

Village of Carol Stream

BOARD MEETING

AGENDA

AUGUST 4, 2008

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

B. MINUTES:

1. Approval of the Minutes of the July 21, 2008 Meeting.

C. AUDIENCE PARTICIPATION & PUBLIC HEARINGS:

1. Public Hearing: Annexation Agreement and Annexation of the Spina Property.
Request from developer Mario Spina for approval of an annexation agreement and annexation from the 1.8-acre property on the south side of St. Charles Road, just east of Schmale Road for a commercial development.

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. #08165 – William and Sandy Coley – 178 Carriage Drive
Zoning Code Variation for Lot Coverage
RECOMMEND DENIAL (5-0).
Request for approval of a residential lot coverage variation in order to allow a 440 square foot deck to be constructed between an existing pool and house.
- b. #08190 – Dominick's – 560 S. Schmale Road
Sign Code Variations
APPROVED (6-0).
Request for approval of variations to change the wall signage for the Dominick's in Geneva Crossing.
- c. #08176 – Goodwill Industries – 520 S. Schmale Road
Minor Modification to the Approved PUD Plan
APPROVED WITH CONDITIONS (6-0).
Zoning approval for relocation of a trash enclosure in order to accommodate a Goodwill retail/resale store.
For information only. No Village Board action required.

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F. OLD BUSINESS:

G. STAFF REPORTS & RECOMMENDATIONS:

1. Acceptance and Final Change Order – 2007 Flexible Pavement Project.
Final waivers have been received and the punch list was completed this spring, therefore, staff recommends this project be accepted.
2. Award of Contract - Town Center Grass Parking Lot Reseeding.
Staff recommends that this contract be awarded to LaFayette Home Nursery, Inc. in the amount of \$19,894.98.
3. Award of Consultant Contract – Special Management Area Reviews.
Staff recommends that this contract be awarded to Christopher B. Burke Engineering Ltd. based on the agreement billing rates.
4. Approval of Change Order #1 for Repairs to the Sand Filter at the WRC.
Staff recommends approval of Change Order #1 to the A1 Filter Rehab Contracting Corporation for the repairs to the Sand Filter at the WRC in the amount of \$4,840.
5. Request to Reconsider Award of Purchase of Computer Equipment.
Staff is requesting authorization to change to a Thin Client Network in lieu of purchasing previously approved Dell computers, which will result in a 7-year cost savings of \$59,600.

H. ORDINANCES:

1. Ordinance No. _____, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class A Liquor Licenses from 8 to 9 (Vangelo's Town Center Grill, 1021 Fountainview Drive).
Full liquor license for a new restaurant opening at Fountains of Town Center.
2. Ordinance No. _____, Amending the Municipal Hotel Tax.
Eliminating the exemption for stays in excess of thirty consecutive days from the hotel tax.

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3. Ordinance No. _____, Authorizing the Execution of an Annexation Agreement (24W349 St. Charles Road).
See C1.
4. Ordinance No. _____, Annexing Certain Property to the Village of Carol Stream, DuPage County, Illinois (24W349 St. Charles Road).
See C1.
5. Ordinance No. _____, Zoning Newly Annexed Property (24W349 St. Charles Road).
See C1.
6. Ordinance No. _____, Rezoning Property from B-2 General Retail District to B-3 Service District (381 Schmale Road).
See C-1.
7. Ordinance No. _____, Approving a Final Planned Unit Development Plan and Special Uses for a Shopping Plaza and Drive-Up Service Window and Auto Laundry (East Side of Schmale Road, 450 Feet South of St. Charles Road).
See C-1.

I. RESOLUTIONS:

1. Resolution No. _____, First Supplement Resolution for Improvement by Municipality Under the Illinois Highway Code.
In order to use Motor Fuel Tax Funds for the contract change orders, a supplemental resolution in the amount of \$183,113.14 needs to be approved and sent to the Illinois Department of Transportation.
2. Resolution No. _____, Amending Resolution No. 2354 Adopting the 2008-09 Employee Pay Plan for the Village of Carol Stream.
Deletion of the position of Chief Code Enforcement Officer from the approved Employee Pay Plan.
3. Resolution No. _____, Approving a Non-Exclusive License Agreement with Cricket Communications.
Cricket Communications is requesting approval to install wireless antenna and ground equipment at Water Tower #4 located at 1015 Lies road in exchange for certain licensing fees in order to provide telecommunications services to its customers.

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4. Resolution No. _____, Approving a Final Plat of Consolidation (Carols Court, East Side of Schmale Road, 450 Feet South of St. Charles Road).
See C1.

J. NEW BUSINESS:

K. PAYMENT OF BILLS:

1. Regular Bills:
2. Addendum Warrant:

L. REPORT OF OFFICERS:

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

M. EXECUTIVE SESSION:

N. ADJOURNMENT:

LAST ORDINANCE: 2008-07-35

LAST RESOLUTION: 2356

NEXT ORDINANCE: 2008-08-36

NEXT RESOLUTION: 2357

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

July 21, 2008

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

- Present: Mayor Saverino, Trustees Michael Drager, Matt McCarthy, Rick Gieser and Pamela Fenner
- Absent: Trustees Don Weiss and Greg Schwarze
- Also Present: Village Manager Joe Breinig, Assistant Village Manager Bob Mellor, Attorney Stewart Diamond, Village Clerk Melody and Deputy Clerk Wynne Progar

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

MINUTES:

Trustee McCarthy moved and Trustee Fenner made the second to approve the Minutes of the Meeting of July 7, 2008 as presented. The results of the roll call vote were:

- Ayes: 4 Trustees Drager, McCarthy, Gieser and Fenner
- Nays: 0
- Absent: 2 Trustees Weiss and Schwarze

AUDIENCE PARTICIPATION AND PUBLIC HEARINGS:

Mayor Saverino read Resolution 2352, A RESOLUTION HONORING RAYMOND MILROY UPON HIS RETIREMENT FROM THE VILLAGE OF CAROL STREAM COMMUNITY DEVELOPMENT DEPARTMENT. Trustee Fenner moved and Trustee Drager made the second to adopt Resolution 2352. The results of the roll call vote were:

- Ayes: 4 Trustees Drager, McCarthy, Gieser and Fenner
- Nays: 0
- Absent: 2 Trustees Weiss and Schwarze

CONSENT AGENDA:

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

- Ayes: 4 Trustees Drager, McCarthy, Gieser and Fenner
- Nays: 0
- Absent: 2 Trustees Weiss and Schwarze

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

- Ayes: 4 Trustees Drager, McCarthy, Gieser and Fenner
- Nays: 0
- Absent: 2 Trustees Weiss and Schwarze

1. NE Corner St. Charles Rd. and Morton Rd. - Zoning upon annexation to I – Industrial, Zoning Code variations for rear yard setback and parking lot greenspace: Direct staff to proceed with amend the annexation agreement.
2. No action required: Final Plat of Consolidation – Schmale, south of St. Charles
3. Special Use Permit-Outdoor Activities/Operations:745 N. Gary-Ord. 2008-07-35
4. Award of Contract – Consultant Services for Bldg. Permit Review Services
5. Acceptance & final payment – East Side System Demolition
6. Award of Contract - Parkway Tree Removal
7. Ord. 2008-07-34: Authorize cross-connection control program
8. Res. 2353: Designate certain Financial Institutions as depositories
9. Res. 2354: Amend Res. 2338 – 2008 Employee pay plan
10. Res. 2355: Declare surplus property – seized vehicles - E-bay
11. Res. 2356: Authorize Mayor to execute agreement to purchase electric utility service
12. Regular Bills, Addendum Warrant of Bills, Treasurer's Report 6/30/08

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

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

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

Special Use Permit-Outdoor Activities/Operations: 745 N. Gary-Ord. 2008-07-35:

At their meeting on July 14, 2008, the Combined Plan Commission/ Zoning Board of Appeals recommended approval of a Special Use Permit for outdoor activities and operations in accordance with staff recommendations. The Board concurred with the recommendation and adopted Ordinance 2008-07-35, AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR OUTDOOR ACTIVITIES AND OPERATIONS – (745 N. GARY AVENUE).

