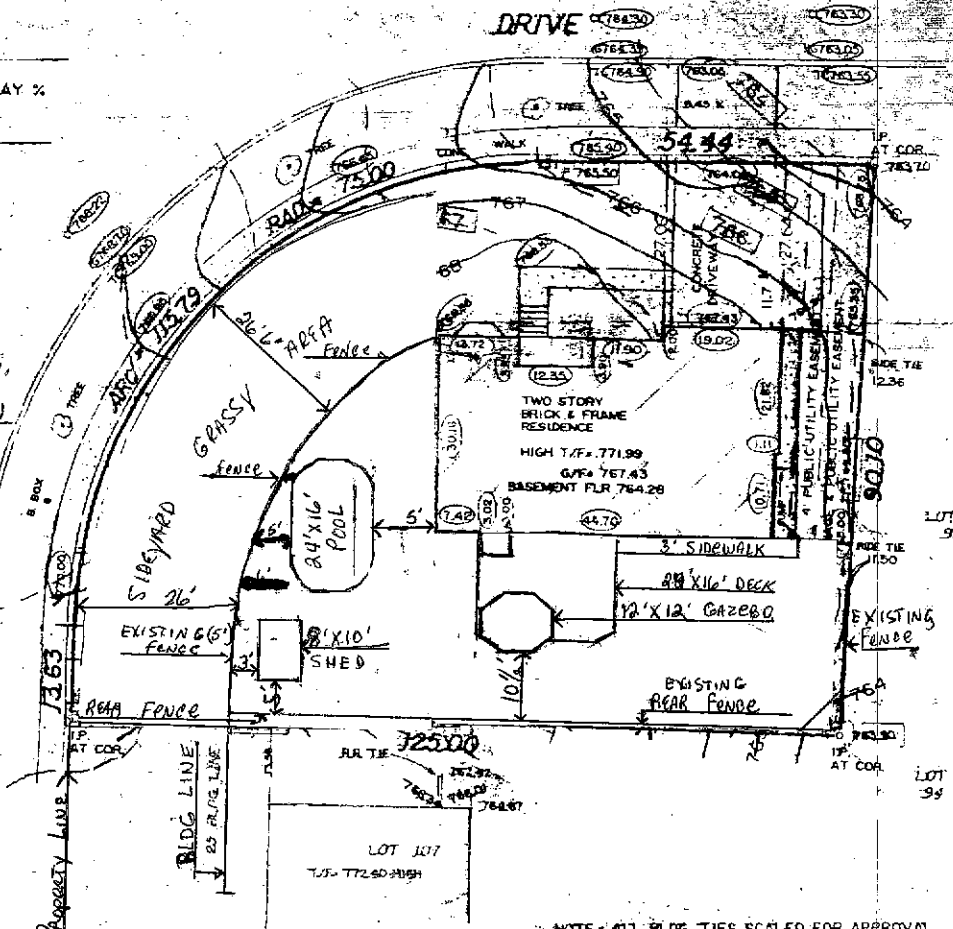
COMMONLY KNOWN AS 933 SOMERSET DRIVE



THE FINAL GRADING OF THIS LOT HAS BEEN COMPLETED AND COMPLEES WITH THE APPROVED GRADING FOR THIS LOT - DATE 22, 1995

REVISED SHOWING STEPS IN FOUNDATION AND DRIVEWAY %
 AUGUST 11, 1994

Pool is to be 2' 5" 6"
 from Bldg Line as shown



SUMP
 EXISTING DIM
 EXISTING SPOT ELEV.
 EXISTING CONTOUR ELEV.
 PROPOSED CONTOUR ELEV.
 PROPOSED SPOT ELEV.

HOUSE ON LOT
 GRADING PLAN - JULY 18, 1994.

NOTE: ALL BLDG. TIES SCALED FOR APPROVAL
 ALL ELEVATIONS SHOWN ARE PROPOSED

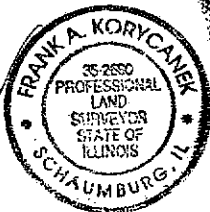
UPDATED FOR REAL ESTATE CLOSING
 JAN. 25, 1995

SCALE 1" = 20'

Compare all points before
 closing by same and at
 once report any difference

Surveyed and dated SEPT 28, 1994

Frank A. Korycaneck
 Professional Land Surveyor No. 35-2680



This is not valid if embossed seal is not present

STATE OF ILLINOIS
 COUNTY OF COOK S.S.

I, FRANK A. KORYCANEK, Do hereby certify that the above described property has been surveyed under my supervision, in the manner represented on the plat hereon drawn.
 Dimensions are shown in feet and decimal parts thereof.

Schaumburg, Illinois AUG 10, A.D. 1994

Frank A. Korycaneck
 Illinois Professional Land Surveyor No. 35-2680

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A SPECIAL USE FOR
OUTDOOR ACTIVITIES & OPERATIONS
(910 KIMBERLY DRIVE)**

WHEREAS, Steve Karlson with NAI Hiffman Asset Management LLC on behalf of Buckhead DuPage Industrial Properties, Inc., has requested approval of a special use permit in accordance with Section 16-10-2(B)(14) of the Carol Stream Zoning Code to allow for the outdoor activities and operations in the form of trailer storage, in the I-Industrial District; and

WHEREAS, pursuant to proper legal notice, on October 12, 2009, the Combined Plan Commission/Zoning Board of Appeals considered the request for this special use and has determined that it would not pose a negative effect on property values in the area nor will it be unreasonably detrimental to the public health, safety or general welfare; and

WHEREAS, the corporate authorities find that the granting of this special use to allow parking of up to 29 trailers on the property 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 below, commonly known as 910 Kimberly Drive, be granted a special use to allow 29 trailers to be parked outdoors on the property on the north side of the building, provided the following conditions are met:

1. That the trailer storage must be done in accordance with the layout shown on Sheet A-1, including the installation of the new, curbed landscape areas, that no more than 29 trailers shall be stored outdoors on the property, and that

trailers shall not be stored elsewhere on the property other than in the designated trailer storage spaces.

2. That the landscape materials shown on Exhibit C (attached) must be installed by May 31, 2010.
3. That the parking lot and drive aisles on the south side of the building must be repaired in 2010, and the parking lot and drive aisles on the north side of the building must be reconstructed to meet truck traffic (weight) design standards in the event that Demar Logistics extends their lease beyond the initial 40-month period.
4. The facility must comply with all state, county and Village codes and requirements.

LEGAL DESCRIPTION:

ALL OF LOTS 26 THRU 35, BOTH INCLUSIVE, TOGETHER WITH PARTS OF LOTS 36 AND 37, ALL IN 1ST RESUBDIVISION OF BLOCK 4, CAROL POINT BUSINESS CENTER, BEING A RESUBDIVISION OF LOTS 1 THRU 52 IN BLOCK 4 IN CAROL POINT BUSINESS CENTER, A SUBDIVISION OF PARTS OF THE SOUTHEAST ¼ OF SECTION 20, THE NORTHEAST ¼ OF SECTION 29, AND OF THE NORTHWEST ¼ OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID 1ST RESUBDIVISION RECORDED MARCH 31, 1995 AS DOCUMENT R95-37733, TAKEN AS ONE TRACT AND BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 26 AFORESAID; THENCE SOUTHWESTERLY, ALONG THE CURVED EASTERLY LINE OF LOTS 26 THRU 32, BEING THE ARC OF A CIRCLE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 1033.00 FEET, AN ARC DISTANCE OF 274.50 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00°-09'-36" EAST, ALONG THE EAST LINE OF LOTS 32 THRU 37 AFORESAID, 263.76 FEET; THENCE SOUTH 89°-52'-07" WEST, 887.06 FEET TO A POINT ON THE WEST LINE OF LOTS 26 THRU 37 AFORESAID; THENCE NORTH 00°-07'-53" WEST, ALONG SAID WEST LINE, 795.28 FEET TO THE NORTHWEST CORNER OF LOT 26 AFORESAID; THENCE SOUTH 74°-23'-15" EAST, ALONG THE NORTH LINE OF SAID LOT 26, A DISTANCE OF 959.03 FEET 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 for an amendment to the Zoning Ordinance.

PASSED AND APPROVED THIS 19TH DAY OF OCTOBER 2009.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

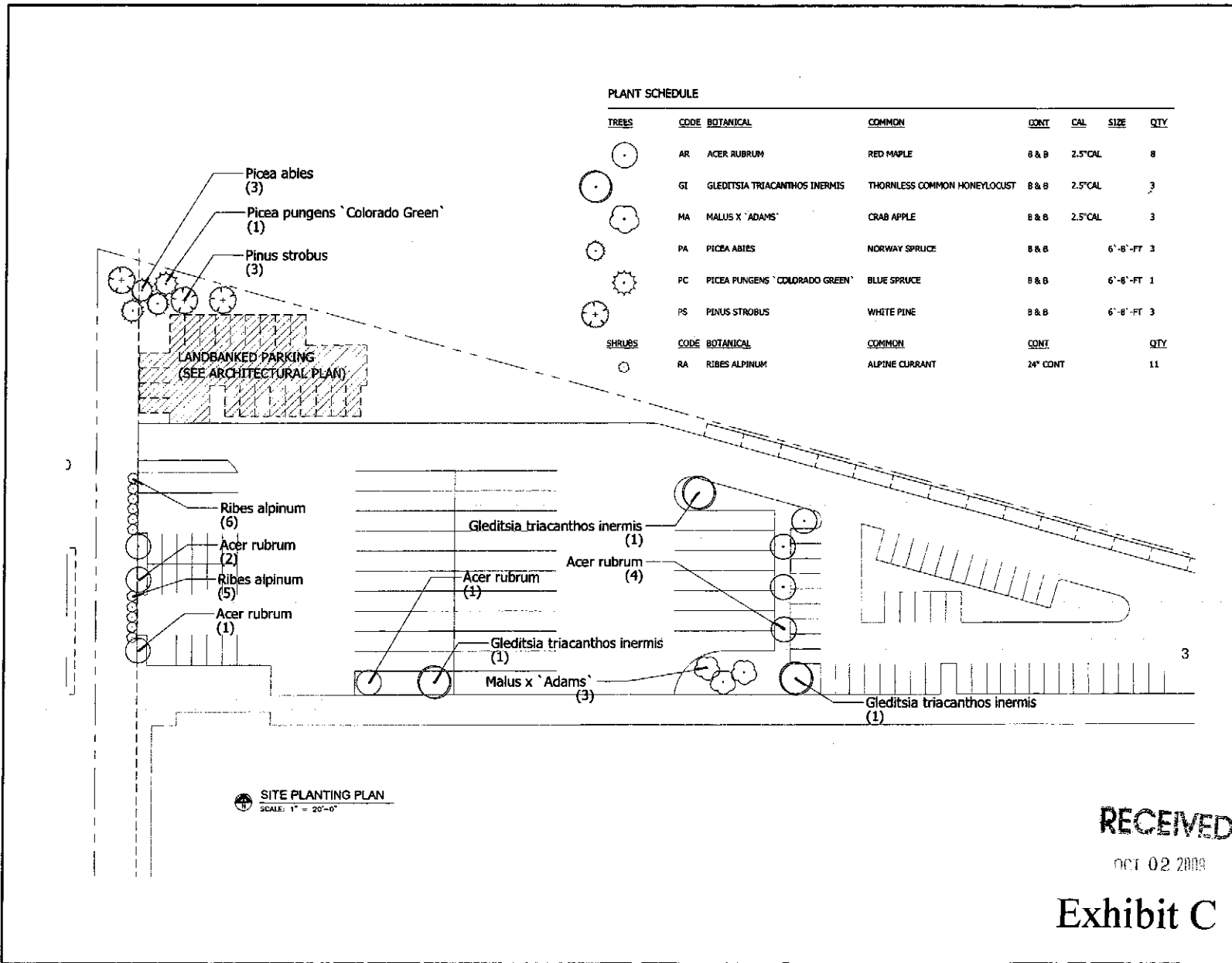
ATTEST:

Beth Melody, Village Clerk

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

(Date)

(signature)



PLANT SCHEDULE

TREES	CODE	BOTANICAL	COMMON	CONT.	CAL.	SIZE	QTY.
	AR	ACER RUBRUM	RED MAPLE	B & B	2.5" CAL		8
	GI	GLEDITSIA TRIACANTHOS INERMIS	THORNLESS COMMON HONEYLOCUST	B & B	2.5" CAL		3
	MA	MALUS X 'ADAMS'	CRAB APPLE	B & B	2.5" CAL		3
	PA	PICEA ABIES	NORWAY SPRUCE	B & B		6'-8'-FT	3
	PC	PICEA PUNGENS 'COLORADO GREEN'	BLUE SPRUCE	B & B		6'-8'-FT	1
	PS	PINUS STROBUS	WHITE PINE	B & B		6'-8'-FT	3
SHRUBS	CODE	BOTANICAL	COMMON	CONT.			QTY.
	RA	RIBES ALPINUM	ALPINE CURRANT	24" CONT			11

SITE PLANTING PLAN
SCALE: 1" = 20'-0"



PREPARED BY:
[Name]
[Address]

DATE	BY	DATE	BY
01/19/08	LA		
10/09/09			

DATE: 09-02-09
BY: [Name]
© 2009 AEC Worldwide, LLC

TRAVEL IMPROVEMENTS FOR
DEMAR LOGISTICS, INC
910 KIMBERLY DRIVE
CAROL STREAM, ILLINOIS

SHEET DESCRIPTION:
SITE PLANTING PLAN

SHEET NUMBER:
LA-1

RECEIVED
OCT 02 2009
Exhibit C

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A VARIATIONS IN ACCORDANCE WITH
SECTION 16-13-2(G) FOR THE LANDBANKING OF REQUIRED PARKING SPACES
(910 KIMBERLY DRIVE)**

WHEREAS, Steve Karlson with NAI Hiffman Asset Management LLC, on behalf of Buckhead DuPage Industrial Properties, has requested variations in accordance with Section 16-13-2(G) of the Carol Stream Zoning Code to allow for the landbanking of required parking spaces in the I-Industrial District and for some of the landbanked spaces to be provided on existing hard-surfaced areas of the property as opposed to greenspace as required; and

WHEREAS, there is sufficient land on this property to provide the required parking spaces, but due to the employee counts of the businesses in the building, the owner feels that the installation of the number of parking spaces required by the Zoning Code is not necessary at this time; and

WHEREAS, the owner of the property has agreed to install the total number of required parking spaces required by the Zoning Code, if deemed necessary by the Village in the future, and will "land bank" an area of sufficient size to accommodate the required number of parking spaces; and

WHEREAS, the Combined Plan Commission/Zoning Board of Appeals, pursuant to proper legal notice, held a public hearing on October 12, 2009, concerning this request; and

WHEREAS, the Combined Board has filed its minutes with the Corporate Authorities regarding a motion to recommend approval of these variations subject to conditions; and

WHEREAS, the Corporate Authorities find that granting of these variations would not be inconsistent with surrounding uses, nor would it be contrary to the intent of the Zoning Code of the Village of Carol Stream.

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 below, commonly known as 910 Kimberly Drive, be granted variations from Section 16-13-2(G) of the Carol Stream Zoning Code to allow landbanking of 135 required parking spaces, and for 28 of the landbanked spaces to be landbanked on existing asphalt as opposed to within greenspace area, in the I-Industrial District, provided the following conditions are met:

1. That if deemed necessary by the Village, the landbanked parking stalls shall be installed by the property owner as shown on the attached Exhibits, including the installation of new greenspace areas. The Village shall work with the applicant in determining the particular group or groups of stalls, and how many stalls shall be installed. The village shall retain the discretion to require that only a portion of the stalls be installed.
2. That a minimum of 164 actual vehicle parking spaces must be maintained on the property once the reconfiguration work is complete on the property to create the trailer parking spaces.
3. That the landscape materials shown on the landscape plan (attached) must be installed by May 31, 2010.
4. That if installed, the parking spaces shown in the landbanked areas shall meet the greenspace and striping requirements at the time of installation, and shall also meet the other Village code requirements, such as parking lot lighting and maximum allowable slopes for parking lots.
5. That at the time that a new tenant enters the building, the property owner shall either apply for a reaffirmation of the landbank variation, which will require review by the Plan Commission/Zoning Board of Appeals and final approval by the Village Board, or they shall provide the number of parking spaces required by the Zoning code based upon the use of space of all building tenants.
6. That the paring lot and drive aisles on the south side of the building must be repaired in 2010, and the parking lot and drive aisles on the north side of the building must be reconstructed to meet truck traffic (weight) design standards in the event that Demar Logistics extends their lease beyond the initial 40-month period.
7. The facility must comply with all state, county and Village codes and requirements.