Award of Contract – Consultant Services for Bldg. Permit Review Services:

The Board awarded a contract to B&F Technical Code Services, Inc. for consultant services to provide temporary building permit review services due to the retirement of the Chief Code Enforcement Officer, Ray Milroy.

Acceptance & final payment – East Side System Demolition:

The Board accepted the East Side System Demolition Project and approved the final payment of \$77,988.46 to J.J. Henderson of Gurnee, IL.

Award of Contract - Parkway Tree Removal:

The Board awarded a contract for Parkway Tree Removal to Ciosek Tree Service, Lombard, IL in an amount not to exceed \$50,000.

Ord. 2008-07-34: Authorize cross-connection control program:

The Board adopted Ordinance 2008-07-34, AN ORDINANCE AUTHORIZING A CROSS-CONNECTION CONTROL PROGRAM.

Res. 2353: Designate certain Financial Institutions as depositories:

The Board adopted Resolution 2353, A RESOLUTION DESIGNATING CERTAIN FINANCIAL INSTITUTIONS AS DEPOSITARIES OF THE VILLAGE OF CAROL STREAM.

Res. 2354: Amend Res. 2338 – 2008 Employee pay plan:

The Board adopted Resolution 2354, A RESOLUTION AMENDING RESOLUTION No. 2338, ADOPTING THE 2008-09 EMPLOYEE PAY PLAN FOR THE VILLAGE OF CAROL STREAM.

Res. 2355: Declare surplus property – seized vehicles - E-bay:

The Board adopted Resolution 2355, A RESOLUTION DECLARING SURPLUS PROPERTY OWNED BY THE VILLAGE OF CAROL STREAM.

Res. 2356: Authorize Mayor to execute agreement to purchase electric utility service:

The Board adopted Resolution 2356, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A THREE YEAR AGREEMENT FOR THE PURCHASE OF ELECTRIC UTILITY SERVICE.

Regular Bills, Addendum Warrant of Bills, Treasurer's Report 6/30/08:

The Board approved the payment of the Regular Bills in the amount of \$\$1,022,086.76. The Board approved the payment of the Addendum Warrant of Bills in the amount of \$718,204.16.

The Board received the Treasurer's Report for the month ending June 30, 2008.

REPORT OF OFFICERS:

Trustee Drager asked all residents to keep our community clean. He invited everyone to attend the Thursday night concerts and as always, as everyone to pray for our troops.

Trustee McCarthy said that he will miss Ray Milroy and thanked him for all of the years he served the Village well. He noted that August 5th is the National Night Out.

Trustee Fenner wished Ray Milroy good luck in his retirement and since Trustee Schwarze is not present, she urged everyone to Shop Carol Stream.

Trustee Gieser reminded everyone that this Friday is the first outdoor movie and invited everyone to bring a blanket and have fun. He invited everyone to visit the Village website and work on making a logo for the 50th anniversary. The deadline for submittal is September 26th.

Mr. Breinig noted that the Police Department have been placing flyers reminding residents to get vehicle stickers and he stated that sales of the stickers are up from last year and reminded that August 1st will start a \$100 fine plus the cost of the sticker.

Mayor Saverino said that this Saturday was the Rainbow Rocking Academy event and when the rain started, the Public Works resettled everything under the tent did a great job keeping everything going. Mayor Saverino commented that there have been huge crowds at the Thursday night concerts and noted that 7th Heaven will be playing this week. He added that Thursday, August 2nd will be a Toys 4 Tots event and hoped everyone will bring an unwrapped toy for Christmas Sharing.

At 8:15 p.m. Trustee McCarthy moved and Trustee Drager made the second to adjourn.
The results of the roll call vote were:

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

FOR THE BOARD OF TRUSTEES

**REGULAR MEETING – PLAN COMMISSION/ZONING BOARD OF APPEALS
GREGORY J. BIELAWSKI MUNICIPAL CENTER, CAROL STREAM, DUPAGE COUNTY, ILLINOIS**

July 28, 2008

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

Chairman David Michaelson called the Regular Meeting of the Combined Plan Commission/Zoning Board of Appeals to order at 7:30 p.m. and directed the roll to be called.

Present: Commissioners Anthony Manzzullo, Angelo Christopher, Ralph Smoot, Dee Spink and David Michaelson. (Lateef Vora entered Later in the meeting).
Absent: Joyce Hundhausen

MINUTES:

Commissioner Smoot moved and Commissioner Spink made the second to approve the Minutes of the Meeting of July 14, 2008 as presented. The results of the roll call vote were:

Ayes: 5 Commissioners Manzzullo, Christopher, Smoot, Spink & Michaelson
Nays: 0
Absent: 2 Commissioners Vora and Hundhausen

PUBLIC HEARING:

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

**#08165: WILLIAM AND SANDY COLEY – 178 Carriage Drive:
*Variation – Lot Coverage***

Commissioner Spink recused herself from hearing this matter because the petitioner lives nearby in her neighborhood.

Mr. William Coley, 178 Carriage Drive, Carol Stream was sworn in as a witness in this matter. He said that he needs a variance for a deck because his yard is sloped and steep and has no flat areas to set up a barbeque grill or table and chairs. The deck size allowed would not be big enough to reach the pool.

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

The following is the staff report for this matter.

Applicant:

William Coley

Size and Location:

The 7,200 square foot lot is located on the west side of Carriage Lane, across from the intersection of Carriage Lane and Park Hill Trail. (See attached location map.)

Existing zoning and land use:

The subject property is zoned R-3 One-Family Residence District with a Special Use for a Planned Unit Development and improved with a single-family residence.

Adjacent zoning and land uses:

All surrounding properties are zoned R-3 One-Family Residence District with a Special Use for a Planned Unit Development and improved with single-family residences.

Attachments:

Attached for review are a location map, aerial photo, public notice, cover letter from applicant William Coley dated June 13, 2008, the General Application, Variation Application, the proposed deck construction drawings and a copy of the plat of survey.

Request:

The applicant is requesting a variation from Section 16-8-3(G) of the Carol Stream Zoning Code to allow a deck to be constructed adjacent to the existing pool that would exceed the maximum allowable lot coverage of the R-3 One-Family Residence District.

STAFF ANALYSIS

William Coley of 178 Carriage Drive has filed an application for a lot coverage variation to allow a wooden deck to be constructed between the existing pool and home on the property. As seen on the deck drawing plans and plat of survey, the irregularly shaped deck would measure approximately 440 square feet in area. The maximum lot coverage in the R-3 District is 30%, but lot coverage is allowed to increase to 35% for pools and decks only, provided that in the case of decks, the ground surface beneath the deck is pervious to allow rain water to infiltrate the ground. In reviewing the history of this property, we have found that a permit for the existing pool was issued to Mr. Coley in 1999. In the permit file is a calculation showing the lot coverage for the property, including a 220 square foot deck. Unfortunately, there is a mathematical error in the lot coverage calculation performed by Village staff, resulting in an understatement of the lot coverage. Although the lot coverage was indicated on the permit to be 33%, the actual lot coverage at the time of the pool permit was 36.2%, in excess of the maximum allowable 35%. The deck has since been removed, bringing the current lot coverage down to 33.6%, which complies with the Zoning Code requirement. However, with the proposed 440 square foot deck, the lot coverage would equal approximately 39.7%. As such, to allow the proposed deck to be constructed, Mr. Coley is requesting a lot coverage variation from Section 16-8-3(G) of the Zoning Code.

Mr. Coley provides an explanation as to why a lot coverage variation is warranted for his property in the attached letter dated June 13, 2008. In the letter, he points out that his property is unique in that there is significant topographic change in the rear yard with no flat area for common appurtenances such as a grill or patio furniture. Also, Mr. Coley indicates that the current lack of a deck results in mud and grass being tracked into the home by persons who have used the pool. Finally, Mr. Coley believes that the proposed deck would not only improve the functionality of the home and property, but

that it would also improve the view of their property as seen from neighboring properties.

Lot Coverage Regulation – Purpose and Intent

In consideration of the requested lot coverage variation, staff believes it is important to review the purpose and intent of the lot coverage provision. There are two primary purposes for establishing a maximum lot coverage requirement. First, the percentage of allowable lot coverage is directly related to the overall character of a neighborhood. For example, in highly urban areas, lot coverage may approach 100%, with properties having little or no open space, landscaping or green space. In more rural areas, lot coverage may be very low (5 to 10%). In Carol Stream, residential properties typically have maximum lot coverage of 30% to 35%, which ensures ample open space and outdoor activity area on individual properties. Second, lot coverage regulations have an important impact on storm water management. The higher the lot coverage, the greater the amount of storm water that must be conveyed by storm sewers and stored in storm water management facilities. Conversely, with lower lot coverage, more storm water can infiltrate into the ground. The Village of Carol Stream has historically been careful to adhere to the lot coverage provisions of the Zoning Code in part to reduce flooding that could result in the future from an increase in impervious ground coverage.

Staff is sympathetic to applicant's circumstance, and we can understand why Mr. Coley believes that a deck between the home and pool is necessary. Further, staff agrees that the proposed deck would be convenient, attractive, and would reduce the current problem of grass and mud being tracked into the home. However, staff has not been able to find anything unique about the property that justifies the variation. The fact that there is topographic relief on the rear of the property does not by itself justify the approval of a lot coverage variation, and further does not seem to have a direct bearing on the need for a deck between the house and pool. The lot coverage provisions set forth in the Zoning Code apply to all residential properties. It is incumbent upon an individual property owner to decide how to allocate the available lot coverage amongst the home, driveway, and various accessory structures. It is worth noting that the existing above-ground pool is relatively large (over 500 square feet). With the size of the pool as installed, only approximately 100 square feet is available for a deck, to remain under the 35% maximum lot coverage. We also note that, with respect to the issue of tracking mud and grass into the home, the applicant has the option of installing sidewalk. As long as the sidewalk is no greater than four feet in width, it is not included in the lot coverage calculations. Finally, we note one characteristic of the lot in Mr. Coley's favor is that the lot is only 7,200 square feet in size, as compared with the standard minimum size of 10,000 square feet for the R-3 Zoning District. This size was allowed by the planned unit development and is consistent with all of the properties in the Park Hill neighborhood. Although we cannot consider the small lot size to be unique, we would observe that if the lot were to be of the of the standard minimum size, the lot coverage would not be exceeded by Mr. Coley's request.

History of Lot Coverage Variations

In review of the request, staff notes that the degree of the variation is relatively large, being nearly 5% above the amount permitted by the Zoning Code. Over the past several years, the Plan Commission has reviewed four applications for residential lot coverage variations, with the requested lot coverage amounts being 40%, 31%, 33% and 30.7%. The circumstances of each request were determined to be unique, and the

Plan Commission recommended approval in each case. The Village Board ultimately approved each request as well. In the case of the request to allow 40% lot coverage, the property in question was very small (6,600 square feet), and the applicant was seeking to replace an existing patio that had settled and was causing rain water to seep into the basement.

Variation:

With regard to any variation, the Zoning Board of Appeals shall not recommend a variation unless it shall make findings based upon the evidence presented to it in the following case, as per Section 16-15-6(D) of the Zoning Code:

1. The property in question, other than a single-family residential lot, cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.

Does not apply.

2. The plight of the owner is due to unique circumstances.

Staff is unable to identify any unique circumstances associated with the request. The applicant has stated that the topographical condition of the property serves as justification for the variation to exceed maximum allowable lot coverage. Staff does not concur. The applicant would be seeking to construct a deck between the existing home and pool regardless of the topographic conditions present on the property.

3. The variation, if granted, will not alter the essential character of the locality.

The variation, if approved, would not have a significant impact on the character of the immediate area.

4. The plight of the owner is due to the failure of a previous owner of the property in question to follow then-applicable ordinances or regulations, and where the benefit to health, safety or appearance to be derived from correcting the nonconformity would not justify the cost or difficulty of the correction. The evidence must show that the current owner had no role in the creation of the nonconformity.

Does not apply.

5. The particular physical surroundings, shape, or topographical conditions of the specific property involved bring a particular hardship upon the owner as distinguished from a mere inconvenience.

The applicant has stated that the topographical condition of the property create an unsafe condition. Staff does not concur. With the existing property improvements, the lot coverage regulations allow a deck measuring approximately 100 square feet on this property, and sidewalk could be constructed as well. However, staff would note that the lot size of 7,200 square feet is well below the minimum standard size of 10,000 square feet for the R-3

Zoning District. The smaller lot size was allowed by the planned unit development. With a standard lot size, the variation would not be necessary.

6. The conditions upon which the petition for the variance is based would not be applicable generally to other property within the same district.

The conditions involved with this case are only applicable to this request, and each variation application is evaluated on an individual basis.

7. The granting of the variation will not be detrimental to the public welfare or injurious to the other property or improvements in the neighborhood in which the property is located.

The variation, if approved, would not have a significant impact on public welfare nor would it be injurious to other property or improvements in the neighborhood. However, if the variation is approved, staff is concerned about the precedent that could be established for future requests wherein there is no demonstrated hardship or unique condition.

Summary:

Once again, staff sympathizes with the applicant and understands why he wishes to construct a deck between the home and pool. However, since the evaluation criteria for variation requests have not been satisfied, staff cannot support the variation.

Recommendation:

Staff recommends denial of the variation to allow lot coverage of 39.7% on the property at 178 Carriage Lane to permit the construction of a 440 square foot deck. However, if the Plan Commission / Zoning Board of Appeals determines to recommend approval of the request, staff recommends that it only do so subject to the condition that the applicant must obtain the required building permit for the deck.

Commissioner Vora entered at this point.

Mr. Glees gave the following highlights:

William Coley of 178 Carriage Drive has filed an application for a lot coverage variation to allow a wooden deck to be constructed between the existing pool and home on the property. As seen on the deck drawing plans and plat of survey, the irregularly shaped deck would measure approximately 440 square feet in area. The maximum lot coverage in the R-3 District is 30%, but lot coverage is allowed to increase to 35% for pools and decks only, provided that in the case of decks, the ground surface beneath the deck is pervious to allow rain water to infiltrate the ground. With the proposed 440 square foot deck, the lot coverage would equal approximately 39.7%.