LEGAL DESCRIPTION

ALL OF LOTS 26 THRU 35, BOTH INCLUSIVE, TOGETHER WITH PARTS OF LOTS 36 AND 37, ALL IN 1ST RESUBDIVISION OF BLOCK 4, CAROL POINT BUSINESS CENTER, BEING A RESUBDIVISION OF LOTS 1 THRU 52 IN BLOCK 4 IN CAROL POINT BUSINESS CENTER, A SUBDIVISION OF PARTS OF THE SOUTHEAST ¼ OF SECTION 20, THE NORTHEAST ¼ OF SECTION 29, AND OF THE NORTHWEST ¼ OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID 1ST RESUBDIVISION RECORDED MARCH 31, 1995 AS DOCUMENT R95-37733, TAKEN AS ONE TRACT AND BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 26 AFORESAID; THENCE SOUTHWESTERLY, ALONG THE CURVED EASTERLY LINE OF LOTS 26 THRU 32, BEING THE ARC OF A CIRCLE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 1033.00 FEET, AN ARC DISTANCE OF 274.50 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00°-09'-36" EAST, ALONG THE EAST LINE OF LOTS 32 THRU 37 AFORESAID, 263.76 FEET; THENCE SOUTH 89°-52'-07" WEST, 887.06 FEET TO A POINT ON THE WEST LINE OF LOTS 26 THRU 37 AFORESAID; THENCE NORTH 00°-07'-53" WEST, ALONG SAID WEST LINE, 795.28 FEET TO THE NORTHWEST CORNER OF LOT 26 AFORESAID; THENCE SOUTH 74°-23'-15" EAST, ALONG THE NORTH LINE OF SAID LOT 26, A DISTANCE OF 959.03 FEET 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 19TH DAY OF OCTOBER 2009.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

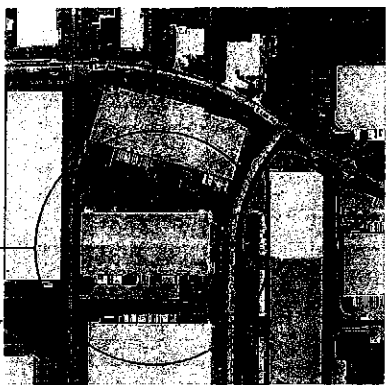
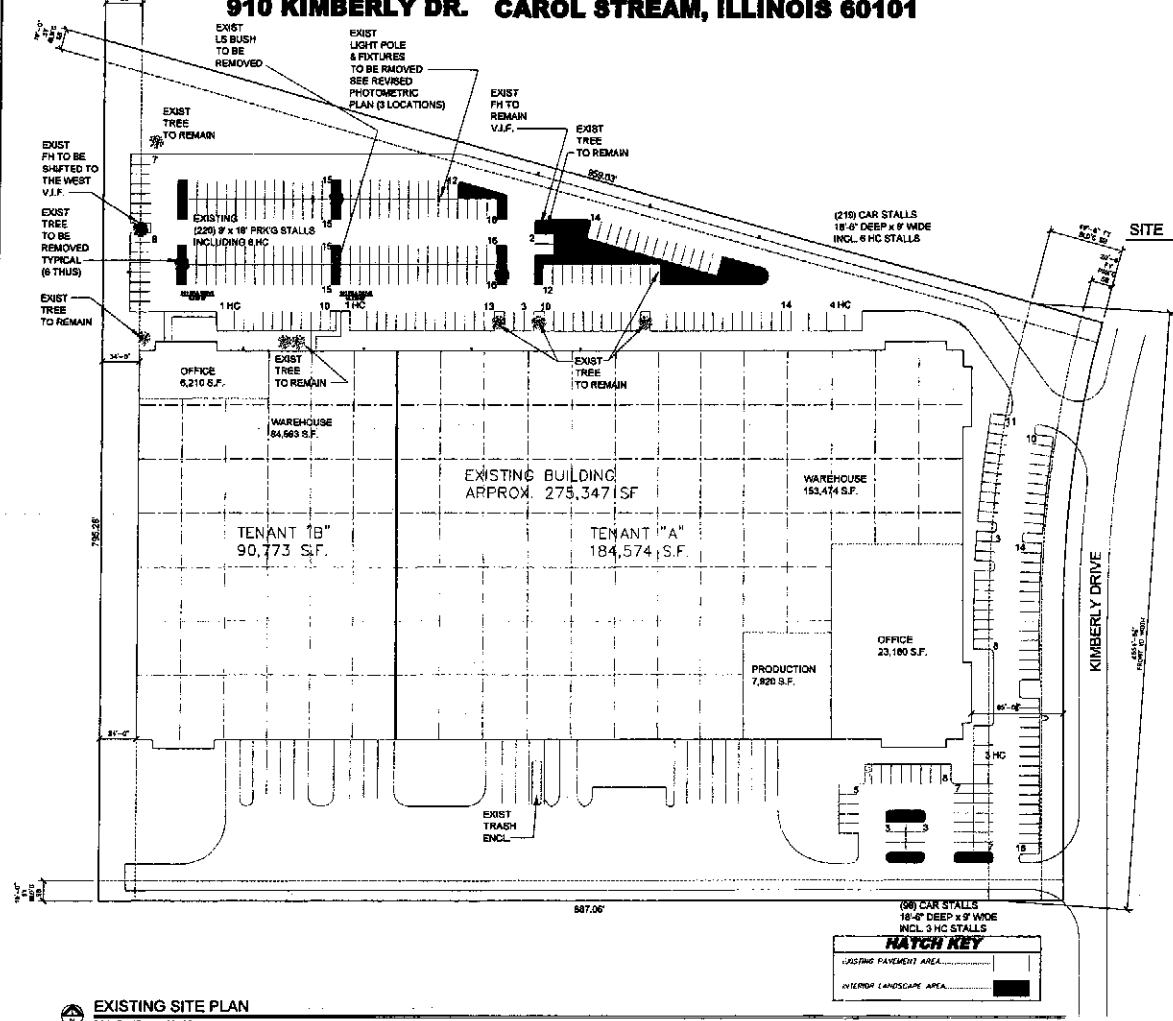
I, _____, being the owner or other party of interest of the property
(please print)
legally described within this Ordinance, having read a copy of the Ordinance, do hereby accept, concur and agree to develop and use the subject property in accordance with the terms of this Ordinance.

(Date)

(signature)

DEMAR LOGISTICS, INC.

910 KIMBERLY DR. CAROL STREAM, ILLINOIS 60101



EXISTING AERIAL VIEW
NOT TO SCALE

SITE DATA

APPROXIMATE SITE AREA..... 259,917.4 SF
 APPROXIMATE ADDRESS..... 13.73 ACRES
 TOTAL SF OF BUILDING = 275,347 SF (275,347 SF / 259,917.4 SF = 45 P.A.R.)

EXISTING PARKING DATA

EXISTING MAIN LEVEL - APPROXIMATE AREA..... 275,347 SF
 EXISTING TENANT 'A'..... 274,074 SF
 EXISTING TENANT 'A' DRIVE..... APPROX. 15,180 SF / 250 = 57 STALLS
 EXISTING TENANT 'A' STORAGE..... APPROX. 153,474 SF = 1200 SF = 153,474 / 1200 = 128 STALLS
 + 4 STALLS FOR FIRST 1200 SF = 4 STALLS
 EXISTING TENANT 'A' PRODUCTION..... APPROX. 7,820 SF / 160 = 49 STALLS
 + 212 STALLS NEEDED

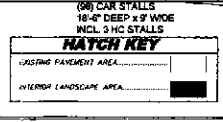
EXISTING TENANT 'B'..... 274,074 SF
 EXISTING TENANT 'B' DRIVE..... APPROX. 6,210 SF / 250 = 25 STALLS
 EXISTING TENANT 'B' STORAGE..... APPROX. 84,563 SF = 1200 SF = 84,563 SF / 1200 = 70 STALLS
 + 4 STALLS FOR FIRST 1200 SF = 4 STALLS
 84 STALLS NEEDED

EXISTING 317 STALLS INCLUDING 8 HC STALLS

EXISTING PARKING PAVEMENT

EXISTING PAVEMENT AREA..... 218,728 SF
 EXISTING LANDSCAPE AREA..... 27,840 SF
 EXISTING LANDSCAPE PERCENTAGE..... 4.0%

FLOOD NOTE:
 A REVIEW OF THE NATIONAL FLOOD INSURANCE PROGRAM - FLOOD INSURANCE RATE MAP, COMMUNITY PANEL 170305050H, EFFECTIVE DATE, DECEMBER 16, 2009 INDICATES THAT THE WEAIR SURVEYED FALLS OUTSIDE ZONE 2 (AREAS DETERMINED TO BE OUTSIDE THE 1% ANNUAL CHANCE FLOODPLAIN) BY SET 16, 98. IN THE NATIONAL FLOOD INSURANCE PROGRAM - FLOOD INSURANCE RATE MAP, THE SURVEYED AREA IS SHOWN AS BEING SUBJECT TO FLOODING. DOES NOT GUARANTEE THAT THE SURVEYED PROPERTY WILL OR WILL NOT FLOOD.



EXISTING SITE PLAN
SCALE: 1" = 40'-0"



DESIGNER
ALAN J. ARONOFF
ALAN ARONOFF ENGINEERING, INC.

DATE FOR: DATE

DATE FOR REVIEW: 04/26/09

DATE FOR APPROVAL: 07/07/09

REVISED: 10/07/09

DRAWN BY: STAFF
 APPROVED: AA
 PROJECT NO.: 09-004
 DATE: 08-22-08
 1000 ARM Aerials, LLC

TENANT IMPROVEMENTS FOR:
DEMAR LOGISTICS, INC.
 910 KIMBERLY DRIVE
 CAROL STREAM, ILLINOIS

SHEET DESCRIPTION
 EXISTING SITE

SHEET NUMBER
E-1
 SHEET 1 OF 2

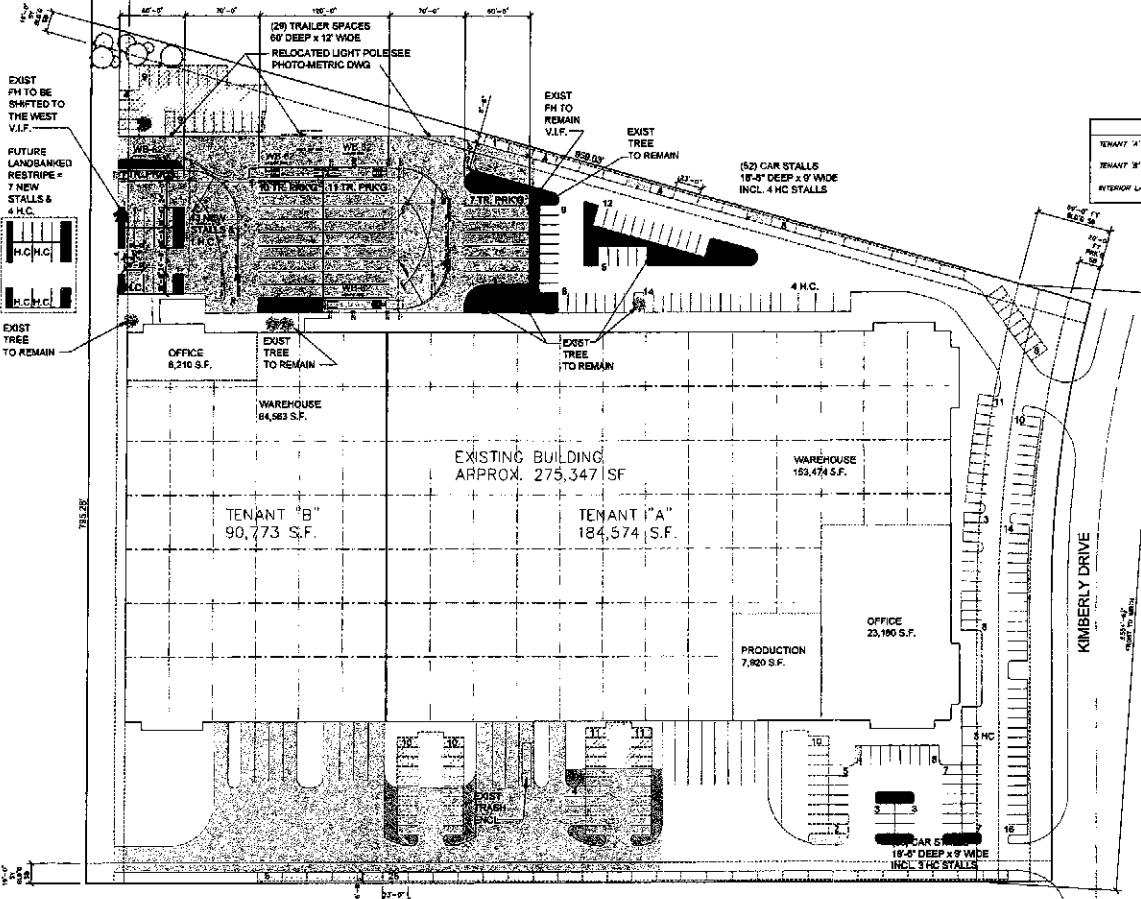
RE
Exhibit A

DEVELOPMENT DEPT

DEMAR LOGISTICS, INC.
910 KIMBERLY DR. CAROL STREAM, ILLINOIS 60101



PERFORMER
 M.S. CHRYST
 GEORGE WILSON
 DEMAR LOGISTICS, INC.



HATCH KEY

TENANT 'A' PAVEMENT AREA	TENANT 'A' LANDSCAPED PAVEMENT AREA
TENANT 'B' PAVEMENT AREA	TENANT 'B' LANDSCAPED PAVEMENT AREA
INTERIOR LANDSCAPE AREA	INTERIOR LANDSCAPED LANDSCAPE AREA

SITE DATA

APPROXIMATE SITE AREA	489,817.4 SF
APPROXIMATE ACRES	11.23 ACRES
TOTAL SF OF DULDRG	4278,347 SF (278,717 SF / 247,617.4 SF = 48 F.A.C.)

EXISTING PARKING DATA

EXISTING MEAN LEVEL - APPROXIMATE AREA	2,275,347 SF
EXISTING TENANT 'A'	218,574 SF
EXISTING TENANT 'A' DRIVE	APPROX. 23,180 SF / 250' = 93 STALLS
EXISTING TENANT 'A' DRIVE	APPROX. 152,674 SF - 1200 SF = 152,274 / 1500 = 102 STALLS
EXISTING TENANT 'A' DRIVE	+ 4 STALLS FOR FIRST 1200 SF = 4 STALLS
EXISTING TENANT 'A' DRIVE	APPROX. 7820 SF / 600' = 13 STALLS
212 STALLS REQ'D INCLUDING 9 HC STALLS	
143 ACTUAL STALLS	
7 HC STALLS	
62 LANDSCAPED STALLS	
212 TOTAL PARKING STALLS	

EXISTING TENANT 'B'	290,723 SF
EXISTING TENANT 'B' DRIVE	APPROX. 4,210 SF / 250' = 17 STALLS
EXISTING TENANT 'B' DRIVE	APPROX. 84,563 SF - 1200 SF = 83,363 SF / 1500 = 55 STALLS
EXISTING TENANT 'B' DRIVE	+ 4 STALLS FOR FIRST 1200 SF = 4 STALLS
84 STALLS REQ'D INCLUDING 4 HC STALLS	
12 ACTUAL STALLS	
1 HC STALLS	
73 LANDSCAPED STALLS	
+ 3 FOR RESTROOMS FOR 3,000' HC STALLS	
84 TOTAL PARKING STALLS	

PROPOSED TRAILER PARKING 29 STALLS @ 12'x40'

PARKING PAVEMENT

PAVEMENT AREA	8197,253 SF
INTERIOR LANDSCAPE AREA	110,744 SF
LANDSCAPE PERCENTAGE	5.14%

PARKING PAVEMENT (INCL. LANDSCAPED)

PAVEMENT AREA	8358,004 SF
INTERIOR LANDSCAPE AREA	174,522 SF
LANDSCAPE PERCENTAGE	6.10%

FLOOD NOTE:
 A REVIEW OF THE NATIONAL FLOOD INSURANCE PROGRAM - FLOOD INSURANCE RATE MAP, MAP NUMBER 15010C0101A (1/10/00) REFLECTING DATA RECEIVED IN 2004 INDICATES THAT THE SUBJECT PROPERTY IS NOT IN A FLOOD HAZARD ZONE. HOWEVER, AS WITH ALL NATIONAL FLOOD INSURANCE PROGRAM - FLOOD INSURANCE RATE MAPS, THIS DOES NOT NECESSARILY SHOW ALL AREAS SUBJECT TO FLOODING. THIS IS NOT GUARANTEED THAT THE SURVEYED PROPERTY WILL OR WILL NOT FLOOD.