In reviewing the history of this property, we have found that a permit for the existing pool was issued to Mr. Coley in 1999. In the permit file is a calculation showing the lot coverage for the property, including a 220 square foot deck. Unfortunately, there is a mathematical error in the lot coverage calculation performed by Village staff, resulting in an understatement of the lot coverage. Although the lot coverage was indicated on the permit to be 33%, the actual lot coverage at the time of the pool permit was 36.2%, in

excess of the maximum allowable 35%. The deck has since been removed, bringing the current lot coverage down to 33.6%, which complies with the Zoning Code requirement.

In the staff report, we review the purpose and intent of the lot coverage provision. We note that the Village of Carol Stream has historically been careful to adhere to the lot coverage provisions of the Zoning Code, in part to reduce flooding that could result in the future from increases in impervious ground coverage.

Staff is sympathetic to Mr. Coley’s circumstance, and we can understand why he believes that a deck between the home and pool is necessary, convenient, and attractive. However, staff has not been able to find anything unique about the property that justifies the variation. Since the evaluation criteria for variation requests have not been satisfied, staff cannot support the variation.

Commissioner Manzullo asked about the previous deck and Mr. Coley confirmed that he had removed it. Commissioner Manzullo asked about the plan and Mr. Coley said that it would extend from the house to the pool so that anyone using the pool would not keep killing the grass and tracking grass and mud into the house. There would also be room enough for a barbeque grill and a table and chairs.

Chairman Michaelsen asked about the pitch of the yard and Mr. Coley described the physical characteristics of the lot, and the differences in elevation. Chairman Michaelsen asked questions regarding the elevation of the proposed deck and asked what size deck would be allowed under the Code. Mr. Glees replied that a 100 square foot deck would be allowable. In response to the question about the ground underneath the proposed deck, Mr. Coley said it would be stone.

Commissioner Smoot asked whether a 100 square foot deck would be sufficient and Mr. Coley said no.

Commissioner Smoot moved and Commissioner Vora made the second to recommend denial of the petitioner’s request for a lot coverage variation. The results of the roll call vote were:

Ayes:	5	Commissioners Manzullo, Christopher, Smoot, Vora and Michaelsen
Nays:	0	
Absent:	1	Commissioner Hundhausen

The recommendation is that the petitioner’s request be denied.

**# 08190: DOMINICKS – 560 Schmale Road
 Variation – Sign Code**

Terry Doyle and Jim Orn, Doyle Signs, Inc. 232 W. Interstate Rd. Addison, IL were sworn in as witnesses in this matter. Mr. Doyle stated that the staff report was thorough and provides all of the necessary information. He believes that the request is in keeping with original approvals of the Center and community standards.

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

The following is the staff report.

Applicant:

Lisa Neal of Doyle Signs on behalf of Regency Centers Corporation

Size and Location:

The 19.12-acre property is located generally at the northwest corner of Schmale Road and Geneva Road. (See attached location map.)

Zoning and Land Use:

The subject property is zoned B-3 Service District with a Special Use for Planned Unit Development and improved with the Geneva Crossing Shopping Center.

Surrounding Zoning and Land Uses:

The properties to the north are zoned B-4 Office, Research and Institutional Building District and B-3 Service District with a Special Use for Planned Unit Development, with the B-4 property improved with an office and warehouse building and the B-3 property being vacant. The property to the south is zoned I1 Institutional District in the City of Wheaton and improved with the Theosophical Society campus. The properties to the east are zoned C-3 General Business District in the City of Wheaton, B-2 General Business District in unincorporated Milton Township and B-2 General Retail District in the Village of Carol Stream, with all properties improved with commercial uses. The properties to the west are zoned R-4 Single Family Residence District in unincorporated Milton Township and improved with single family residences.

Attachments:

Attached for review are a location map, an aerial photograph, cover letter from Dominick's Property Manager Maria Tillmann dated February 28, 2008, the General Application, the Sign Code Variation Application, pages 14 and 15 from Ordinance 97-01-13, a plat of survey and the sign exhibits from Doyle Signs.

Request:

The applicant is requesting two variations from Section 6-11-6(B)(2) of the Sign Code to: 1) not include the blank wall area between multiple wall signs on the same façade in the calculation of sign area, and 2) allow multiple smaller signs to extend below the largest sign.

STAFF ANALYSIS

Regency Centers, owner of the Geneva Crossing Shopping Center, wishes to make several changes to the existing wall (façade) signage to the Carol Stream Dominick's store. However, the Sign Code requires that the blank wall area between multiple wall signs be included in the calculation of total sign area. If the blank wall area between each wall sign is included in the sign area calculation, the total sign area will exceed the maximum area allowed in the business (B-1, B-2, and B-3) zoning districts. The Sign Code also requires that when there are multiple wall signs, smaller signs cannot extend above or below the largest sign. To allow the proposed wall signage for the Dominick's store, Regency Centers is requesting variations from Section 6-11-6(B)(2) of the Sign Code to: 1) exclude the blank wall area between multiple signs in the calculation of wall sign area, and 2) allow four smaller signs to be installed below the largest sign.

History of Dominick's Signage

In review of Regency Centers' current request, it is necessary to review the history of signage for the Dominick's store. In 1997, the Village Board approved Ordinance 97-

01-13, which granted a Special Use for a Planned Unit Development along with several variations. Two of the variations, which are discussed in section 2 on page 14 (attached) of Ordinance 97-01-13, involved wall signage for Dominick's. Specifically, this ordinance stipulated that: 1) the blank area between multiple wall signs shall not be included in the sign area calculation, and 2) that smaller signs could extend below the larger sign. As a note, in consideration of the relief granted to not include the blank wall area in the calculation of wall sign area, this ordinance also contained a provision reducing the total wall sign area allowance from 10% of the façade area, as typically allowed in the business districts, to 6% of the façade area.

Variations typically "run with the land", which means that any relief that is granted through a variation continues to be applicable to the property in perpetuity. However, as seen at the bottom of page 14 of Ordinance 97-01-13, the sign variations granted were only applicable to the following specific signs: "Dominick's", "Drug", "Food" and "Fresh Store". Further, Section 3 at the top of page 15 states that "any modifications requested for future unknown tenants are at the present denied...". As such, the Sign Code variations granted for Dominick's through Ordinance 97-01-13 do not apply to the currently proposed signage modifications.

Existing Versus Proposed Signs

As stated, Regency Centers would like to make several changes to the existing wall signs on the Dominick's store façade. The attached sign exhibit (Sheet 1 of 3) depicts the existing and proposed wall signage. The table below also summarizes the existing and proposed signage, along with the existing and proposed signage area.

Existing Sign	Area	Proposed Sign	Area
Dominick's (w/wave)	437 s.f.	Dominick's (w/wave)	291.3 s.f.
Food	37 s.f.	Starbuck's Coffee	13.3 s.f.
Drug	42 s.f.	Pharmacy	57.47 s.f.
Fresh Store	100 s.f.	Café	25 s.f.
Chase	27.4 s.f.	Chase	27.4 s.f.
Total area (existing)	643.4 s.f.	Total area (proposed)	414.47 s.f.

As seen on Sheet 2 of 3, the building façade area is calculated to be 10,706 square feet. Existing signs measure 643.4 square feet in area, which is exactly 6% of the façade area, as permitted by Ordinance 97-01-13. The new signage plan for the Dominick's façade would reduce sign area by almost 230 square feet, or 4% of the façade area, to 414.47 square feet, provided that the blank area between the various wall signs continues not to be included in the sign area calculation. The reduction in sign area is primarily attributable to a decrease in the size of the Dominick's logo (referred to as the "wave"), although the "Food" (37 s.f.), "Drug" (42 s.f.) and Fresh Store (100 s.f.) signs are also proposed to be removed. New proposed signs, detailed on the sign plan exhibit sheets 2 and 3, include a "Signature Cafe" sign (25 s.f.) over the northern building entrance, a "Pharmacy" sign (57.47 s.f.) near the southern end of the store, and a "Starbuck's Coffee" sign (13.3 s.f.) at the north end of the façade. The "Chase" bank sign (27.4 s.f.) is proposed to be relocated, with no change in the area of this sign. The Dominick's sign and logo, which is the largest sign, would be the highest

sign on the overall façade, with the four other signs proposed to be located lower than the Dominick's sign at approximately the same height.

Variations:

When contemplating a decision on any request for a Sign Code variation, the Zoning Board of Appeals shall consider the following criteria, as stated in Section 6-11-21(B) of the Sign Code:

Any unique physical property of the land involved.

The physical property of the land is not particularly unique, although the distance of the building facade from Schmale Road presents a challenge related to the visibility of the businesses from the road.

The available locations for adequate signage on site.

The available locations for signage are adequate. The need for multiple signs on the Dominick's façade relates to the fact that there several distinct businesses within the Dominick's store, including a Chase Bank and Starbuck's Café. Further, Dominick's wishes to make motorists aware that there is a pharmacy within the store.

The effect of the proposed signage on pedestrian and motor traffic.
Staff is not aware of any negative impacts that the existing signage has on pedestrian or motor traffic. Although the current proposal would reduce the area of signage on the building, we believe that area motorists are generally familiar with the Dominick's store at this location.

The cost to the applicant of complying with the Sign Code as opposed to the detriment, if any, to the public from the granting of the variance.

Again, the current proposal would reduce the area of wall signage on the building. It is expected, however, that the revised signage would more clearly convey the products and services offered at Dominick's. Staff is not aware of any detriment that would accrue to the public from the granting of the variations.

Other pertinent information or reason for the request.

The applicant is concerned that sales could decrease if one or more of the signs had to be removed, as would be required if the variations were not approved.

Summary:

In evaluation of the variation requests to not include the blank wall area between signs in the calculation of wall sign area, and to allow multiple signs to be installed below the largest sign, staff notes that Ordinance 97-01-13 previously granted relief to the Dominick's property to accommodate the current signage. Unfortunately, the ordinance was very clearly written so as not to be transferable to future signs other than the specific signs that were approved. As such, the applicant has had to apply for variations identical to those that were previously approved. As we have noted, if the sign area is calculated such that the blank wall area between multiple signs in not included, overall sign area would decrease by almost 230 square feet with the current

proposal. As such, staff can support the request to not include the blank wall area in the sign area calculation. Also, with respect to the smaller signs being installed lower on the building than the largest sign, staff notes that the Village has approved variations from this Sign Code provision several times in the past for larger shopping centers. Inasmuch as the current request will allow the signage package for the Dominick's store to be refreshed, staff has no objection to the smaller signs being installed at a lower height on the façade than the main Dominick's sign.

RECOMMENDATION

Staff recommends approval of the Sign Code Variations to not include the blank wall area between multiple signs in the calculation of total wall sign area, and to allow multiple signs to be installed below the largest sign, subject to the following conditions:

1. That a building permit must be obtained prior to the construction of the installation of the signs; and
2. That the signs shall comply with all state, county, and village codes and requirements.

Mr. Glees provided the following highlights:

Regency Centers, owner of the Geneva Crossing Shopping Center, wishes to make several changes to the existing wall (façade) signage to the Carol Stream Dominick's store. The requested variations are to: 1) exclude the blank wall area between multiple signs in the calculation of wall sign area, and 2) allow four smaller signs to be installed below the largest sign.

In the staff report, we provide information regarding similar Sign Code relief that was granted to the center at the time of its approval in 1997. Although the requested variations are very similar to what was approved in 1997, and although such variations typically run with the land, the approval ordinance clearly states that only the signage specifically requested at that time was being approved. As such, the applicant has had to apply for similar variations for the proposed new signage.

Staff notes that the overall sign area would actually decrease by almost 230 square feet with the current proposal. We also note that the Village has approved similar Sign Code variations for other shopping centers.

Staff recommends approval of the Sign Code Variations to not include the blank wall area between multiple signs in the calculation of total wall sign area, and to allow multiple signs to be installed below the largest sign, subject to the conditions contained in the staff report.

Commissioner Spink asked if there would also be window signs and Mr. Orn said there would be none.

Commissioner Spink moved and Commissioner Christopher made the second to approve the variations to the Sign Code in accordance with staff recommendations. The results of the roll call vote were:

Ayes: 5 Commissioners Manzzullo, Christopher, Smoot, Spink, Vora and

Michaelson
 Nays: 0
 Absent: 1 Commissioner Hundhausen

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

Ayes: 5 Commissioners Manzullo, Christopher, Smoot, Spink, Vora and Michaelson
 Nays: 0
 Absent: 1 Commissioner Hundhausen

PRESENTATION:

#08176 – GOODWILL INDUSTRIES – 520 S. Schmale Road Minor Modification to the Approved PUD Plan

Jim Sparesus said that the request was for a minor modification to a PUD Plan to allow the construction of a trash enclosure and reconfiguration of the existing tenant space at 520 S. Schmale Road and described the proposed location of the new trash enclosure. The masonry would match the building and the chute would be painted to match the building as well. Mr. Sparesus described the existing screening of the site against the residential neighborhood to the west. He described the new doors on the west side of the building to create a truck delivery area.

The following is the staff report for this case:

Applicant:

Kevin Conner of Archiplan International, Ltd., on behalf of Goodwill Industries

Size and Location:

The approximate 18.7-acre property is located in the northwest quadrant of the intersection of Geneva Road and Schmale Road. (See attached location map.)

Existing zoning and land use:

The subject property is zoned B-3 Service District with a Special Use for Planned Unit Development, and is improved with the Geneva Crossing shopping center.

Adjacent zoning and land uses:

The property to the north is zoned B-4 Office, Research and Institutional Business District and is improved with the Tyndale House Publishers building. The property to the northeast is zoned B-3 Service District and is vacant. The properties to the west are zoned R-4 in unincorporated DuPage County and are improved with single-family residences. The properties to the south are zoned I-1, C-3 and R-1 in the City of Wheaton and are improved with the Theosophical Society, Quest Book Shop and single-family residences. The properties to the immediate east are zoned B-2 in unincorporated DuPage County and are improved with commercial uses. Other properties to east are zoned B-2 and B-3 in Carol Stream and are improved with commercial uses and the Northland Mall Shopping Center.

Attachments:

Attached for review are a location map, aerial photo, cover letter dated June 24, 2008, from Kevin Conner of Archiplan International, and reduced copies of the site plan (Exhibit A) and color elevations (Exhibit B).

Request:

The applicant is requesting approval of a minor modification to a Planned Unit Development Plan, in accordance with Section 16-16-5(B)(2)(a) of the Carol Stream Zoning Code, to allow the construction of a trash enclosure and reconfiguration of the existing tenant space at 520 S. Schmale Road.