PROPOSED SITE PLAN
 SCALE: 1" = 40'-0"

DATE FOR	SCALE
DATE FOR TOWNSHIP AND ZONING	06/26/09
DATE FOR PERMITS	06/26/09
DATE FOR RECORD	10/02/09

DRAWN BY	SLM/T
APPROVED	AL
PROJECT NO.	09-004
DATE	09-02-09

© 2008 A.M. Architecture LLC

TENANT IMPROVEMENTS FOR
DEMAR LOGISTICS, INC.
 910 KIMBERLY DRIVE
 CAROL STREAM, ILLINOIS

SHEET DESCRIPTION
 PROPOSED SITE

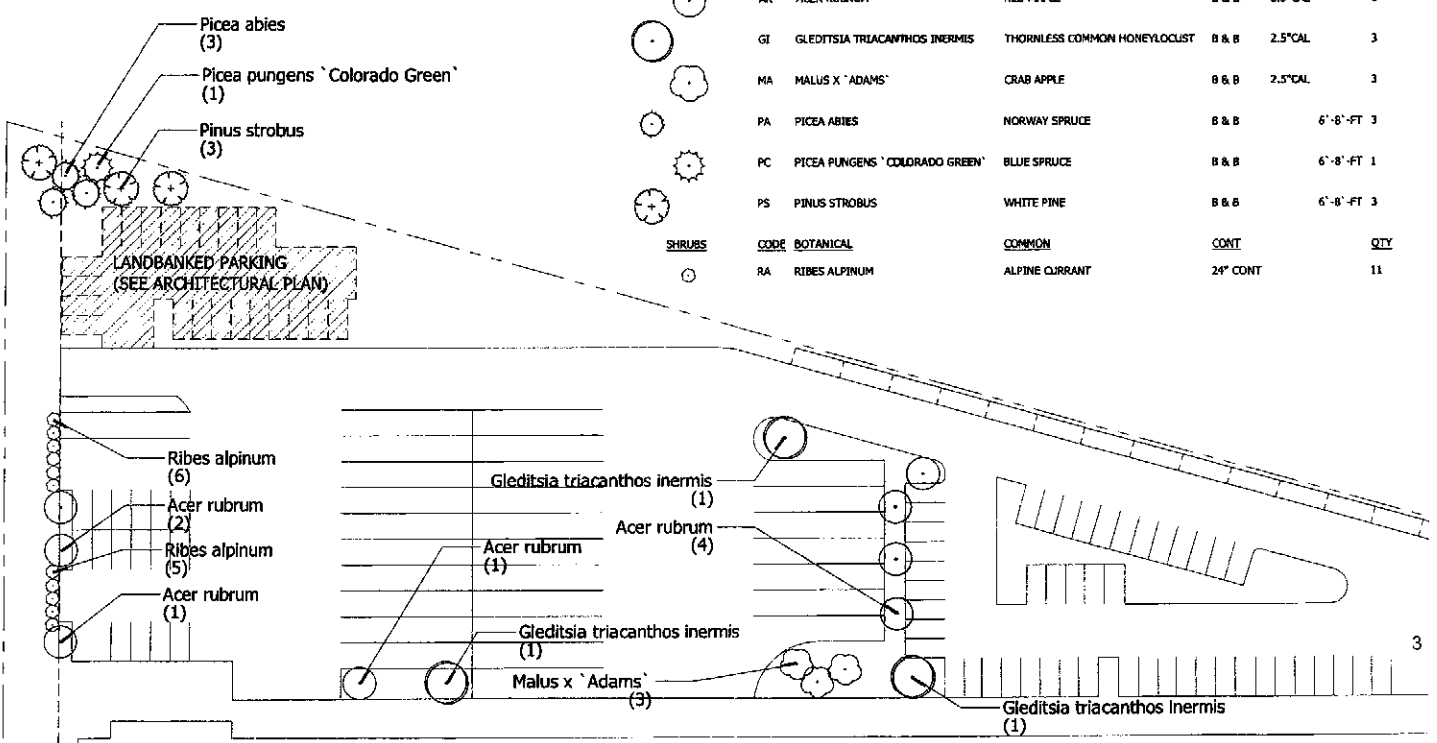
SHEET NUMBER
A-1
 SHEET 7 OF 7

RECEIVED
 Exhibit B



PLANT SCHEDULE

TREES	CODE	BOTANICAL	COMMON	CONT	CAL	SIZE	QTY
	AR	ACER RUBRUM	RED MAPLE	B & B	2.5" CAL	8	
	GI	GLEDITSIA TRIACANTHOS INERMIS	THORNLESS COMMON HONEYLOCUST	B & B	2.5" CAL	3	
	MA	MALUS X 'ADAMS'	CRAB APPLE	B & B	2.5" CAL	3	
	PA	PICEA ABIES	NORWAY SPRUCE	B & B	6'-8'-FT	3	
	PC	PICEA PUNGENS 'COLORADO GREEN'	BLUE SPRUCE	B & B	6'-8'-FT	1	
	PS	PINUS STROBUS	WHITE PINE	B & B	6'-8'-FT	3	
SHRUBS	CODE	BOTANICAL	COMMON	CONT	QTY		
	RA	RIBES ALPINUM	ALPINE CURRANT	24" CONT	11		



SITE PLANTING PLAN
SCALE: 1" = 20'-0"

PETITIONER
FOR THE CITY OF
DENVER, COLORADO
BY: [Signature]

DATE	BY
09/10/09	AA
10/02/09	AA

DRAWN BY: EJP/PT
APPROVED: AA
PROJECT NO: 09-041
DATE: 09-02-09
A-M ARCHITECTS, LLC

TENANT IMPROVEMENTS FOR:
DEMAR LOGISTICS, INC
910 KIMBERLY DRIVE
CAROL STREAM, ILLINOIS

SHEET DESCRIPTION:
SITE PLANTING PLAN

SHEET NUMBER:
LA-1
SHEET 1 OF 1

RECEIVED
OCT 02 2009

Exhibit C

AGENDA ITEM
H-15 10-19-09

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 9-1-5 OF THE VILLAGE OF CAROL
STREAM'S HEALTH CODE REGARDING HOURS & STANDARDS OF COLLECTION
FOR NON-RESIDENTIAL PROPERTIES**

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 Chapter 9-1-5 pertaining to Multi-Family, Business,
Commercial and Industrial Collections will be amended to include the following
revisions to and reclassification of paragraph 1 to subsection (A), as well as the
addition of a new subsection (B) titled Non-Residential Collection Hours:

**(A) ~~MULTI-FAMILY~~, COMMERCIAL, BUSINESS AND INDUSTRIAL
COLLECTIONS STANDARDS.**

Collections shall be made by private scavengers from ~~multi-family~~, commercial,
business and industrial establishments at least once every seven day period. Every
person owning or in possession, charge or control of any such establishment shall be
required to provide and at all times keep in a suitable place, readily accessible to the
garbage collector, garbage containers capable of holding all garbage and refuse which
would ordinarily accumulate on such premises between the times of successive
collections. Such containers shall be enclosed on three sides and the garbage
containers shall not be visible from the street or adjacent properties.

(B) HOURS OF COLLECTION FOR NON-RESIDENTIAL PROPERTIES.

Nonresidential solid waste collection service in all areas of the Village shall be
limited to Monday through Friday from 7:00 a.m. to 7:00 p.m. Collection service in
non-residential areas of the Village may be extended to Saturdays between 7:00 a.m.
to 7:00 p.m. during those weeks which contain a nationally observed holiday.

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

PASSED AND APPROVED THIS 19TH DAY OF OCTOBER 2009.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

DATE: October 12, 2009

TO: Joseph E. Breinig, Village Manager


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

RE: Proposed Amendment of Chapter 9-1-5 of the Village Code of Ordinances

Recent complaints by residents of both Steeplechase and Central Park residential subdivisions regarding early morning commercial scavenger service at retail centers along the Army Trail corridor have led the staff to propose a new subsection (B- Non-Residential Hours of Collection) in the Village's Health Code (Chapter 9) establishing specific hours of collection for licensed scavengers servicing Carol Stream commercial, retail and industrial businesses. Currently, no provision exists in the Village Code governing reasonable hours for commercial, retail and Industrial collection service for licensed scavengers of record.

I have attached a draft ordinance amendment for the Village Board's consideration at their upcoming October 19th regular meeting. Contact me should have any questions regarding this matter.

Village of Carol Stream
INTER-DEPARTMENTAL MEMO

TO: Mayor & Trustees
FROM: Joseph E. Breinig, Village Manager 
DATE: October 15, 2009
RE: Ordinance – Hearing Officer Qualifications

Attached for your review and consideration is an ordinance defining the qualifications for a hearing officer presiding over the Village's Administrative Adjudication System. The adjudication system is used to hear appeals of citations issued for the Automated Traffic Law Enforcement (red light camera) system. A review of the ordinance establishing the program indicated that the Village never made a determination on the qualifications of a Hearing Officer. The current Hearing Officer meets the qualifications as will any future appointment. Staff recommends approval of the ordinance as prepared by the Village Attorney.

Attachment

ORDINANCE NO. _____

**AN ORDINANCE AMENDING ORDINANCE NO. 2009-02-07
BY ADDING A DEFINITION REGARDING THE
QUALIFICATIONS OF A HEARING OFFICER.**

WHEREAS, on the 19th day of February, 2008, the Village Board passed Ordinance No. 2008-02-06, "An Ordinance Providing For Automated Traffic Law Enforcement Systems And For Administrative Adjudication Of Automated Traffic Law Violations In The Village Of Carol Stream And Authorizing The Village To Enter Into Agreements Concerning The Enforcement Systems and Services Related Thereto;" and

WHEREAS, the Administrative Adjudication System has been put in place with an experienced attorney to serve as the Hearing Officer; and

WHEREAS, at the time the Hearing Officer was appointed, the Village reviewed the Hearing Office's qualifications and found that Hearing Officer fulfilled the required statutory qualifications; and

WHEREAS, THE Village wishes to amend the ordinance to specifically express its determination regarding such qualifications;

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

SECTION 1: That Section 9, of Ordinance No. 2008-02-06, as described in the preamble above, the provisions of which are incorporated herein, is hereby amended by adding a new second sentence to read, as follows: "The Village finds that a person chosen as a Hearing Officer for any administrative adjudication undertaken by the Village, who is otherwise qualified, shall have fulfilled the education and training standards required if that individual, at

the time of his or her appointment, has served for at least ten (10) years in the position of a State's Attorney or Assistant State's Attorney in the State of Illinois.

SECTION 2: The purpose of this Ordinance is to clarify the intent of the Corporate Authorities and to amend its ordinance so as to specifically express that intent.

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

PASSED AND APPROVED THIS 19TH DAY OF OCTOBER 2009.


Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

AGENDA ITEM
H-17 10-19-09

Village of Carol Stream
INTER-DEPARTMENTAL MEMO

TO: Mayor and Trustees
FROM: Joseph E. Breinig, Village Manager 
DATE: October 15, 2009
RE: Ordinance – Budget Revisions

When the Village transitioned to a program format for its budget, it did not amend the accompanying section of the Village Code addressing revisions to the budget. The current language permits administrative transfers approved by the Village Manager within object classes. Object classes are general areas of expenditure (contract services, commodities, capital outlay). In addition, these transfers were capped at \$2,500. Any transfer in excess of \$2,500 requires Village Board approval.

The Village moved to a program budget to better identify cost centers and the amounts of expenditure for various undertakings. Previously each department had one budget with line items of expenditure. Currently each department has multiple program budgets that aggregate expenditures for an area of service (street maintenance, snow and ice control, etc.). This system of budgeting does a good job of identifying the amount of money allocated to an activity. Unfortunately it also results in an increase in transfers between programs. A major snow storm, flood event or other shift in priorities can result in the reallocation of resources. Under the current ordinance each of these adjustments needs to be brought to the Village Board for approval.

Staff has identified a number of transfers for approval. In evaluating the current system it is believed that it will be more efficient to amend the Village Code to allow the Village Manager to transfer between programs within a department. Staff is recommending that transfers between departments continue to require Village Board approval. In addition, staff recommends that the dollar amount of a transfer requiring Village Board approval be increased from \$2,500 to \$5,000.

An Ordinance making the proposed changes has been prepared for your consideration. If the ordinance is acceptable staff will bring transfers between departments in excess of \$5,000 to the Village Board for approval. If the Ordinance is not acceptable, staff will process the previously mentioned transfers for Village Board action.

Attachment

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE MUNICIPAL CODE
OF THE VILLAGE OF CAROL STREAM
(VILLAGE ADMINISTRATOR)**

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

SECTION 1: That Chapter 2, Article 1, Section 9 Authority to Revise Budget of the Carol Stream Municipal Code, is hereby amended in its entirety:

§2-1-9 AUTHORITY TO REVISE BUDGET

~~Authority is hereby delegated to heads of village departments, boards or commissions to delete, add to, change or create subclasses within object classes budgeted previously to the department, board or commission, subject to approval by the Budget Officer and the Village Manager. When deletion, addition, change or creation of subclasses set forth above shall not exceed the amount of \$2,500, final approval may be granted by the Village Manager. Where such amount exceeds \$2,500, the Village Manager shall, within 10 days after having granted tentative approval to the action, transmit a request for the concurrence in his or her action to the Board of Trustees. The Board of Trustees may, within 21 days after receiving the report of the Village Manager, either confirm or overrule the decision of the Village Manager. If the village Board does not act upon the recommendation of the Village Manager within 21 days after receiving the report, the decision rendered by the Village Manager shall be final unless the Village Manager shall determine to modify his or her tentative decision.~~

§2-1-9 AUTHORITY TO REVISE BUDGET

The Village Manager has the authority to approve budget transfers where the amount, in total, does not exceed \$5,000 and the transfer is within the same department. Any transfers in excess of \$5,000 and/or transfers between departments, must be presented to the Village Board for their approval. Any increase or decrease to the budget, in the form of a budget amendment must also be presented to the Village Board for their approval. Pertaining to program budgets, the Village Manager has the authority to approve budget transfers, in any amount, between programs within the same department as long as the total amount of the department's budget does not change.

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

PASSED AND APPROVED THIS 19TH DAY OF OCTOBER 2009.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

AGENDA ITEM

I-1 10-19-09

RESOLUTION NO. _____

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

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

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

WHEREAS, it has been determined by the Mayor and Board of Trustees of the Village of Carol Stream to dispose of the surplus property.

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

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the personal property described in Exhibit "A" be sold to Auto Showcase in the amount of \$24,000, and the personal property described in the attached "Exhibit "B", now owned by the Village of Carol Stream, is no longer useful and authorize its disposal at auction on Ebay.

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

PASSED AND APPROVED THIS 19TH DAY OF OCTOBER 2009.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk


EXHIBIT "A"

Village of Carol Stream

Interdepartmental Memo

TO: Joe Breinig, Village Manager

REVIEWED AND APPROVED BY: Kevin Orr, Chief of Police

FROM: Lieutenant Hunter Gilmore 

DATE: October 7, 2009

RE: Approval to Sell the 2006 Infiniti M45 to Auto Showcase

The Police Department requests approval to sell a surplus Special Operations vehicle to Auto Showcase of Carol Stream.

It has been Police Department practice to sell higher end seized vehicles directly to a dealership. Historically this has been an effective and efficient way to sell these types of vehicles. The Department has received two quotes from local auto dealerships for purchase of the 2006 Infiniti M45, which has been designated surplus. Chicago Motor Cars in West Chicago and Auto Showcase of Carol Stream have both provided quotes to pay \$24,000 for the vehicle. NADA pricing for this vehicle is approximately \$27,000 but does not account for some of the minor damage to the car, which would likely bring this price down. Another consideration is the cost (approximately \$1,000) that would be incurred selling the vehicle on Ebay.

Therefore, the Police Department requests approval from the Village Board to sell the vehicle to Auto Showcase, for \$24,000, as they have provided a competitive price and are a business within the Village of Carol Stream.