STAFF ANALYSIS

Kevin Conner of Archiplan International is requesting approval of a minor modification to the Planned Unit Development Plan that was granted in 1997 to the Geneva Crossing Shopping Center through Ordinance 97-04-30. Two minor modifications to the PUD Plan for Geneva Crossing were approved later in 1997, one for a realignment of the access drive and one for a change to one of the tenant wall signs. The proposed modification is to relocate the existing trash storage area to the north side of the building, in order to use the west side of the building for truck access. The changes are necessary in order to remodel two existing tenant spaces so as to accommodate a Goodwill Industries retail/resale store. The Goodwill store will sell a mix of new and used items, mostly clothing but also electronics and furniture. The two existing tenant spaces to be occupied by Goodwill include a vacant space, formerly occupied by Teachers' Toolbox, and the space currently occupied by John's Christian Store.

Section 16-16-5(B)(2)(a) of the Zoning Code provides direction regarding how to process 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."

Due to the nature of the applicant's request, Village Board action is not required, and the Plan Commission has the authority to render the final decision regarding this matter.

Proposed Changes:

The changes that Archiplan is proposing are to relocate the existing trash collection facilities from the west side of the building to the north side and construct a truck door on the west wall. The existing trash collection facilities along the west wall consist of a dumpster and a one-sided 8-foot masonry screening wall, while the proposed facilities would consist of a compactor and a dumpster located within a complete masonry enclosure along the north wall. The new enclosure will be located adjacent to the building wall, and will be constructed of masonry that will match the existing building. The compactor chute which feeds the compactor from inside the building will likewise be painted to match the building wall. The new masonry enclosure wall will be eight feet in height, which is sufficient to completely screen the equipment. The former location of the dumpster at the west wall of the building will be remodeled for truck access by adding a 12-foot high overhead door and relocating one of the existing man doors. The existing 8-foot masonry screening wall will remain, and will screen the new truck door and delivery area. Staff would note that the west side of the shopping center is used for

deliveries, and that the Dominick's truck dock is currently located at the south end of the west building wall. In addition, there is an existing masonry screening wall located atop a berm along the west property line, with landscaping on both sides of the wall. This screening wall was constructed in order to screen the Geneva Crossing shopping center from the residential properties to the west.

The attached site plan (Exhibit A) and building elevations (Exhibit B) show the area at the north end of the building where the truck door and trash enclosure will be located. The proposed changes will be accommodated with no change to the service drive and minimal change to the building facades.

Summary:

Staff is comfortable with the changes proposed by the petitioner. The modifications are not contrary to the purpose and intent of the originally approved Final PUD Plan, and the proposed use serves a community need.

RECOMMENDATION

Staff recommends approval of the petitioner's request for a minor modification to the PUD Plan for the building and property at 520 S. Schmale Road, for the trash enclosure, the truck door and the relocated man door, subject to the conditions listed below:

1. That the dumpster and compactor be completely screened by the trash enclosure wall;
2. That the enclosure be eight feet in height, and constructed of masonry materials to match the building, and that the compactor chute be painted to match the building;
3. That the proposed trash enclosure meet the requirements of the Fire Code with respect to fire protection; and
4. That the operation of the facility shall comply with all applicable state, county and Village codes and requirements.

Mr. Glees gave the following highlights:

Kevin Conner of Archiplan International is requesting approval of a minor modification to the Planned Unit Development Plan that was granted in 1997 to the Geneva Crossing Shopping Center. The proposed modification is to relocate the existing trash storage area to the north side of the building, in order to use the west side of the building for truck access. The changes are necessary in order to remodel two existing tenant spaces so as to accommodate a Goodwill Industries retail/resale store.

Due to the nature of the applicant's request as a minor modification to the approved PUD Plan, Village Board action is not required, and the Plan Commission has the authority to render the final decision in this matter.

Staff is comfortable with the changes proposed by the petitioner. The modifications are not contrary to the purpose and intent of the originally approved Final PUD Plan, and the proposed use serves a community need.

Staff recommends approval of the petitioner's request for a minor modification to the PUD Plan for the building and property at 520 S. Schmale Road, for the trash enclosure, the truck door and the relocated man door, subject to the conditions contained in the staff report.

Chairman Michaelsen asked about how the trash would be emptied. Mr. Sparesus described the proposed location of the new trash enclosure, saying that it would consist of a compactor and a dumpster located within a complete masonry enclosure along the north wall. The masonry would match the building and the chute would be painted to match the building. Mr. Sparesus described the truck movements on how the trash would be emptied in response to the question and also noted that their hours of operation would be the same as the center. He also stated that he does not know exactly what the trash pick up schedule will be. Chairman Michaelsen asked about the noise level of the compactor and was told that it would be a low volume. In response to the question, Mr. Sparesus said that the donation area will be inside of the store at the front. Chairman Michaelsen asked how the truck door would be used and was told that the delivery trucks would park at the truck door and fork lifts would move material to and from the truck.

Commissioner Manzzullo moved and Commissioner Vora made the second to approve a minor modification to a Planned Unit Development for Goodwill Industries at 520 S. Schmale Road. The results of the roll call vote were:

Ayes:	5	Commissioners Manzzullo, Christopher, Smoot, Spink, Vora and Michaelsen
Nays:	0	
Absent:	1	Commissioner Hundhausen

At 8:15 p.m. Commissioner Manzzullo moved and Commissioner Vora made the second to adjourn. The motion passed by unanimous voice vote.

FOR THE COMBINED BOARD

:

C-1 8-4-08

Village of Carol Stream

Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

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

DATE: July 30, 2008

RE: **Agenda Item for the Village Board Meeting of August 4, 2008.**
Spina Commercial Development - East Side of Schmale Road,
450 feet South of St. Charles Road
Special Uses - Planned Unit Development, Shopping Plaza, Drive-
up Service Window and Auto Laundry
Preliminary/Final PUD Plan Approval
Rezoning - B-2 General Retail District to B-3 Service District,
and R-1 One-Family Residence District to B-3 Service
District upon Annexation
Plat of Consolidation

PURPOSE

The purpose of this memorandum is to present the requests of the petitioner, Mario Spina, for annexation and zoning approvals to allow a multi-building commercial development on two parcels located generally within the southeast quadrant of the intersection of Schmale Road and E. St. Charles Road..

DISCUSSION

Mario Spina of Angel Associates LP has submitted a petition for annexation and application for several zoning approvals to allow a multi-building commercial development on two parcels located generally within the southeast quadrant of the intersection of Schmale Road and E. St. Charles Road. The proposed development would consist of three buildings with shared parking facilities.

The project was presented to the Village Board, with the recommendations of the Plan Commission, at their regular meeting on April 21, 2008, for information and possible discussion only. No Village Board action was requested other than to direct staff to prepare an annexation agreement and schedule a public hearing for annexation. At that meeting, the staff memorandum presented a number of issues that remained to be resolved, and so the Board directed that the case be brought back for further discussion. The project was brought back to the Village

Board on June 2, 2008, for further discussion once the petitioner had resolved those issues.

At the June 2nd meeting, the Village Board directed that staff proceed with the development of an annexation agreement, with the condition that the bank be removed from the special use requests. The petitioner has agreed to this condition, and so the bank use has been removed from the special use requests, and the building designated as a "bank" on the Final PUD Plan is now indicated as Future Development Building #3.

Recall that at the April 14th Plan Commission / Zoning Board of Appeals meeting, the PC/ZBA continued the petitioner's Sign Code variation requests until such time as staff could work with the petitioner to further evaluate and possibly modify his request. This work remains in progress, and no request for Sign Code variation is being brought to the Village Board at this time.

RECOMMENDATIONS

The PC/ZBA has recommended approval of the petitioner's requests for Special Use Permits for Planned Unit Development, Shopping Plaza, Drive-up Service Window and Auto Laundry; for approval of the Final PUD Plan; for approval of Rezoning to B-3 Service District; and for approval of a plat of consolidation to combine the separate parcels of the property into one parcel. The Village Attorney has reviewed the proposed annexation agreement, and finds it acceptable. Staff recommends approval of the petitioner's requests.

If the Village Board concurs with the PC/ZBA recommendation and the proposed annexation agreement, they should approve ordinances to authorize the following:

1. Execution of an annexation agreement with Angel Associates LP for the annexation and development of the Spina commercial development property.
2. Execution of a Plat of Annexation for the Spina commercial development property.
3. Amendment of the Official Zoning Map to classify the Spina commercial development as B-3 *Service District*.
4. Approval of Special Use Permits for Planned Unit Development, Shopping Plaza, Drive-up Service Window and Auto Laundry, and the Final PUD Plan, for the Spina commercial development subject to the following conditions:

- a. The development shall be designed and constructed in accordance with the Final PUD Plan prepared by Gleason Architects dated June 10, 2008, the Landscape Plan prepared by Gleason Architects dated June 10, 2008, and the Elevations prepared by Gleason Architects dated June 10, 2008, all of which are included in the Annexation Agreement as Exhibit B.
- b. That the multi-tenant retail building shall not be permitted to have more than 4,000 square feet allocated toward food service use, and that food service use in excess of 4,000 square feet will require approval of an amendment to the approved Final Planned Unit Development Plan;
- c. That the stormwater management areas shall require final approval from the Engineering Services Department at time of building permit;
- d. That traffic control signage be provided to the satisfaction of the Village Engineer;
- e. That the access drives to Schmale Road and St. Charles Road shall require approval from the DuPage County Division of Transportation;
- f. That the landscaping along Schmale Road and St. Charles Road should be a hardy, salt tolerant variety to avoid winter die-off;
- g. That all landscape materials shall be maintained in a neat and healthy manner, with dead or dying materials replaced with similar size and type species on an annual basis;
- h. That the parking stalls shall be striped in accordance with the Village's looped striping requirements;
- i. That all rooftop equipment shall be completely screened from view in all directions;
- j. That all ground-mounted mechanical equipment shall be screened from view from surrounding public streets;
- k. That all trash enclosures shall be constructed with masonry materials to match the masonry on the buildings;
- l. That separate building permits are required for all trash enclosures and signs; and
- m. That the development of the site and buildings will comply with all State, County and Village Codes and requirements.

The Village Board should also approve a resolution authorizing the plat of consolidation.

RJG:bg

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AGENDA ITEM
Ela 8-4-08

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager
FROM: Robert J. Glees, Community Development Director *RJG*
DATE: July 29, 2008
RE: **Agenda Item for the Village Board meeting of August 4, 2008: PC/ZBA Case No. 08165, William Coley, 178 Carriage Drive – Variation for Lot Coverage**

William Coley of 178 Carriage Drive has filed an application for a lot coverage variation to allow a wooden deck to be constructed between the existing pool and home on the property. The irregularly shaped deck would measure approximately 440 square feet in area. The maximum lot coverage in the R-3 District is 30%, but lot coverage is allowed to increase to 35% for pools and decks only, provided that in the case of decks, the ground surface beneath the deck is pervious to allow rain water to infiltrate the ground. With the proposed 440 square foot deck, the lot coverage would equal approximately 39.7%.

The staff report with supporting documentation was transmitted to the Village Board with the Plan Commission/Zoning Board of Appeals packet on July 25, 2008. At their July 28, 2008, meeting, the PC/ZBA voted 5-0 to recommend denial of the variation request. In making their recommendation, the Plan Commission indicated that no unique circumstance or hardship warranting approval of the variation was demonstrated by the applicant.

If the Village Board concurs with the PC/ZBA recommendation, they should deny the variation. If the Village Board were to wish to approve the variation request, they should direct staff to prepare the necessary ordinance for approval at the next Village Board meeting. A supermajority vote would be required to overturn the recommendation of the PC/ZBA.

RJG:bg

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Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

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

DATE: July 29, 2008

RE: **Agenda Item for the Village Board meeting of August 4, 2008: PC/ZBA Case No. 08190, Doyle Signs on behalf of Regency Centers Corporation, 560 S. Schmale Road – Sign Code Variations**

Regency Centers, owner of the Geneva Crossing Shopping Center, wishes to make several changes to the existing wall signage to the Carol Stream Dominick's store. However, the Sign Code requires that the blank wall area between multiple wall signs be included in the calculation of total sign area. If the blank wall area between each wall sign is included in the sign area calculation, the total sign area will exceed the maximum area allowed in the business zoning districts. The Sign Code also requires that when there are multiple wall signs, smaller signs cannot extend above or below the largest sign. To allow the proposed wall signage for the Dominick's store, Regency Centers is requesting variations from Section 6-11-6(B)(2) of the Sign Code to: 1) exclude the blank wall area between multiple signs in the calculation of wall sign area, and 2) allow four smaller signs to be installed below the largest sign.

The staff report with supporting documentation was transmitted to the Village Board with the Plan Commission/Zoning Board of Appeals packet on July 25, 2008. At their July 28, 2008, meeting, the PC/ZBA voted 6-0 to approve the Sign Code variation requests, subject to the conditions in the staff report.

The Plan Commission has the authority to approve 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.

RJG:bg

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6-1 8-4-08

Village of Carol Stream Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: William N. Cleveland, Assistant Village Engineer *WB*
DATE: July 31, 2008
RE: 2007 Flexible Pavement Project – Acceptance and Final Change Order

On July 16, 2008, we received the final invoice for the referenced project from R.W. Dunteman Co. Final waivers have been submitted and the punch list was finished this spring. The final documentation can now be sent to IDOT for the Motor Fuel Tax portion of the project.

This project was completed for \$2,669,562.01. It was \$183,437.99 (6.4%) under the budget amount (\$2,853,000.00) and \$467,500.16 (21.2%) over the original contract (\$2,202,061.85) due to base failure extras approved in previous change orders. The MFT portion of the contract was also over the MFT Construction Resolution of \$2,015,115.72 so a Supplemental Resolution of \$183,113.14 will be required.

The final amount for the Municipal Center parking lot, funded through General Corporate account, was \$471,333.15. It was over the budget of \$311,000.00 by \$160,333.15 (51.5%) due to unsuitable soils removal approved in previous change orders.

Final payment has been made to R.W. Dunteman Co., and this change order reduces the previous contract amount of \$2,698,856.39 from Change Order No. 4 by \$29,294.38 (1.1%) to \$2,669,562.01 based on the actual quantities constructed for the project.

Engineering staff therefore recommends approval of Change Order #5 decreasing the final contract amount by \$29,294.38 to \$2,669,562.01, and that the 2007 Flexible Pavement Project be accepted for maintenance by the Village of Carol Stream.

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

Attachments

CHANGE ORDER NO. 5 (FINAL)

PROJECT: 2007 Flexible Pavement Project

DATE OF ISSUANCE: August 4, 2008

OWNER: Village of Carol Stream

CONTRACTOR: R.W. Dunteman Co.

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

Description: Change Order based on final contract quantities.

Purpose of Change Order: Decrease contract amount

Attachments: Final invoice dated July 16, 2008

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIME:

Original Contract Price: \$ 2,202,061.85 Original Contract Time: August 17, 2007

Previous Change Orders: \$ 496,794.54 Change from previous Change Orders: 3 weeks

Current Contract Price: \$ 2,698,856.39 Current Contract Time: September 8, 2007

Net increase/(decrease) of this Change Order: \$ (29,294.38) Net increase of this Change Order: none

Contract Price with this Change Order: \$ 2,669,562.01 Contract Time with this Change Order: September 8, 2007

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

RECOMMENDED:
Engineering Services Dept.