5 October 2009

Summary of vehicle appraisal for the Village of Carol Stream by Auto Showcase, Inc

Year: 2006

Make: INFINITI

Model: M45

Mileage: 5,986

VIN: JNKBY01E16M205919

Condition: AVERAGE

Amount: \$24,000.00

Approved By: _____

[Handwritten Signature]

Date: _____

10/5/09

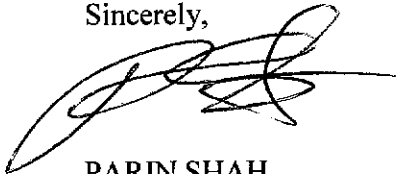
CHICAGO MOTOR CARS CORP
27W110 NORTH AVE
WEST CHICAGO, IL 60185
October 6, 2009

SGT BRIAN PECE
SGT
VILLAGE OF CAROL STREAM

Dear SGT BRIAN PECE:

CHICAGO MOTOR CARS AGREES TO PAY \$24000 FOR 2006 INFINITI M45.

Sincerely,



PARIN SHAH
PRESIDENT





Vehicle Pricing & Information

NADAguides.com

9/30/2009

Autos • Motorcycles • Boats • Collector Cars • Recreation Vehicles • Manufactured Homes

Sedans

2006 Infiniti M45-V8 Sedan 4D

PRICING

	<u>Rough Trade-In</u>	<u>Average Trade-In</u>	<u>Clean Trade-In</u>	<u>Clean Retail</u>
Base Price	\$17,925	\$20,025	\$21,775	\$25,625
Mileage				
5,600 miles	\$4,625	\$4,625	\$4,625	\$4,625
Options				
Theft Recovery Sys	\$100	\$100	\$100	\$125
Bose Premium Stereo	\$400	\$400	\$400	\$450
Navigation System	\$950	\$950	\$950	\$1,075
TOTAL PRICE	\$24,000	\$26,100	\$27,850	\$31,900*

THIS DOES NOT ACCOUNT FOR SOME DAMAGE

Rough Trade-In

The Rough Trade-in values on nadaguides.com are meant to reflect a vehicle in rough condition. A vehicle with significant mechanical defects requiring repairs in order to restore reasonable running condition; Paint, body and wheel surfaces have considerable damage to their finish, which may include dull or faded (oxidized) paint, small to medium size dents, frame damage, rust, or obvious signs of previous repairs; Interior reflects above average wear, with inoperable equipment, damaged or missing trim, and heavily soiled /permanent imperfections on the headliner, carpet, and upholstery; May have a branded title and un-true mileage; Vehicle will need substantial reconditioning and repair to be made ready for resale; Some existing issues may be difficult to restore. Because individual vehicle condition varies greatly, users of nadaguides.com may need to make independent adjustments for actual vehicle condition.

Average Trade-In

The Average Trade-In values on nadaguides.com are meant to reflect a vehicle in average condition. A vehicle that is mechanically sound but may require some repairs/servicing to pass all necessary inspections; Paint, body and wheel surfaces have moderate imperfections and an average finish and shine which can be improved with restorative repair; Interior reflects some soiling and wear in relation to vehicle age, with all equipment operable or requiring minimal effort to make operable; Clean title history; Vehicle will need a fair degree of reconditioning to be made ready for resale. Because individual vehicle condition varies greatly, users of nadaguides.com may need to make independent adjustments for actual vehicle condition.

Clean Trade-In

The Clean Trade-In values on nadaguides.com are meant to reflect a vehicle in clean condition. A vehicle with no mechanical defects and passes all necessary inspections with ease; Paint, body and wheels have minor surface scratches with a high gloss finish and shine; Interior reflects minimal soiling and wear, with all equipment in complete working order; Vehicle has a clean title history; Vehicle will need minimal reconditioning to be made ready for resale. Because individual vehicle condition varies greatly, users of nadaguides.com may need to make independent adjustments for actual vehicle condition.

Clean Retail

The Clean Retail values on nadaguides.com are meant to reflect a vehicle in clean condition. A vehicle with no mechanical defects and passes all necessary inspections with ease; Paint, body and wheels have minor surface scratching with a high gloss finish and shine; Interior reflects minimal soiling and wear, with all equipment in complete working order; Vehicle has a clean title history. Because individual vehicle condition varies greatly, users of nadaguides.com may need to make independent adjustments for actual vehicle condition.


The consumer values on nadaguides.com are based on the Consumer edition of the NADA Official Used Car Guide ®, and should not be utilized for industry purposes. The consumer values may vary from the NADA Official Used Car Guide values presented to you by insurance companies, banks, credit unions, government agencies and car dealers due to vehicle condition, regional market differences and frequency of updates.

THINK you can **SIT** there, **ENTER** some info.,
and vehicles will just **APPEAR** for you?

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EXHIBIT "B"

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager
FROM: Chief Kevin Orr 
DATE: October 12, 2009
RE: The police department requests that the Village Board declare five seized vehicles as surplus so that they can be sold at auction through Ebay.

The five seized vehicles below have been awarded to the Village via Article 36 seizure laws of the Illinois Compiled Statutes. I would like the vehicles declared as surplus so that they can go to auction.

- | | |
|------------------|-----------------------|
| 1- 1993 Cadillac | Vin-1G6CD53B5P4310260 |
| 2- 2001 Dodge | Vin-1B4HS28N61F610733 |
| 3- 1998 Ford | Vin-1FAFP13P3WW231877 |
| 4- 1994 Ford | Vin-1FALP4043RF216881 |
| 5- 1997 Ford | Vin-1FALP624XVH109480 |

RESOLUTION NO. _____

**A RESOLUTION SUPPORTING THE CONTINUED
FUNDING OF PACE ROUTE 711**

WHEREAS, PACE is an agency of the Regional Transportation Authority that was established in 1984 to provide transit services for residents of the 6-county region that includes DuPage, Kane, Cook, McHenry, Lake & Will; and

WHEREAS, the value of bus transit in a region is well established and integral to the overall economic climate for its ability to reduce traffic congestion especially during peak travel periods, links workers with employment centers, consumers with regional retailers and seniors to essential medical care; and

WHEREAS, the Village has been notified by PACE, the Suburban Bus agency that they will consider eliminating 44 fixed passenger bus routes in their 6-county service area in their effort to avert a \$6.5 million budget deficit in their FY 09-10 agency budget; and

WHEREAS, one of the transit routes being considered for elimination is the 711-Wheaton-Carol Stream-Stratford Square route that serves riders working in retail and industrial employment centers along the Gary Ave. and Army Trail Rd. corridors, students attending area post-secondary schools served by the route and its connecting links, as well as the countless professionals working in the Chicago loop needing access to the Wheaton Metra station served by the route; and

WHEREAS, during the 2007 and 2008 service years, the average ridership of route 711 was 217 and 215 respectively with monthly peak ridership for those same years being 236 in September 2007 and 257 in April of 2008; and

WHEREAS, in 8 months of service in 2009, Route 711 has averaged 190 riders a month through August and the trend data over the last 11 service years clearly demonstrates that this route has a stable ridership base which was enhanced when

the route was extended in 2006 east along the Army Trail corridor to Route 53 in Addison; and

WHEREAS, recent ridership in the early months of this year reflected the struggling economy with ridership averaging 176 riders, but has recently recovering to 231 riders in July and 222 in August; and

WHEREAS, the PACE Board of Directors, in their efforts to fashion a sustainable spending plan for the coming service year are challenged to be creative and measured in their efforts to reconfigure a transit system during this difficult time that makes every effort to keep a focus on their core mission of providing accessibility to those with limited transportation options that includes seniors, students and the working poor; and

WHEREAS, in addition, the PACE Board, Chairman and staff are also asked to diligently identify operational savings to include but not be limited to wage concessions, short-term transfers from capital reserves and reasonable fare increases before cutting or eliminating viable service routes.

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

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream support the continued funding by PACE of the Wheaton-Carol Stream-Stratford Square Route 711.

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

PASSED AND APPROVED THIS 19 DAY OF OCTOBER, 2009.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

AGENDA ITEM

J-1 10-19-09

Village of Carol Stream INTER-DEPARTMENTAL MEMO

TO: Trustees

FROM: Frank Saverino Sr., Mayor

DATE: October 15, 2009

RE: Reappointments to Plan Commission/Zoning Board of Appeals

I am recommending the reappointments of Mr. Timothy McNally and Mr. Frank Petella to the Plan Commission/Zoning Board of Appeals to terms beginning November 1, 2009 and ending October 31, 2014, and seek your concurrence.

AGENDA ITEM

J-2 10-19-09

Village of Carol Stream

Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

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

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

DATE: October 15, 2009

RE: **Agenda Item for the Village Board Meeting of October 19, 2009
Agreement to allow Colonial Bag Corporation to Utilize a
Railroad Spur Track on Village-Owned Property**

PURPOSE

The purpose of this memorandum is to coordinate with the Village Board a request by Colonial Bag Corporation for approval to store railcars on a railroad spur track on Village-owned property on Kimberly Drive.

DISCUSSION

Colonial Bag Corporation, located at 205 Fullerton Avenue, is a manufacturer of plastic bags, trash can liners and industrial liners. The plastic pellets that Colonial uses to manufacture its products are delivered in hopper-style railroad cars. For many years, Colonial had an agreement with Canadian National Railway (CN) to store full hopper cars in a rail yard in Hawthorne, Illinois. CN delivers the hopper cars on an as-needed basis to Colonial Bag's property, at which location they have the ability to store eight hopper cars. CN has informed Colonial that as of January 2010, they will begin charging a significant cost per day to store rail cars at the Hawthorne yard. Due to the high cost, continued use of the Hawthorne storage yard is not a feasible option for Colonial.

In search of a solution to their problem, Colonial identified an unused railroad spur on a Village-owned property located on the west side of Kimberly Drive. The property and railroad spur are shown on the attached aerial photograph. The 10.7-acre property, which was deeded to the Village in 2006, contains two storm water management ponds that are bisected by the railroad spur track. Colonial approached the Village to inquire as to whether the Village would allow them to store up to 15 hopper cars on the rail spur on the Village's property. About 900 linear feet of track would be needed to store 15 cars, and the total length of the track on the property measures just over 1,100 feet. Colonial has agreed to not store cars within 100 feet of Kimberly Drive, which staff suggested in order to reduce the visual impact of the stored cars.

Joseph E. Breinig, Village Manager

October 15, 2009

Page 2 of 2

The Village Attorney prepared the attached license agreement that would allow Colonial Bag to utilize the spur track on the Village's property for the storage of hopper cars. The agreement would run for 20 years, although either party may terminate the agreement upon 60 days written notice to the other party. Per the agreement, the Village would have no responsibility for maintenance of the track, and the agreement authorizes Colonial Bag to improve the track after providing the Village with plans detailing the nature of the work to be done. Colonial intends to install a bumper post in the middle of the tracks at least 100 feet west of Kimberly Drive to demarcate the storage area on the tracks.

Colonial Bag has submitted updated insurance certificates which name the Village as an additional insured party. The Village Attorney has reviewed the certificates and finds them to be acceptable.

RECOMMENDATION

If the Village Board should wish to allow Colonial Bag Corporation to store railcars on the existing spur track on the Village-owned property on Kimberly Drive, they should, by motion, indicate their approval of the agreement and direct the Mayor to execute the same.

DTB:db

U:\Village Manager\ColonialBagAgreement.doc



COLONIAL BAG CORP.

205 E. FULLERTON CAROL STREAM, IL. 60188

800-445-7496 FAX (630)690-1571 E-MAIL deana@colonialbag.com

October 13, 2009

To Mayor Saverino and Village Trustees,

Colonial Bag Corporation, located at 205 E. Fullerton Ave., is requesting the use of a vacant rail spur in the Carol Point Business Center for storing hopper cars. The rail spur is located on the Village property south of United Stationers building, west of Kimberly Drive, and east of Canadian National's main track. Colonial Bag is making this request because we are losing our storage track with our rail carrier, Canadian National. Colonial bag is hoping to store up to 15 hopper cars, approximately 900 feet.

Colonial Bag is a manufacturer of plastic bags, trash can liners, and industrial liners. The hopper cars will contain plastic pellets; the hopper cars are sealed and will remain so until the cars are unloaded at Colonial's facility. Canadian National will make all deliveries to the rail spur, as well as, from the rail spur to Colonial.

Colonial Bag use four to six hopper cars per week, we only have space for eight hopper cars at our plant; it takes two to four weeks to receive our hopper cars from our suppliers. Without a storage track for extra inventory Colonial bag runs the risk of running out of plastic, causing a shut down. Colonial Bag needs a storage track to keep our inventory high enough to avoid a shut down.

Canadian National has given Colonial Bag permission to use the rail spur as our storage track. Colonial only needs the permission from the Village of Carol Stream to use the rail spur. Colonial Bag has worked with the Village's Community Development; Colonial has raised our liability insurance coverage, and named the Village of Carol Stream as Additional Insured at the Villages request. Colonial Bag will repair and maintain the track at Colonial Bag's expense.

The rail spur is in need of minor repair. Colonial intends on making these repairs; first to shore up the existing track to make it operational, remove trees that are growing in between the rails, and finally, add a bumper post at least 100 feet west of Kimberly Drive. Colonial Bag will use Swanson Contracting Co., a railroad construction contractor, for these repairs. Colonial understands a permit will be needed for this work. Canadian National has agreed to repair their switch track.

Colonial Bag needs a storage track to operate. Colonial hopes the Village of Carol Stream can understand the importance a storage track is to Colonial Bag's way of business, and hopes the Village will allow Colonial to use the rail spur.

Sincerely,

Dean Anderson
V.P. of Manufacturing
Colonial Bag Corporation

RECEIVED

CC: MURPHY
DEV: OPERATIONS

**AN AGREEMENT BETWEEN THE
VILLAGE OF CAROL STREAM AND
COLONIAL BAG PERMITTING
COLONIAL BAG TO UTILIZE A
RAILROAD SPUR TRACK**

WHEREAS, the Village of Carol Stream ("Village") owns a parcel of property, legally described as follows:

LOT 52 IN 1ST RESUBDIVISION OF BLOCK 4, CAROL POINT BUSINESS CENTER, BEING A RESUBDIVISION OF PART OF THE NORTHEAST ¼ OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION, RECORDED MARCH 31, 1995, AS DOCUMENT NUMBER R95-037733, IN DU PAGE COUNTY, ILLINOIS.

(the "Property"); and

WHEREAS, a railroad spur has been installed on that property; and

WHEREAS, Colonial Bag seeks permission to utilize that railroad spur track for the storage of railroad cars; and

WHEREAS, pursuant to the terms and conditions set forth within this License Agreement, the Village is willing to allow Colonial Bag to utilize the railroad spur line on the Property; and

WHEREAS, this License Agreement may remain in effect for a lengthy period of time, but it may be cancelled by either party upon 60-days' written notice;

NOW, THEREFORE, does the Village of Carol Stream, a municipal corporation, located in DuPage County, Illinois, agree to license to Colonial Bag, an S-Corporation, with principal offices located at 205 E. Fullerton Avenue, in Carol Stream, Illinois, ("Colonial"), such portions of the Property which are necessary to allow Colonial to enter into Industry Track Agreement for existing railroad tracks, under the terms and conditions set out below:

1. Colonial shall be permitted, as Licensee to have sole use of the railroad spur track for the staging and storage of railroad cars, for a term of 20 years, from the date of this license agreement. Provided, however, that this License Agreement may be terminated by either party upon sixty (60) days' written notice to the other party of a desire to terminate.

2. The area of the license granted shall only be the area of the railroad track spur on the Property and areas immediately adjacent thereto, where workers may need to alight from the railroad cars. There shall not be any storage or transfer of materials on the property other than within railroad cars.

3. The railroad spur track, located on the Property, was not installed by the Village. This License Agreement includes the use of the railroad spur line in an as is condition, and the Village makes no warrantee as to the use of the railroad spur line for the purposes sought by Colonial Bag in this License Agreement. Colonial may, after providing the Village with plans and drawings related to proposed maintenance and improvements, and receiving the written permission of the Village to go forward, cause the railroad spur line to be brought into a state of existence and repair necessary to meet its desired needs under the limitations contained within this License Agreement.

4. Colonial Bag shall keep in force general liability insurance in amounts not less than that required under the Industry Track Agreement, but in no case less than a total of all general liability coverages, both primary and excess of \$6,000,000, to be extended to its license interest over the property and shall cause the Village to be named as an additional insured under such policies and shall provide Certificates of Insurance to the Village in insurance companies which shall be approved by the Finance Director of the Village. In addition, and with an intent of extending to the Village, its officers, employees, agents and independent contractors ("Covered Entity") any contractual indemnity provisions of insurance coverage of Colonial Bag, it agrees to hold harmless, defend and indemnify the benefited parties against any claim, demand or suit of any kind claiming injury to person or property, including death, and related in any way to the occupancy of the property by Colonial Bag under this License Agreement, or in any other way.

DATED: Oct. 13th, 2009.


VILLAGE OF CAROL STREAM,


By: _____
Mayor

ATTEST:

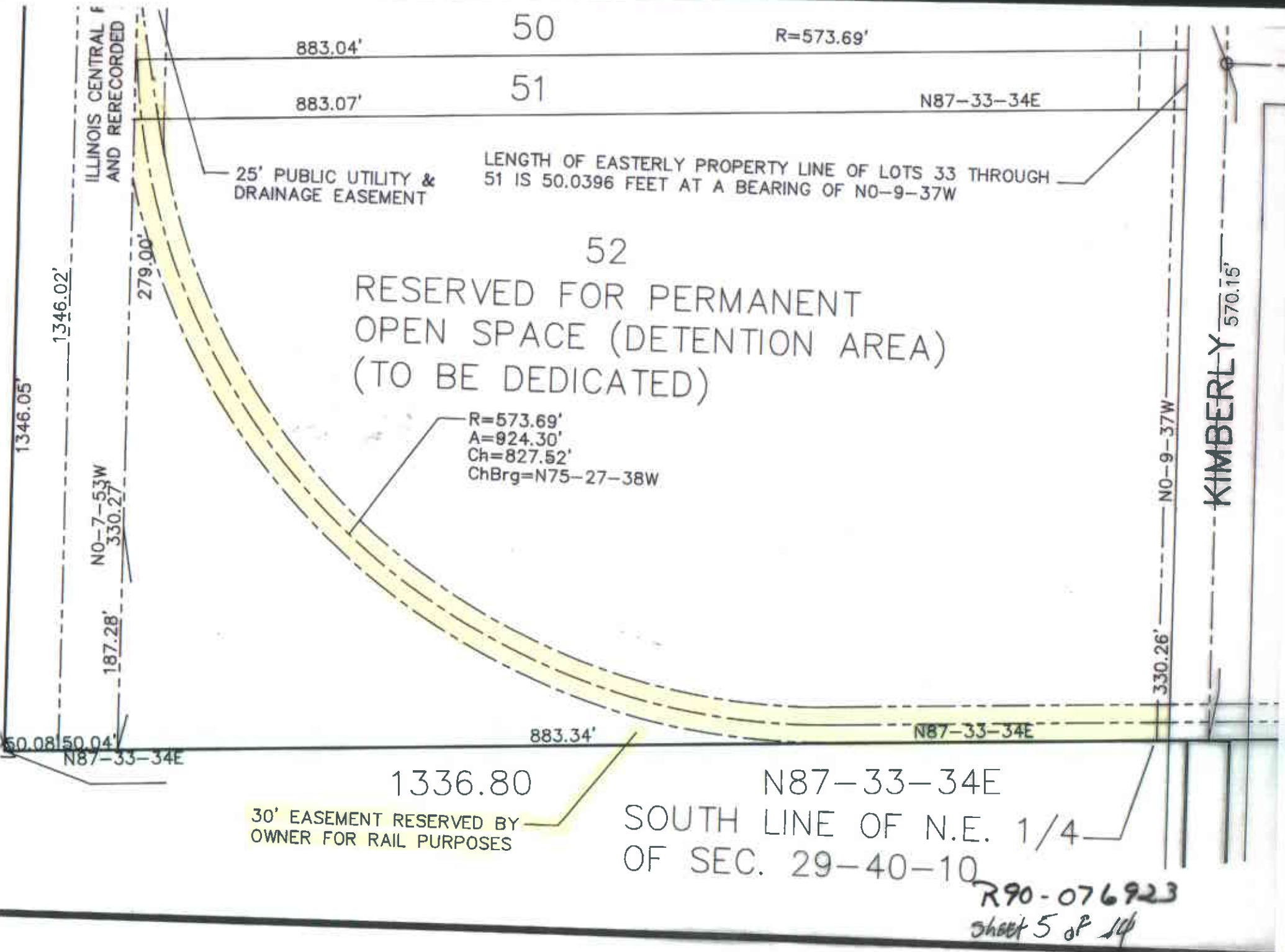
Village Clerk

COLONIAL BAG,

By: 


Secretary





50

R=573.69'

883.04'

51

883.07'

N87-33-34E

ILLINOIS CENTRAL F
AND RECORDED

25' PUBLIC UTILITY &
DRAINAGE EASEMENT

LENGTH OF EASTERLY PROPERTY LINE OF LOTS 33 THROUGH
51 IS 50.0396 FEET AT A BEARING OF N0-9-37W

52

RESERVED FOR PERMANENT
OPEN SPACE (DETENTION AREA)
(TO BE DEDICATED)

R=573.69'
A=924.30'
Ch=827.52'
ChBrg=N75-27-38W

1346.05'

1346.02'

279.00'

N0-7-53W
330.27'

187.28'

N0-9-37W

KIMBERLY 570.15'

330.26'

50.08' 50.04'
N87-33-34E

883.34'

N87-33-34E

1336.80

30' EASEMENT RESERVED BY
OWNER FOR RAIL PURPOSES

N87-33-34E
SOUTH LINE OF N.E. 1/4
OF SEC. 29-40-10

R90-076923
Sheet 5 of 14

K-1 10-19-09

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
ADT SECURITY SERVICES INC					
CHRGR CT 9/09-11/09	38.25	04101500	52297	SEWER SYSTEM MAINTENANCE	98253709
	<u>38.25</u>				
ADVOCATE OCCUPATIONAL HEALTH					
POLICEMEDICALEXAM	1,385.45	01510000	52228	PERSONNEL HIRING	355000
	<u>1,385.45</u>				
AFFY TAPPLE					
WRC OP HSE TAFFY APLS	378.80	04100100	53317	OPERATING SUPPLIES	0000250144
	<u>378.80</u>				
ALAMP CONCRETE CONTRACTORS					
WEST STREET/GUNDERSEN DR RECC	-24,927.80	11	21115	RETAINAGE - ALAMP CONCRETE	12884 20100068
WEST STREET/GUNDERSEN DR RECC	249,278.00	11740000	55486	ROADWAY CAPITAL IMPROVEMEN	12884 20100068
	<u>224,350.20</u>				
AMERICAN FIRST AID					
PWC 1ST AID SUPPLIES	101.93	01670100	53317	OPERATING SUPPLIES	75640
RESTOCK SUPPLIES	249.80	01650100	53317	OPERATING SUPPLIES	71693
	<u>351.73</u>				
AMERICAN MESSAGING					
SERV FOR SEPT	3.65	01642100	52243	PAGING	U1113407JL
SERV FOR SEPT	3.65	04201600	52243	PAGING	U1113407JL
SERV FOR SEPT	7.29	01662600	52243	PAGING	U1113407JL
SERV FOR SEPT	7.29	01690100	52243	PAGING	U1113407JL
SERV FOR SEPT	7.95	01670100	52243	PAGING	U1113407JL
SERV FOR SEPT	10.94	01662500	52243	PAGING	U1113407JL
SERV FOR SEPT	14.59	01662300	52243	PAGING	U1113407JL
SERV FOR SEPT	21.88	01664700	52243	PAGING	U1113407JL
SERV FOR SEPT	29.18	01662400	52243	PAGING	U1113407JL
SERV FOR SEPT	32.54	01660100	52243	PAGING	U1113407JL
SERV FOR SEPT	32.83	01662700	52243	PAGING	U1113407JL
SERV FOR SEPT	101.06	01670100	52243	PAGING	U1113407JL
	<u>272.85</u>				
AMERICAN PUBLIC WORKS ASSOCIATION					
NT'L CONFR-KNUDSEN	20.00	01622200	52223	TRAINING	351
	<u>20.00</u>				

AMERICAN WATER WORKS ASSOCIATION

J TURNER MEMBERSHIP	185.00	04200100	52234	DUES & SUBSCRIPTIONS	7000123686	
	<u>185.00</u>					

ANDY FRAIN SERVICES

ANNUAL CROSSING GUARD SERVICE:	13,999.16	01662300	52105	CROSSING GUARDS	136568	20100070
	<u>13,999.16</u>					

ARMANETTI'S

OCTOBERFEST SUPPLIES	19.38	01750000	52289	OCTOBERFEST	250217	
	<u>19.38</u>					

ASHLEY ELECTRIC CO

HARD WIRE FOR COMMAND VEHICLE	735.00	01680000	52212	AUTO MAINTENANCE & REPAIR	0109	
	<u>735.00</u>					

B & F TECHNICAL CODE

COMMERICAL INDUSTRIAL BUILDING I	1,860.00	01643700	52253	CONSULTANT	30783	20100064
PLAN REVIEWS 457 ST PAUL	4,059.00	01643700	52253	CONSULTANT	30755	2
PLAN REVIEWS 746 BLUFF ST	895.50	01643700	52253	CONSULTANT	30769	2
PLUMBING INSPECTIONS	1,153.60	01643700	52253	CONSULTANT	30782	3
	<u>7,968.10</u>					

BANFIELD

NECROPSY - CS40625	159.26	01662700	53317	OPERATING SUPPLIES	42175	
	<u>159.26</u>					

BARN OWL FEED & GARDEN CENTER

GRS SD WRC BK FIELD	87.75	01670400	53317	OPERATING SUPPLIES	072777	
SEED/MLCH RESTRTN	129.00	01670400	53317	OPERATING SUPPLIES	072292	
SUNNY MIX GRASS SEED	62.25	04201300	53317	OPERATING SUPPLIES	071727	
VOLUNTEER BBQ	14.05	01664773	53325	COMMUNITY RELATIONS	071492	
	<u>293.05</u>					

BATTERIES PLUS

72 ALKALINE D BATTERIES	68.34	01670100	53317	OPERATING SUPPLIES	296-197495	
	<u>68.34</u>					

BATTERY SERVICE CORPORATION

3 - BATTERIES	284.85	01696200	53354	PARTS PURCHASED	190858	
	<u>284.85</u>					

BATTERYHOUSE

12 - 24 PK AA BATTERIES	51.08	01670100	53317	OPERATING SUPPLIES	15474	
	<u>51.08</u>					

BAXTER & WOODMAN INC

CONSTRUCTION ENGINEERING SERV	3,260.00	04101500	54480	CONSTRUCTION	0146199	20100030
TUBEWAY DR PUMP STN REPL DESIG	3,251.86	04101500	54480	CONSTRUCTION	0146200	20100029

RECEIVED

WELL #2 PUMP RE PERMITTING	796.50	04201600	52244	MAINTENANCE & REPAIR	0146201
	<u>7,308.36</u>				
BEACON SSI INC					
1 DISPENSER RESETTING	158.00	01670100	53317	OPERATING SUPPLIES	0000063887
CHECK TANK #2 PROBE	170.03	01670100	53317	OPERATING SUPPLIES	0000064109
	<u>328.03</u>				
BRIAN KELLY					
ANNEXATION INCENTIVE	20,000.00	01650100	57499	CONTINGENCY	ANNX INCENTIVE
	<u>20,000.00</u>				
BUCK BROS INC					
2 TIRES	57.14	01670400	52212	AUTO MAINTENANCE & REPAIR	01295073
	<u>57.14</u>				
BUTERA MARKET					
VOL PICNIC	28.08	01664773	53325	COMMUNITY RELATIONS	2144416
	<u>28.08</u>				
C S CHAMBER OF COMMERCE					
GOLF OUTING DINNER	20.00	01590000	52222	MEETINGS	9369
	<u>20.00</u>				
C S FIRE PROTECTION DISTRICT					
PERMITS AUGUST/SEPT 2009	5,762.50	01	24416	DEPOSIT-FIRE DISTRICT PERMIT	09 AUG/SEPT
	<u>5,762.50</u>				
CAROYLN ASCHER LLC					
MNTHLY MTC-SEPT09	229.00	01680000	52244	MAINTENANCE & REPAIR	17076
	<u>229.00</u>				
CARQUEST AUTO PARTS					
AIR CHUCKS-N GARAGE	35.44	01670400	52212	AUTO MAINTENANCE & REPAIR	2420-15142
AIR FILTER,MOLD HOSE	88.05	01696200	53354	PARTS PURCHASED	2420-149764
BRAKE HARDWARE KIT	9.27	01696200	53354	PARTS PURCHASED	2420-151177
BRAKE LINES,FITTINGS	11.96	01696200	53354	PARTS PURCHASED	2420-150841
BRAKE PADS & ROTORS	172.93	01696200	53354	PARTS PURCHASED	2420-151158
BRAKE PADS & ROTORS	182.71	01696200	53354	PARTS PURCHASED	2420-151162
CONTROL MODULATOR	86.08	01696200	53354	PARTS PURCHASED	2420-149600
ELECTRIC FUEL PUMP	359.99	01696200	53354	PARTS PURCHASED	2420-149708
FITTINGS,BRAKE LINES	18.81	01696200	53354	PARTS PURCHASED	2420-150851
FUEL & OIL FILTERS	34.90	01696200	53354	PARTS PURCHASED	2420-149730
FUSE - #651	4.99	01696200	53354	PARTS PURCHASED	2420-150107
HD CLAMPS	8.12	01696200	53354	PARTS PURCHASED	2420-150315
HOSES,STAT,CAP,GASKET	176.36	01696200	53354	PARTS PURCHASED	2420-149798
IGNITION SWITCH	28.49	01696200	53354	PARTS PURCHASED	2420-150145
IGNITION WIRE SET	28.49	01696200	53354	PARTS PURCHASED	2420-149892
LD FUEL FILTER	38.13	01696200	53354	PARTS PURCHASED	2420-149795

OIL SEAL - TK 40	99.34	01696200	53354	PARTS PURCHASED	2420-149314
P/S ASSEMBLY+FRT	28.78	01696200	53354	PARTS PURCHASED	2420-149224
PREMIUM U-JOINT	19.78	01696200	53354	PARTS PURCHASED	2420-151538
RADIATOR HTR & HOSES	58.71	01696200	53354	PARTS PURCHASED	2420-149746
RET BRAKE LINES+FITTING	-11.96	01696200	53354	PARTS PURCHASED	2420-150859
RET CONTROL MODULE	-79.89	01696200	53354	PARTS PURCHASED	2420-149657
RETURNED PART	-6.19	01696200	53354	PARTS PURCHASED	008
TRANSMISSION FILTER	18.17	01696200	53354	PARTS PURCHASED	2420-150825
TRANSMISSION FILTER	21.27	01696200	53354	PARTS PURCHASED	2420-149707
XL THICKSTER GLOVES	28.56	01696200	53317	OPERATING SUPPLIES	2420-149287
	<u>1,461.29</u>				

CDW GOVERNMENT INC

APC BACKUP	56.78	04200100	54413	COMPUTER EQUIPMENT	QGY5906
FAULTY SRG PROTECTOR	-240.00	01662600	53317	OPERATING SUPPLIES	QCN8381
SUPPLIES	-707.75	01652800	54412	OTHER EQUIPMENT	NK24227CR
REPLACE PRINTER	1,594.29	01662400	54413	COMPUTER EQUIPMENT	QDF3670
SOFTWARE (NEWSLETTER)	575.00	01650100	52255	SOFTWARE MAINTENANCE	PZP0509
SURGE PROTECTOR	121.74	01662600	53317	OPERATING SUPPLIES	QBM5770
UPS SCADA	84.07	01652800	54413	COMPUTER EQUIPMENT	QBM5770
	<u>1,484.13</u>				

CENTERLEN SERVICES

RPR TC FREEZER	115.53	01680000	53381	TC MAINTENANCE & SUPPLIES	24474
	<u>115.53</u>				

CENTRAL SOD FARM

KENTUCKY BLUE GRASS	24.75	01670400	53317	OPERATING SUPPLIES	23330
	<u>24.75</u>				

CHARLES MCGUIRE

PER DIEM MOSSBERG TRNG 11/4 & 11	62.00	01662700	52223	TRAINING	MOSSBERG TRNG
	<u>62.00</u>				

CHICAGO PARTS AND SOUND

BATTERY,SENSORKIT+ASY	396.64	01696200	53354	PARTS PURCHASED	322278
BRAKE ROTOR ASMS-#40	627.58	01696200	53354	PARTS PURCHASED	322266
PAD,ROTOR ASYS,KIT	435.33	01696200	53354	PARTS PURCHASED	323788
RETURNED PRODUCTS	-558.68	01696200	53354	PARTS PURCHASED	322627
ROTORASYS,KIT-LINING	482.28	01696200	53354	PARTS PURCHASED	322061
STARTER MOTOR ASY-#37	150.70	01696200	53354	PARTS PURCHASED	322391
	<u>1,533.85</u>				

CHRISTOPHER B BURKE ENGR LTD

SERV'S AUGUST 30 THRU SEPT 26	964.50	01622200	52253	CONSULTANT	90130	20100035
SERV'S FROM AUG 30TH TO SEPT 26	471.00	01622200	52253	CONSULTANT	90129	20100035
	<u>1,435.50</u>					

CIOSEK TREE SERVICE INC

TREE REMOVAL CONTRACT	15,780.00	01670700	52268	TREE MAINTENANCE	SEPT 30TH	20100050
	<u>15,780.00</u>					

COMED

SERV FROM 08/28 THRU 09/21	9.33	06320000	52248	ELECTRICITY	5904042016-SEPT	
SERV FROM 09/11 THRU 10/09	50.14	06320000	52248	ELECTRICITY	1083101009-SEPT	
	<u>59.47</u>					

CONCEPT COMMERCIAL COMMUNICATIONS INC

NEW KENWOOD RADIO	599.00	01670200	54417	RADIOS	145590	
	<u>599.00</u>					

COOK COUNTY SHERIFFS POLICE DEPT

2 REGIS- D DUNTEMAN & DAN DAUGE	196.32	01662700	52223	TRAINING	OCT 21-23 2009	
	<u>196.32</u>					

COP QUEST INC

DRUG TEST KITS	242.10	01662700	53317	OPERATING SUPPLIES	172762	
	<u>242.10</u>					

COSTCO WHOLESALE

SUPPLIES	248.87	01650100	53380	VENDING MACHINE SUPPLIES	8-61005 9/27/09	
SUPPLIES	470.67	01600000	52242	EMPLOYEE RECOGNITION	8-61005 9/27/09	
	<u>719.54</u>					

DAILY HERALD

27W110 NORTH	69.00	01530000	52240	PUBLIC NOTICES/INFOR	T4176184	
27W177 VALE	69.00	01530000	52240	PUBLIC NOTICES/INFOR	T4176178	
PUBLIC NOTICE	75.00	01530000	52240	PUBLIC NOTICES/INFOR	T4175256	
	<u>213.00</u>					

DASH MEDICAL GLOVES

DISPOSABLE GLOVES	239.60	01662700	53317	OPERATING SUPPLIES	439464	
	<u>239.60</u>					

DAVID G BAKER

HISTORICAL RNDTABLE TAPING -FIRE	150.00	01650100	52253	CONSULTANT	100609	
VLG BOARD MTG 10/05/09	100.00	01650100	52253	CONSULTANT	100509	
	<u>250.00</u>					

DELL MARKETING LP

HARD DRIVE	165.00	01652800	54412	OTHER EQUIPMENT	XDCMF8F37	20100062
INK CARTRIDGE	256.67	01610100	53317	OPERATING SUPPLIES	XDCMMXR33	
MEMORY FOR SERVERS	10,859.40	01652800	54412	OTHER EQUIPMENT	XDCMK3JJ2	20100062
YELLOW TONER CARTRIDGE	236.21	01662400	53317	OPERATING SUPPLIES	XDDCC8991	
	<u>11,517.28</u>					

DICKS SPORTING GOODS

CLOTH ALLOW - TAX	79.99	01664700	53324	UNIFORMS	153590	
	79.99					
DPA LASER SERVICES INC						
PRINTER CARTRIDGES	300.00	01662456	53314	OFFICE SUPPLIES	8357	
TONER CART	40.27	01662456	53314	OFFICE SUPPLIES	8370	
TONER CART	48.00	01660156	53314	OFFICE SUPPLIES	8370	
TONER CART	138.98	01662656	53314	OFFICE SUPPLIES	8370	
TONER CART	149.00	01662756	53314	OFFICE SUPPLIES	8370	
	676.25					
DRESSBARN						
CLOTH ALLOW-LARSEN	34.99	01662400	53324	UNIFORMS	73683	
	34.99					
DU COMM						
ANNUAL MEMBERSHIP FEES- QUARTE	6,977.50	01662300	52245	GENERAL COMMUNICATIONS	13956	20100033
ANNUAL MEMBERSHIP FEES- QUARTE	9,768.50	01660100	52245	GENERAL COMMUNICATIONS	13956	20100033
ANNUAL MEMBERSHIP FEES- QUARTE	11,164.25	01662400	52245	GENERAL COMMUNICATIONS	13956	20100033
ANNUAL MEMBERSHIP FEES- QUARTE	13,955.25	01664700	52245	GENERAL COMMUNICATIONS	13956	20100033
ANNUAL MEMBERSHIP FEES- QUARTE	97,686.50	01662700	52245	GENERAL COMMUNICATIONS	13956	20100033
	139,552.00					
DUPAGE AUTO BATH						
CAR WASHES ADMIN	93.25	01660151	52212	AUTO MAINTENANCE & REPAIR	APR/MY/JUNE	
CAR WASHES DETECTIVES	47.25	01662451	52212	AUTO MAINTENANCE & REPAIR	APR/MY/JUNE	
CAR WASHES PATROL	297.00	01662751	52212	AUTO MAINTENANCE & REPAIR	APR/MY/JUNE	
CAR WASHES SOU	63.00	01664751	52212	AUTO MAINTENANCE & REPAIR	APR/MY/JUNE	
CAR WASHES TRAFFIC	19.75	01662351	52212	AUTO MAINTENANCE & REPAIR	APR/MY/JUNE	
	520.25					
DUPAGE CO TREASURER						
TAXI COUPONS 595203-595802	3,000.00	01520000	52250	DIAL-A-RIDE	678	
	3,000.00					
DUPAGE COUNTY POLICE CHIEF'S SECR ASSN						
SLEAP LUNCHEON FOR FORD 12/09	19.00	01660100	52222	MEETINGS	HOLIDAY LUNCH-FORI	
TONI FORD MEMBERSHIP DUES 2009/	30.00	01660100	52234	DUES & SUBSCRIPTIONS	DUES	
	49.00					
DUPAGE DODGE CHRYSLER JEEP INC						
ACTUATOR-P	55.31	01696200	53354	PARTS PURCHASED	7500	
	55.31					
DUPAGE JUVENILE OFFICERS ASSOCIATION						
REGIS FOR SEMINAR ON OCT 28TH 2C	75.00	01662400	52223	TRAINING	WELLS, HARRISON	
REGIS FOR SEMINAR ON OCT 28TH 2C	75.00	01664700	52223	TRAINING	WELLS, HARRISON	
	150.00					

DUPAGE MAYORS AND MANAGERS CONFERENCE

CREATIVE FINANCING TOOLS	49.00	01590000	52222	MEETINGS	BREINIG
	<u>49.00</u>				

EBAY INC

SEIZED CARS-AUG 09	69.75	01664700	53317	OPERATING SUPPLIES	083109528896
	<u>69.75</u>				

ELECTRICAL CONTRACTORS INC

FRONT GATE REPAIRS	180.00	01670400	52244	MAINTENANCE & REPAIR	52188
	<u>180.00</u>				

ENGINEERING RESOURCE ASSOCIATES INC

PHASE III CONSTRUCTION ADM FOR T	3,545.56	11740000	55486	ROADWAY CAPITAL IMPROVEMEN	290802.02	20100067
	<u>3,545.56</u>					

EXTERIOR CONSTRUCTION SPECIALISTS

	-7,700.00	01	21346	RETAINAGE - EXTERIOR CONSTRI	JH09-237	20100060
ROOF REPLACEMENT OF SAND FILTE	38,048.50	01670400	52244	MAINTENANCE & REPAIR	JH09-237	20100060
ROOF REPLACEMENT OF SAND FILTE	38,048.50	04201600	52244	MAINTENANCE & REPAIR	JH09-237	20100060
	<u>68,397.00</u>					

FACTORY MOTOR PARTS

GAS FILTER - #218	66.62	01696200	53354	PARTS PURCHASED	63-014911
NEW ALTERNATOR	254.10	01696200	53354	PARTS PURCHASED	50-109649
	<u>320.72</u>				

FIRST ENVIROMENTAL LABORATORIES INC

PRIORITY POLLUTANT	2,043.00	04101200	52279	LAB SERVICES	82281
	<u>2,043.00</u>				

FRESH & SILK FLOWERS

KEITH ANDERSON-FLOWER	50.00	01600000	52242	EMPLOYEE RECOGNITION	0004
ROSES-PAT QUINN PARTY	48.00	01600000	52242	EMPLOYEE RECOGNITION	0001
	<u>98.00</u>				

GAS PURCHASES-MASTERCARD

GAS-INFINITI	47.37	01664700	53313	AUTO GAS & OIL	105304
	<u>47.37</u>				

GERMAN CORNER LLC

CUPS/TBL CVR OKTOBERFEST	85.67	01750000	52289	OCTOBERFEST	27959
	<u>85.67</u>				

GLENN HARKER

PER DIEM FOR CPL HARKER MOSSBE	62.00	01662700	52223	TRAINING	MOSSBERG 11/4-5
	<u>62.00</u>				

GLORIA DEI LUTHERAN SCHOOL

IM MEMORY OF BRUCE W SIEGER	100.00	01600000	52242	EMPLOYEE RECOGNITION	DONATIO-B SIEGER
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	<u>100.00</u>				
GORDON FLESCH COMPANY INC					
COPR MTC 8/09-8/10	515.00	01660100	52226	OFFICE EQUIPMENT MAINTENANC	OLK919
REC COPR 7/28-8/28	158.54	01662600	52226	OFFICE EQUIPMENT MAINTENANC	OLW922
SS COPR 8/09-8/10	315.00	01662500	52226	OFFICE EQUIPMENT MAINTENANC	OLR463
	<u>988.54</u>				
GRAPHICS PRODUCTS INC					
ST LT MARKING TAPE	580.75	01670300	52271	STREET LIGHT MAINTENANCE	2253834-IN
	<u>580.75</u>				
HARRINGTON INDUSTRIAL PLASTICS					
NIP,ADPT,CAP,BUSH	268.79	01670200	53317	OPERATING SUPPLIES	02377234
	<u>268.79</u>				
HD SUPPLY WATERWORKS					
20 CURB BOX LIDS	219.40	04201600	53317	OPERATING SUPPLIES	9470186
6 CLAVAL PARTS	710.00	04201600	53317	OPERATING SUPPLIES	9311817
6 CURB BOX LIDS	65.82	04201600	53317	OPERATING SUPPLIES	9432376
6 OIL PLUGS	18.00	04201600	53317	OPERATING SUPPLIES	9310101
	<u>1,013.22</u>				
HOME DEPOT					
9V BATTERY PACK	5.97	04201600	53317	OPERATING SUPPLIES	0561241
AIR VALVE ,BATTERIES	41.48	01696200	52284	EQUIPMENT MAINTENANCE	0203661
CEMENT,TEES,FITTINGS	15.97	01670200	53317	OPERATING SUPPLIES	0277947
CN PLUG LIT 24" FRME	67.87	01670200	53317	OPERATING SUPPLIES	0189787
CREDIT FOR TAX	-0.84	01696200	53317	OPERATING SUPPLIES	0638015CR
GLOVES,6PK COVER	26.88	04201600	53317	OPERATING SUPPLIES	0201558
GLOVES,KNIFE,PLIER,TH	78.74	04101500	52297	SEWER SYSTEM MAINTENANCE	0272690
GORILLA EPOXY, TUBING	133.71	01670300	53317	OPERATING SUPPLIES	0230144
RLLS-STP BARS,XWLKS	15.24	01670400	53317	OPERATING SUPPLIES	1943-86757
RLRS PRK LOT STRIPG	24.85	01670400	53317	OPERATING SUPPLIES	2085132
SCREWS, FITTINGS	20.43	01670200	53317	OPERATING SUPPLIES	05925896
SUPPLIES	5.96	04201600	53317	OPERATING SUPPLIES	0262378
	<u>436.26</u>				
HOTELS-MASTERCARD					
HOTEL NAT'L CF-KNUDSN	741.35	01622200	52223	TRAINING	5415XQL
	<u>741.35</u>				
HUNDRED CLUB OF DUPAGE COUNTY					
4-ANNUAL BANQUET FEES	180.00	01660100	52222	MEETINGS	10/28/09 BANQUET
	<u>180.00</u>				
I A A P					
OFFICE PRO-T FORD	25.00	01660100	52234	DUES & SUBSCRIPTIONS	93815576

		<u>25.00</u>				
IRMA						
SEPT DEDUCTIBLE	3,332.95	01650100	52215	IRMA DEDUCTIBLES	SEPT DEDUCT 9241	
SEPT OPTIONAL DEDUCTIBLE	-2,641.91	01650100	52215	IRMA DEDUCTIBLES	SEPT OPTIONAL 11620	
	<u>691.04</u>					
ICI PAINT-STORE #0478						
PAINT-MTC SUPPLIES	43.80	01680000	53381	TC MAINTENANCE & SUPPLIES	161054	
	<u>43.80</u>					
IDENTI-KIT SOLUTIONS						
IDENTIKIT ANNUAL FEE	408.00	01662400	52255	SOFTWARE MAINTENANCE	98885	
	<u>408.00</u>					
ILEETA						
ILEETA CONFER STELMAR	345.00	01660100	52223	TRAINING	2010CON/001	
	<u>345.00</u>					
ILL FIRE & POLICE COMMISSIONERS ASSN						
ANNUAL MEMBERSHIP -IEPCA /CARYL	375.00	01510000	52234	DUES & SUBSCRIPTIONS	10/01/2009	
	<u>375.00</u>					
ILLINOIS DEPT OF FINANCIAL & PROF REGULA						
PROF ENG LIC-GLEES	61.50	01640100	52234	DUES & SUBSCRIPTIONS	062039404	
	<u>61.50</u>					
ILLINOIS PAPER COMPANY						
COPY PAPER	3,663.75	01650100	52231	COPY EXPENSE	829691-0	
	<u>3,663.75</u>					
ILLINOIS RECYCLING ASSOCIATION						
RECYC OAKLEY SEMINAR	75.00	01650100	52223	TRAINING	8/24/09	
	<u>75.00</u>					
ILLINOIS SECRETARY OF STATE						
SEIZED VEHICLE TITLE FOR CRAIG RL	65.00	01664700	53317	OPERATING SUPPLIES	1997 FORD SEIZED VE	
	<u>65.00</u>					
ILLINOIS SECTION A W W A						
PLUMB BASIC KRAUSER	60.00	04201600	52223	TRAINING	8351	
REG UPDATE -KRAUSER	60.00	04101500	52223	TRAINING	8351	
SCADA CLASS -STRIKE	60.00	04100100	52223	TRAINING	8351	
WTR TANKS OLSEN,ZAMECNIK	120.00	04200100	52223	TRAINING	8359	
	<u>300.00</u>					
ILLINOIS STATE POLICE						
ORI IL 022040L FUNDS FOR COST CTF	600.00	01660100	53317	OPERATING SUPPLIES	ACCT 1598	
	<u>600.00</u>					

ILLINOIS TACTICAL OFFICERS ASSN

ITOACONF REG KONIOR	265.00	01662700	52223	TRAINING	8633
ITOACONF REG PASKEVIC	265.00	01662700	52223	TRAINING	8632
ITOACONF REGSCHNEIDER	265.00	01664700	52223	TRAINING	8634
	<u>795.00</u>				

INSIGHT TECHNOLOGY INC

AR15 BULBS FOR LIGHT	90.14	01662700	53317	OPERATING SUPPLIES	020637
	<u>90.14</u>				

JULIE INC

LOCATES THRU SEPTEMBER 2009	414.50	01670300	52272	PROPERTY MAINTENANCE(NPDES	09-09-0355
LOCATES THRU SEPTEMBER 2009	414.50	04101500	52272	PROPERTY MAINTENANCE(NPDES	09-09-0355
LOCATES THRU SEPTEMBER 2009	414.50	04201600	52272	PROPERTY MAINTENANCE(NPDES	09-09-0355
	<u>1,243.50</u>				

JC SCHULTZ ENTERPRIZE INC

US & IL FLAGS	285.84	01680000	53319	MAINTENANCE SUPPLIES	212815
	<u>285.84</u>				

JEWEL-OSCO

GROCERIES EMP REC BBQ	8.99	01600000	52242	EMPLOYEE RECOGNITION	030114175
GROCERIES EMP REC BBQ	94.17	01600000	52242	EMPLOYEE RECOGNITION	100061107
	<u>103.16</u>				

JOE COTTON FORD

HEATER HOSE	108.95	01696200	53354	PARTS PURCHASED	281635
RETURNED HOSE	-108.95	01696200	53354	PARTS PURCHASED	CM281635
	<u>0.00</u>				

JOHN JUNGERS

REIMBURSEMENT FOR MEALS FOR TF	110.00	01662300	52223	TRAINING	ICAP CONFR 10/5
	<u>110.00</u>				

JOHN L FIOTI

LEGAL SERVICES FOR OCT 14 2009	131.25	01662300	52310	ATLE LEGAL ADJUDICATION	CS 11
	<u>131.25</u>				

JULIE JOHNSON-ZALAK

REIMBURSEMENT FOR MEALS	110.00	01662700	52223	TRAINING	10/5 ICAP CONFR
	<u>110.00</u>				

KARA COMPANY INC

FIELD BOOKS	37.94	01622200	53317	OPERATING SUPPLIES	143025
	<u>37.94</u>				

KOHL'S

CLOTH ALLOW - GARZA	125.72	01664700	53324	UNIFORMS	2582591
CLOTH ALLOW-RUDELICH	130.77	01664700	53324	UNIFORMS	322/06/5678/

CLOTH ALLW-B PECE	99.98	01664700	53324	UNIFORMS	65/0001/8989
	<u>356.47</u>				
LAWSON PRODUCTS					
1/4+7/16 FLAT WASHERS	24.32	01696200	53354	PARTS PURCHASED	8389657
10X LIGHT LO UPE TOOL	32.22	01696200	53316	TOOLS	8389658
REGENCY DRILL/RMR SET	214.27	01696200	53316	TOOLS	8389657
	<u>270.81</u>				
LOWE'S HOME CENTERS					
COUP,ELB,TEE,CAP,VALVE	147.66	01670200	53317	OPERATING SUPPLIES	12114
FIRE EXTINGUISHER/CAR	99.94	01662700	53317	OPERATING SUPPLIES	14443
MAINT SUPPLIES	5.47	01680000	53319	MAINTENANCE SUPPLIES	10926
MAINT SUPPLIES	26.79	01680000	53319	MAINTENANCE SUPPLIES	14201
MAINT SUPPLIES	50.00	01680000	53319	MAINTENANCE SUPPLIES	02667
MAINT SUPPLIES	50.00	01680000	53319	MAINTENANCE SUPPLIES	14220
MAINT SUPPLIES	75.98	01680000	53319	MAINTENANCE SUPPLIES	09303
MATC SUPPLIES	84.65	01680000	53319	MAINTENANCE SUPPLIES	02657
MTC SUPPLIES	38.20	01680000	53319	MAINTENANCE SUPPLIES	09248
PAINT THINNER-MTC	15.98	01680000	53381	TC MAINTENANCE & SUPPLIES	14868
PAINT-BRD RM VLG HL	21.98	01680000	53319	MAINTENANCE SUPPLIES	14405
PAINT-BRD RM VLG HL	29.95	01680000	53319	MAINTENANCE SUPPLIES	14669
PARTS-TC FREEZER	5.05	01680000	53381	TC MAINTENANCE & SUPPLIES	13346
PIPE,COUP,PRIMER,CEMENT	60.57	01670200	53317	OPERATING SUPPLIES	14048
RTN MTC SUPPLIES	-11.51	01680000	53319	MAINTENANCE SUPPLIES	2657CR
WTRTIGHT GROUND PLUG	9.91	01670300	53317	OPERATING SUPPLIES	13169 09-02
	<u>710.62</u>				
MARKLUND CHILDRENS HOME					
FORMER VLG PRES JOHN SCHWEIZEI	100.00	01600000	52242	EMPLOYEE RECOGNITION	DONATION
	<u>100.00</u>				
MEADE ELECTRIC COMPANY INC					
TRAF SIG MAINT AUG 09	150.00	06320000	52244	MAINTENANCE & REPAIR	642614
	<u>150.00</u>				
MIDWAY TRUCK PARTS					
REB STARTER - #543	278.00	01696200	53354	PARTS PURCHASED	568948
TK 83 - 5" STACK PIPE	57.20	01696200	53354	PARTS PURCHASED	569058
	<u>335.20</u>				
MINUTEMAN PRESS					
CAFR COVERS	158.68	01612900	53315	PRINTED MATERIALS	25316
	<u>158.68</u>				
MORONI LAW OFFICES					
PROCUTORS SERV'S FOR AUGUST	2,700.00	01570000	52235	LEGAL FEES-PROSECUTION	AUGUST 2009
	<u>2,700.00</u>				

MR SITCO

METER READS SEPT 09	1,626.30	04103100	52221	UTILITY BILL PROCESSING	50495
METER READS SEPT 09	1,626.30	04203100	52221	UTILITY BILL PROCESSING	50495
	<u>3,252.60</u>				

MULTI PRINTING SOLUTIONS

COMPLAINT TICKET BOOK	1,649.85	01662700	53315	PRINTED MATERIALS	0208380
WARNING TICKETS	998.84	01662700	53315	PRINTED MATERIALS	208288
	<u>2,648.69</u>				

NAPA AUTO CENTER

ELECTRIC CONNECTOR	4.49	01696200	53354	PARTS PURCHASED	3586743
FLS-40 FUSE	5.78	01696200	53354	PARTS PURCHASED	045817
FLS-40 FUSE	8.67	01696200	53354	PARTS PURCHASED	045854
RETURNED PARTS	-75.83	01696200	53354	PARTS PURCHASED	043011CR
RETURNED PARTS	-23.28	01696200	53354	PARTS PURCHASED	045163
	<u>-80.17</u>				

NATIONAL ASSN OF SOCIAL WORKERS

RNWL DUES M THOMAS	190.00	01662500	52234	DUES & SUBSCRIPTIONS	884603465
	<u>190.00</u>				

NEENAH FOUNDRY COMPANY

3 ROLL GRATES	465.00	01670600	53317	OPERATING SUPPLIES	879659
4 ROLL GRATES+1GRATE	690.00	01670600	53317	OPERATING SUPPLIES	884955
	<u>1,155.00</u>				

NEOPOST LEASING

LEASE SEPT 09	422.44	01650100	52226	OFFICE EQUIPMENT MAINTENANC	N967828
	<u>422.44</u>				

NEW YORK & CO

CLOTH ALLOW-NICKLES	173.74	01662400	53324	UNIFORMS	5070
	<u>173.74</u>				

NEXTEL COMMUNICATIONS

SERVS JUN 24- JUL 23	22.71	04203100	52230	TELEPHONE	760300514090
SERVS JUN 24- JUL 23	48.43	01680000	52230	TELEPHONE	760300514090
SERVS JUN 24- JUL 23	53.28	01662500	52230	TELEPHONE	760300514090
SERVS JUN 24- JUL 23	88.56	01662300	52230	TELEPHONE	760300514090
SERVS JUN 24- JUL 23	101.57	01643700	52230	TELEPHONE	760300514090
SERVS JUN 24- JUL 23	114.40	01662700	52230	TELEPHONE	760300514090
SERVS JUN 24- JUL 23	122.61	01652800	52230	TELEPHONE	760300514090
SERVS JUN 24- JUL 23	125.16	04201600	52230	TELEPHONE	760300514090
SERVS JUN 24- JUL 23	184.53	01670100	52230	TELEPHONE	760300514090
SERVS JUN 24- JUL 23	187.12	01664700	52230	TELEPHONE	760300514090
SERVS JUN 24- JUL 23	249.71	01662400	52230	TELEPHONE	760300514090
SERVS JUN 24- JUL 23	357.27	01660100	52230	TELEPHONE	760300514090

SERVS JUN 24-JUL 23	8.78	01622300	52230	TELEPHONE	760300514090
SERVS JUN 24-JUL 23	17.45	01623100	52230	TELEPHONE	760300514090
SERVS JUN 24-JUL 23	22.69	01642100	52230	TELEPHONE	760300514090
SERVS JUN 24-JUL 23	31.89	01621900	52230	TELEPHONE	760300514090
SERVS JUN 24-JUL 23	40.55	01621300	52230	TELEPHONE	760300514090
SERVS JUN 24-JUL 23	56.43	01610100	52230	TELEPHONE	760300514090
SERVS JUN 24-JUL 23	62.68	01600000	52230	TELEPHONE	760300514090
SERVS JUN 24-JUL 23	63.66	01622200	52230	TELEPHONE	760300514090
SERVS JUN 24-JUL 23	64.04	01640100	52230	TELEPHONE	760300514090
SERVS JUN 24-JUL 23	127.20	01620100	52230	TELEPHONE	760300514090
SERVS JUN 24-JUL 23	269.13	01560000	52230	TELEPHONE	760300514090
SERVS MAY 24-JUN 23	8.74	01622300	52230	TELEPHONE	76030514089A
SERVS MAY 24-JUN 23	17.48	01623100	52230	TELEPHONE	76030514089A
SERVS MAY 24-JUN 23	22.49	01642100	52230	TELEPHONE	76030514089A
SERVS MAY 24-JUN 23	22.49	04203100	52230	TELEPHONE	76030514089A
SERVS MAY 24-JUN 23	32.05	01621900	52230	TELEPHONE	76030514089A
SERVS MAY 24-JUN 23	40.79	01621300	52230	TELEPHONE	76030514089A
SERVS MAY 24-JUN 23	44.98	01680000	52230	TELEPHONE	76030514089A
SERVS MAY 24-JUN 23	52.96	01662500	52230	TELEPHONE	76030514089A
SERVS MAY 24-JUN 23	56.23	01610100	52230	TELEPHONE	76030514089A
SERVS MAY 24-JUN 23	62.48	01600000	52230	TELEPHONE	76030514089A
SERVS MAY 24-JUN 23	62.93	01640100	52230	TELEPHONE	76030514089A
SERVS MAY 24-JUN 23	64.10	01622200	52230	TELEPHONE	76030514089A
SERVS MAY 24-JUN 23	85.90	01662300	52230	TELEPHONE	76030514089A
SERVS MAY 24-JUN 23	92.04	01662700	52230	TELEPHONE	76030514089A
SERVS MAY 24-JUN 23	101.21	01643700	52230	TELEPHONE	76030514089A
SERVS MAY 24-JUN 23	116.03	04201600	52230	TELEPHONE	76030514089A
SERVS MAY 24-JUN 23	123.12	01652800	52230	TELEPHONE	76030514089A
SERVS MAY 24-JUN 23	128.20	01620100	52230	TELEPHONE	76030514089A
SERVS MAY 24-JUN 23	171.17	01662400	52230	TELEPHONE	76030514089A
SERVS MAY 24-JUN 23	182.95	01664700	52230	TELEPHONE	76030514089A
SERVS MAY 24-JUN 23	184.44	01670100	52230	TELEPHONE	76030514089A
SERVS MAY 24-JUN 23	278.30	01560000	52230	TELEPHONE	76030514089A
SERVS MAY 24-JUN 23	346.97	01660100	52230	TELEPHONE	76030514089A
	4,717.90				

NICOR GAS

SERV FROM 09/22/09 THR 10/12/09	54.31	04201600	52277	HEATING GAS	86-60-60-1117-8 SEPT
SERV FROM 8/21 THRU 9/22-FARMHOL	28.84	01680000	52277	HEATING GAS	4721121000 8/21-9/22
	83.15				

NORTH GARY AUTO CARE ENTER

TIRE	69.90	01664700	53317	OPERATING SUPPLIES	50346
	69.90				

NORTHERN ILLINOIS UNIVERSITY

TALAVERA/LARSEN	475.00	01652800	52223	TRAINING	GMIS CONF
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		<u>475.00</u>				
OCE IMAGISTICS INC						
AUG 2009 MTC	15.09	01670100	52231	COPY EXPENSE	412904751	
		<u>15.09</u>				
OFFICE DEPOT						
CERTIFICATE FOLDERS	14.28	01650100	53314	OFFICE SUPPLIES	488712810001	
CPA SUPPLIES	152.28	01664776	53325	COMMUNITY RELATIONS	488920385001	
GAR OFFICE SUPPLIES	14.94	01690100	53314	OFFICE SUPPLIES	488910650001	
INK CARTRIDGE	162.82	01613000	53317	OPERATING SUPPLIES	485172450001	
OFFICE SUPPLIES	3.90	01610100	53314	OFFICE SUPPLIES	488278351001	
OFFICE SUPPLIES	4.00	04203100	53314	OFFICE SUPPLIES	488278351001	
OFFICE SUPPLIES	6.88	01613000	53314	OFFICE SUPPLIES	485172450001	
OFFICE SUPPLIES	11.40	01620100	53314	OFFICE SUPPLIES	488741413001	
OFFICE SUPPLIES	12.01	01612900	53314	OFFICE SUPPLIES	485322534001	
OFFICE SUPPLIES	13.70	01612900	53314	OFFICE SUPPLIES	488278351001	
OFFICE SUPPLIES	23.72	01620100	53314	OFFICE SUPPLIES	486552331001	
OFFICE SUPPLIES	36.86	01613000	53314	OFFICE SUPPLIES	488278351001	
OFFICE SUPPLIES	38.20	01612900	53314	OFFICE SUPPLIES	485172450001	
OFFICE SUPPLIES	56.04	01652800	53314	OFFICE SUPPLIES	487119879001	
PAPER-OKTOBERFEST	17.05	01750000	52289	OCTOBERFEST	487119879001	
PHONE HEAD SET	430.58	01643700	53350	SMALL EQUIPMENT EXPENSE	487396326	
PORTFOLIO(FOLDERS)	13.50	01600000	53314	OFFICE SUPPLIES	486759985	
ST OFFICE SUPPLIES	53.89	01670100	53314	OFFICE SUPPLIES	488910650001	
WTR OFFICE SUPPLIES	14.00	04200100	53314	OFFICE SUPPLIES	488910650001	
		<u>1,080.05</u>				
OMI						
WRC OPERATIONS	132,588.92	04101100	52262	OMI CONTRACT	47017	20100045
		<u>132,588.92</u>				
P & M MERCURY MECHANIC						
HAVC MTC & REPR	363.00	01680000	52244	MAINTENANCE & REPAIR	53295	
		<u>363.00</u>				
PAVIA MARTING & CO						
BRIDGE & CULVERT INSPECTIONS FO	5,436.87	01622200	52253	CONSULTANT	0090316	20100071
		<u>5,436.87</u>				
PLATINUM POOLCARE AQUATECH LTD						
FOUNTAIN SERVICE	1,426.17	01680000	52219	TC MAINTENANCE	013944	20100051
		<u>1,426.17</u>				
PORTER LEE CORPORATION						
ANNUALSUPPT FEE BEAST	1,050.00	01662400	52255	SOFTWARE MAINTENANCE	8152	
		<u>1,050.00</u>				
PROFILE GRAPHICS INC						

FALL 2009 CORRESPONDENT NEWSLI	4,522.42	01520000	52240	PUBLIC NOTICES/INFORMATION	8439
	<u>4,522.42</u>				
PUBLIC STORAGE 28162					
STORAGE FEE-OCT 2009	219.00	01662400	53317	OPERATING SUPPLIES	28162/108178
	<u>219.00</u>				
RADCO COMMUNICATIONS INC					
614 EMERG EQUIPMENT	1,245.65	01662700	53350	SMALL EQUIPMENT EXPENSE	74351
645 OPTICOM REPAIR	30.00	01664700	52212	AUTO MAINTENANCE & REPAIR	74298
676 LIGHTBAR REPAIR	16.00	01662750	52212	AUTO MAINTENANCE & REPAIR	74324
INSTALL&PARTS-614	2,546.97	01662752	52212	AUTO MAINTENANCE & REPAIR	74351
	<u>3,838.62</u>				
RAY O'HERRON CO					
CLOTH ALLOW-RUDELICH	39.95	01664700	53324	UNIFORMS	0011218
	<u>39.95</u>				
REINDERS INC					
TC SO FIELD-BROAD LEA	120.00	01680000	52219	TC MAINTENANCE	4100819-00
	<u>120.00</u>				
RESOURCE UTILITY SUPPLY CO					
ECLIPSE #2 YD HYDRANT	999.00	04201600	53317	OPERATING SUPPLIES	061832
	<u>999.00</u>				
RESTAURANT-MASTERCARD					
BD. WORKING MEETING	156.20	01520000	52222	MEETINGS	09/08/09
	<u>156.20</u>				
ROBERT W MCALLISTER					
GRIEVANCE CANCELLATION HEARING	1,200.00	01570000	52238	LEGAL FEES	10/5/09
	<u>1,200.00</u>				
SCHWAAB INC					
SIGNATURE STAMP	36.49	01643700	53314	OFFICE SUPPLIES	Y39130
	<u>36.49</u>				
SEALMASTER CHICAGO					
WHT+YLW PAINT	545.94	01670300	53317	OPERATING SUPPLIES	24257
YELLOW LIQ PAINT	547.14	01670400	53317	OPERATING SUPPLIES	24551
	<u>1,093.08</u>				
SEAWAY SUPPLY CO					
GLOVES,SQUEEGEE,TOWEL	190.88	01670400	53317	OPERATING SUPPLIES	62260
	<u>190.88</u>				
SERVICE FORMS & GRAPHICS INC					
GARAGE WK ORDERS	369.55	01690100	53315	PRINTED MATERIALS	129232
	<u>369.55</u>				

SEWER EQUIPMENT OF AMERICA

3-WAY BALL VALVE	213.59	04101500	53332	SEWER SYSTEM SUPPLIES	0000100620
	<u>213.59</u>				

SEYFARTH SHAW LLP

LEGAL SERVICES FRM 8/20 THR 09/10	3,679.74	01570000	52238	LEGAL FEES	1643439
	<u>3,679.74</u>				

SIMPLEX GRINNELL

ANNL TEST DRY SPRINKL	504.66	04201600	52244	MAINTENANCE & REPAIR	73141487
	<u>504.66</u>				

SOURCE NORTH AMERICA

MANHOLE W/BOLTDN CVR	1,553.34	01670400	52272	PROPERTY MAINTENANCE(NPDE\$	574155
	<u>1,553.34</u>				

STAPLES

FOLDERS	4.70	01600000	53314	OFFICE SUPPLIES	1352784
	<u>4.70</u>				

STEEL TOE SHOES

UNIFORM/SHOES	99.99	01620100	53324	UNIFORMS	241957
	<u>99.99</u>				

STEPP EQUIPMENT COMPANY

TWR PWR HEAD BOOT,FRT	17.66	01696200	53354	PARTS PURCHASED	281957
	<u>17.66</u>				

STREICHERS

AMMUNITION	990.00	01662400	53321	AMMUNITION	1658035
AMMUNITION	990.00	01664700	53321	AMMUNITION	1658035
	<u>1,980.00</u>				

TARGET

WIPES FOR SQUADS	76.93	01662700	53317	OPERATING SUPPLIES	836008041228
	<u>76.93</u>				

TERRACE SUPPLY COMPANY

COMPRESSED GASES	84.69	01696200	53317	OPERATING SUPPLIES	574511
CYCL RTL 7/15-8/15	69.44	01696200	52264	EQUIPMENT RENTAL	570848Z
	<u>154.13</u>				

THE EQUIPMENT DOCTOR

50000 PSI WHIP HOSE	29.99	01670400	52212	AUTO MAINTENANCE & REPAIR	501185
LINESTRIPPER REPAIRS	96.85	01670400	52212	AUTO MAINTENANCE & REPAIR	54769
PARTS & LABOR -REPAIR	189.95	01670400	52212	AUTO MAINTENANCE & REPAIR	54811
	<u>316.79</u>				

THE FAMILY INSTITUTE AT NORTHWESTERN UNI

MBT TRAINING 11-6-9	200.00	01662500	52223	TRAINING	NW SC LV BIR	
	200.00					
THIRD MILLENIUM ASSOCIATES INCORPORATED						
50 % WATER BILL / LATE NOTICE PRO	1,170.44	04103100	52221	UTILITY BILL PROCESSING	11980	20100012
50 % WATER BILL / LATE NOTICE PRO	1,170.44	04203100	52221	UTILITY BILL PROCESSING	11980	20100012
INTERNET E PAY MINIMUM MONTHLY :	225.00	04103100	52221	UTILITY BILL PROCESSING	11981	20100011
INTERNET E PAY MINIMUM MONTHLY :	225.00	04203100	52221	UTILITY BILL PROCESSING	11981	20100011
VEHICLE STICKER ON LINE PURCHAS	1,142.10	01612900	52255	SOFTWARE MAINTENANCE	12002	
	3,932.98					
THOMAS DISTRIBUTION						
BATTERY/CHARGER	60.49	01652800	53350	SMALL EQUIPMENT EXPENSE	473964A	
	60.49					
THOMAS F HOWARD JR						
LEGAL SERV'S FOR SEPTEMBER 2009	7,792.50	01570000	52312	PROSECUTION DUI	160	
	7,792.50					
TITAN SUPPLY INC						
JANITORIAL SUPPLIES	655.50	01680000	53320	JANITORIAL SUPPLIES	3065	
	655.50					
TLC GROUP LIMITED						
FALL CLEANUP-AUGUST	2,126.56	01680000	52244	MAINTENANCE & REPAIR	25312	20100054
MOWING-AUGUST 2009	7,908.60	01670400	52272	PROPERTY MAINTENANCE(NPDEE	25311	20100037
	10,035.16					
TRAFFIC CONTROL & PROTECTION						
GNHS TRIBUTE SIGN	569.45	06320000	53344	STREET SIGNS	64617	
WDSRA WINDY CITY WARR	288.80	06320000	53344	STREET SIGNS	64616	
	858.25					
TRANS UNION LLC						
INVESTIGATION FUND FOR 8/26-9/25	96.09	01662400	53330	INVESTIGATION FUND	09901113	
	96.09					
TRANSYSTEMS CORPORATION						
PHASE III CONSTRUCTION SERVICES	1,344.99	06320000	54470	STREET RESURFACING	1715229	20100026
	1,344.99					
TRAVEL-MASTERCARD						
BAGGAGE CHK-KNUDSEN	20.00	01622200	52223	TRAINING	4518473760	
BAGGAGE CK-KNUDSEN	20.00	01622200	52223	TRAINING	9/17/09	
PKG NT'L CF-KNUDSEN.	85.00	01622200	52223	TRAINING	1301008144	
TRANS NT'L KNUDSEN	20.00	01622200	52223	TRAINING	5823065	
	145.00					
TRUCKPRO INC						

REBUILT CLUTCH	340.00	01696200	53354	PARTS PURCHASED	080-0540861	
	<u>340.00</u>					
U S POST OFFICE						
POSTAGE FOR 2009 FALL NEWSLETTI	2,388.30	01520000	52240	PUBLIC NOTICES/INFORMATION	FALL 09 NWSLTR	
	<u>2,388.30</u>					
ULINE SHIPPING SUPPLY SPECIALISTS						
PRISONER BAGS	96.30	01662700	53317	OPERATING SUPPLIES	29011762	
	<u>96.30</u>					
UNI MAX MANAGEMENT CORP						
JANITORIAL SERVICES- PUBLIC WOR	565.50	01670100	52276	JANITORIAL SERVICES	2085	20100031
JANITORIAL SERVICES- PUBLIC WOR	3,784.50	01680000	52276	JANITORIAL SERVICES	2085	20100031
	<u>4,350.00</u>					
UNIFIRST CORPORATION						
8/25 - CLEAN UNIFORMS	23.92	04200100	52267	UNIFORM CLEANING	563943	
8/25 - CLEAN UNIFORMS	35.79	01670100	52267	UNIFORM CLEANING	563943	
8/25 - CLEAN UNIFORMS	57.78	01696200	52267	UNIFORM CLEANING	563943	
8/25 - TOWELS	44.29	01696200	53317	OPERATING SUPPLIES	563943	
8/25 - TOWELS	46.90	01670100	53319	MAINTENANCE SUPPLIES	563943	
9/1 - CLEAN UNIFORMS	23.92	04200100	52267	UNIFORM CLEANING	565211	
9/1 - CLEAN UNIFORMS	35.79	01670100	52267	UNIFORM CLEANING	565211	
9/1 - CLEAN UNIFORMS	57.78	01696200	52267	UNIFORM CLEANING	565211	
9/1 - TOWELS	44.29	01696200	53317	OPERATING SUPPLIES	565211	
9/1 - TOWELS	46.90	01670100	53319	MAINTENANCE SUPPLIES	565211	
9/15 - CLEAN UNIFORMS	23.92	04200100	52267	UNIFORM CLEANING	567727	
9/15 - CLEAN UNIFORMS	35.79	01670100	52267	UNIFORM CLEANING	567727	
9/15 - CLEAN UNIFORMS	57.78	01696200	52267	UNIFORM CLEANING	567727	
9/15 - TOWELS	46.90	01670100	53319	MAINTENANCE SUPPLIES	567727	
9/15 - TOWELS	60.29	01696200	53317	OPERATING SUPPLIES	567727	
9/8 - CLEAN UNIFORMS	23.92	04200100	52267	UNIFORM CLEANING	566477	
9/8 - CLEAN UNIFORMS	35.79	01670100	52267	UNIFORM CLEANING	566477	
9/8 - CLEAN UNIFORMS	57.78	01696200	52267	UNIFORM CLEANING	566477	
9/8 - TOWELS	44.29	01696200	53317	OPERATING SUPPLIES	566477	
9/8 - TOWELS	46.90	01670100	53319	MAINTENANCE SUPPLIES	566477	
	<u>850.72</u>					
UPS GROUND SERVICE						
COBAN BATTERY RETURN	11.15	01662700	53317	OPERATING SUPPLIES	421039620866	
PAGER RETURN	8.82	01660100	53317	OPERATING SUPPLIES	421039949805	
	<u>19.97</u>					
VERIZON WIRELESS						
CELL PHONE	19.99	01662400	53330	INVESTIGATION FUND	36752	
JUL 14- AUG 13	85.98	01664700	52230	TELEPHONE	2273977295	
JUL 14- AUG 13	128.97	01662300	52230	TELEPHONE	2273977295	

JUL 14- AUG 13	214.95	01660100	52230	TELEPHONE	2273977295	
JUL 14- AUG 13	859.80	01662700	52230	TELEPHONE	2273977295	
MINUTES FORCELL PHONE	20.00	01662400	53330	INVESTIGATION FUND	36753	
SURCHARGES	0.88	01660100	52230	TELEPHONE	2273977295	
	1,330.57					
VILLA PARK MATERIAL COMPANY INC						
5-REDI-MIX CONCRETE	615.00	06320000	53338	CONCRETE	84043	
8-REDI-MIX CONCRETE	909.00	06320000	53338	CONCRETE	83914	
8-REDI-MIX CONCRETE	999.00	06320000	53338	CONCRETE	83594	
	2,523.00					
WAL MART						
PHOTO FRAME/HANGER	37.48	01660100	53317	OPERATING SUPPLIES	02235	
WIPES FOR SQUADS	79.42	01662700	53317	OPERATING SUPPLIES	08262	
	116.90					
WEISENBACH SPECIALTY PRINTING INC						
SHARPENERS GIVEAWAYS	457.98	01750000	52289	OCTOBERFEST	87875	
	457.98					
WELCH BROS INC						
16 ROLLS -1" EZ STICK	96.00	04201600	53317	OPERATING SUPPLIES	341880	
	96.00					
WEST SIDE TRACTOR SALES						
#595 REPAIR PARTS	320.66	01696200	53354	PARTS PURCHASED	N34548	
	320.66					
XEROX CAPITAL SERVICES LLC						
LEASE AUG 09	1,699.06	01650100	52231	COPY EXPENSE	042661077	20100038
XEROX MAINTENANCE	26.25	01650100	53317	OPERATING SUPPLIES	042661061	
	1,725.31					
ZBATTERY.COM INC						
BATTERIES	119.70	01664757	53317	OPERATING SUPPLIES	S219172	
LIGHTS	58.06	01664700	53317	OPERATING SUPPLIES	S219172	
	177.76					
ZIEBELL WATER SERVICE PRODUCTS INC						
12- 1-1/4" REPAIR LID	451.56	04201600	53317	OPERATING SUPPLIES	662520-000	
	451.56					
ZIEGLERS ACE HARWARE						
COUPLER COMP 2"	19.98	04201600	53317	OPERATING SUPPLIES	F28019	
COUPLER,TUBING,CLAMP	19.83	04201600	53317	OPERATING SUPPLIES	F27997	
SPARE SQUAD KEYS	20.41	01660100	53317	OPERATING SUPPLIES	F21680	
	60.22					
	774,774.72					

The preceding list of bills payable totaling \$774,774.72 was reviewed and approved for payment.

Approved by:



Joseph E Breinig - Village Manager

Date: 10/16/09

Authorized by:

Frank Saverino Sr. - Mayor

Beth Melody - Village Clerk

Date: _____

AGENDA ITEM

K-2 10-19-09

ADDENDUM WARRANTS Oct 6, 2009 thru Oct 19, 2009

Fund	Check #	Vendor	Description	Amount
General	A C H	Charter One Bank	Payroll Sept 21, 2009 - Oct 4, 2009	503,084.28
Water & Sewer	A C H	Charter One Bank	Payroll Sept 21, 2009 - Oct 4, 2009	37,075.03
General	A C H	Ill Funds	I P B C for September 2009	198,576.38
Water & Sewer	A C H	Ill Funds	I P B C for September 2009	<u>16,936.28</u>
				<u>755,671.97</u>

Approved this _____ day of _____, 2009

By: _____
Frank Saverino Sr - Mayor

Beth Melody, Village Clerk

AGENDA ITEM

L-4 10-19-09

VILLAGE OF CAROL STREAM REVENUE / EXPENDITURE STATEMENT FOR 5 MONTH ENDED SEPTEMBER 30, 2009

FUND	REVENUE			EXPENDITURES			NET MONTHLY REV. - EXPEND.
	BUDGET	MONTH	Y.T.D.	BUDGET	MONTH	Y.T.D.	
GENERAL CORPORATE	23,738,638	1,587,534.20	8,638,315.98	23,738,639	1,844,740.61	8,874,516.42	(257,206.41)
WATER & SEWER O/M	10,944,919	503,086.79	3,025,868.17	10,217,751	916,751.01	2,677,489.47	(413,664.22)
MOTOR FUEL TAX	1,581,180	83,022.07	437,200.62	1,552,595	10,471.23	31,238.76	72,550.84
GENERAL CORPORATE - CIP	4,945,000	33,683.72	193,314.71	4,915,000	55,567.67	2,150,689.19	(21,883.95)
GENEVA CROSSING - TIF	595,106	184,686.49	485,743.20	375,373	0.00	85,686.25	184,686.49
TOTAL	41,804,843.00	2,392,013.27	12,780,442.68	40,799,358.00	2,827,530.52	13,819,620.09	(435,517.25)

FISCAL BASIS

	EARNED/MONTH		EARNED/YEAR-TO-DATE		COLLECTIONS
	FY 09	FY 10	FY 09	FY 10	
SALES TAX	568,053.40	459,530.87	1,100,019.90	919,725.20	JUN 2009
HOME RULE SALES TAX	205,220.17	157,560.26	397,855.30	318,977.08	JUN 2009
UTILITY TAX - COM ED	177,441.67	163,619.85	660,948.10	601,046.50	AUG 2009
UTILITY TAX - TELECOM.	165,493.05	142,949.20	323,378.59	276,375.56	JUN 2009
USE TAX -NATURAL GAS	15,067.34	13,763.06	91,444.77	79,876.30	Aug 2009
INCOME TAX	367,126.18	288,451.95	367,126.18	288,451.95	MAY 2009

	BILLINGS/MONTH		BILLINGS/YEAR-TO-DATE	
	FY 09	FY 10	FY 09	FY 10

WATER	347,576.72	290,109.06	1,735,224.43	1,727,549.14
SEWER	242,027.35	175,299.37	1,182,149.05	1,051,627.92

	CASH RECEIPTS/MONTH		CASH RECEIPTS/YEAR-TO-DATE	
	FY 09	FY 10	FY 09	FY 10

WATER & SEWER	656,949.99	667,303.86	2,918,159.67	2,772,121.33
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The Village is on an accrual basis of accounting and financial reporting. This report is for ease of understanding, on a cash basis, which recognizes revenues when collected and expenditures when made.

**VILLAGE OF CAROL STREAM
BALANCE SHEET**

SEPTEMBER 30, 2009

FUND	CASH	INVESTMENTS	OTHER ASSETS	TOTAL ASSETS	LIABILITIES	ADJ.FUND BAL.	LIAB. & EQUITY
GENERAL CORPORATE	84,973.92	17,825,086.68	5,431,899.21	23,341,959.81	2,871,244.54	20,470,715.27	23,341,959.81
WATER & SEWER	1,503,117.84	15,525,323.07	43,156,151.43	60,184,592.34	6,568,104.57	53,616,487.77	60,184,592.34
MOTOR FUEL TAX	382,180.69	1,865,044.20	89,978.64	2,337,203.53	10,909.32	2,326,294.21	2,337,203.53
GENERAL CORPORATE - CIP		18,591,720.11	72,394.14	18,664,114.25	100,685.33	18,563,428.92	18,664,114.25
GENEVA CROSSING - TIF*	1,596,235.14	0.00	73,137.77	1,669,372.91	0.00	1,669,372.91	1,669,372.91
TOTAL	3,566,507.59	53,807,174.06	48,823,561.19	106,197,242.84	9,550,943.76	96,646,299.08	106,197,242.84

* Funds invested in Wells Fargo Bank money market fund.