APPROVED:
Village of Carol Stream

ACCEPTED:
R.W. Dunteman

By: _____
James T. Knudsen
Director of Engineering Services

By: _____
Joseph Breinig,
Village Manager

By: _____
(Name)
(Title)

Pay Application	Date	Terms	Contract
10	16 JUL 2008	NET 30	RWD - 0715

Contract Location

Customer 0308
 VILLAGE OF CAROL STREAM
 500 N GARY AVENUE
 CAROL STREAM, IL 60188-1899

Job Cost Project # 0715
 VILLAGE OF CAROL STREAM
 2007 FLEXIBLE PAVEMENT
 SECT. #07-00051-00-FP
 CAROL STREAM, IL 60188

Bid Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount
001	COMB C & G REML	LF	20695.0000	19689.8000	0.0000	19689.8000	3.9000	0.00	76,790.22
002	COMB CONC C & C TY B	LF	13792.0000	13178.1000	0.0000	13178.1000	13.8000	0.00	181,857.78
003	COMB CONC C & G TY M	LF	6903.0000	0.0000	0.0000	0.0000	13.8000	0.00	0.00
004	SIDEWALK REMOVAL	SF	14292.0000	22995.3000	0.0000	22995.3000	0.8500	0.00	19,546.02
005	DETECT WARN	SF	353.0000	1316.2000	0.0000	1316.2000	15.0000	0.00	19,743.00
006	PCC SIDEWALK 5"	SF	13939.0000	22466.9000	0.0000	22466.9000	3.8000	0.00	85,374.22
007	TOPSOIL, SEED & STRA	LF	13323.0000	22102.0000	0.0000	22102.0000	1.5000	0.00	33,153.00
008	DRVMY PVT REML	SY	1109.0000	3366.1000	0.0000	3366.1000	9.0000	0.00	30,294.90
009	BIT DRVMY REPL 2.5"	SY	853.0000	3002.7000	0.0000	3002.7000	14.5000	0.00	43,539.16
010	PCC DRVMY PVT 6"	SY	256.0000	363.4000	0.0000	363.4000	38.9000	0.00	14,136.26
011	INLETS TO BE REPAIRE	EA	72.0000	35.0000	0.0000	35.0000	250.0000	0.00	8,750.00
012	INLETS TO BE RECONST	EA	5.0000	8.0000	0.0000	8.0000	750.0000	0.00	6,000.00
013	INLETS TO BE ADJ	EA	11.0000	34.0000	0.0000	34.0000	275.0000	0.00	9,350.00
014	INLETS TO BE REPAIRE	EA	22.0000	29.0000	0.0000	29.0000	610.0000	0.00	17,690.00
015	CLD PATCH TY IV 3"	SY	1663.0000	2175.0000	0.0000	2175.0000	12.5000	0.00	27,187.50
016	HMA SURF REML 1.75"	SY	66149.0000	58447.0000	0.0000	58447.0000	2.4500	0.00	143,195.15
017	HMA SURF REML 2.5"	SY	14383.0000	35226.0000	0.0000	35226.0000	2.6500	0.00	93,348.90
018	HMA SURF REML 3.75"	SY	21259.0000	25905.5000	0.0000	25905.5000	3.6500	0.00	94,555.08
019	AGG FOR TEMP ACCESS	TON	40.0000	0.0000	0.0000	0.0000	40.0000	0.00	0.00
020	PREP OF BASE	SY	21259.0000	22194.5000	0.0000	22194.5000	0.8500	0.00	18,865.33
021	AGG (PC)	TON	101.0000	40.0000	-0.5000	39.5000	60.0000	-30.00	2,370.00
022	BIT MATL (PC)	GAL	10315.0000	10130.0000	-150.0000	9980.0000	2.5000	-375.00	24,950.00
023	STRIP REFL CRK CONTL	LF	9178.0000	6482.0000	0.0000	6482.0000	1.8100	0.00	11,732.42
024	LEV BIND, MACH METH.	TON	1518.0000	1637.2000	0.0000	1637.2000	51.5000	0.00	84,315.80
025	HMA BIND CRS IL-19.0	TON	3055.0000	3649.4400	0.0000	3649.4400	47.5000	0.00	173,348.40
026	HMA SURF CRS, MIX C,	TON	1832.0000	2232.9000	0.0000	2232.9000	54.0000	0.00	120,576.60
027	HMA SURF CRS, MIX C,	TON	10004.0000	9895.9700	0.0000	9895.9700	54.2500	0.00	536,856.38
028	HMA SURF CRS, MIX D,	TON	1653.0000	1584.0000	0.0000	1584.0000	55.2500	0.00	87,516.00
029	EARTH EXCAV	CY	5.0000	10.0000	0.0000	10.0000	100.0000	0.00	1,000.00
030	POR GRAN EMBKNT	CY	3.0000	4.8000	0.0000	4.8000	100.0000	0.00	480.00
031	THRM PVT MK LINE 4"	LF	1998.0000	1649.0000	0.0000	1649.0000	0.5000	0.00	824.50
032	THRM PVT MK LINE 6"	LF	1272.0000	2173.0000	0.0000	2173.0000	0.7000	0.00	1,521.10
033	THRM PVT MK LINE 24"	LF	364.0000	463.0000	0.0000	463.0000	3.2200	0.00	1,490.86
034	THRM PVT MK LET & SY	SF	114.0000	327.6000	0.0000	327.6000	3.6600	0.00	1,199.02
035	TRAF CONTL & PROT	LS	1.0000	1.0000	0.0000	1.0000	37500.0000	0.00	37,500.00
036	TEST STRIP	EA	3.0000	0.0000	0.0000	0.0000	1500.0000	0.00	0.00
037	6" DIA PVC DRAIN PIP	FT	120.0000	100.0000	0.0000	100.0000	45.0000	0.00	4,500.00
038	TRENCH BK FILL	CY	8.0000	1.0000	0.0000	1.0000	100.0000	0.00	100.00
039	MIX FOR CRK, JNTS &	TON	100.0000	0.0000	0.0000	0.0000	50.0000	0.00	0.00
040	DETECTOR LOOP REPL	LF	288.0000	488.0000	0.0000	488.0000	18.0000	0.00	8,784.00
041	CURB REML	LF	1483.0000	0.0000	0.0000	0.0000	4.0000	0.00	0.00
042	CONC CURB TY B	LF	1483.0000	0.0000	0.0000	0.0000	14.0000	0.00	0.00
043	SIDEWALK REML	SF	160.0000	444.0000	0.0000	444.0000	2.5000	0.00	1,110.00
044	PCC SIDEWALK 5"	SF	160.0000	418.0000	0.0000	418.0000	7.0000	0.00	2,926.00
045	RESTOR	LS	1.0000	1.0000	0.0000	1.0000	1000.0000	0.00	1,000.00
046	INLETS TO BE ADJ	EA	10.0000	12.0000	0.0000	12.0000	525.0000	0.00	6,300.00
047	CL D PATCH TY IV 3"	SY	1615.0000	31.0000	0.0000	31.0000	12.5000	0.00	387.50
048	HMA SURF REML 4"	SY	9340.0000	9340.0000	0.0000	9340.0000	3.0000	0.00	28,020.00
049	PREP OF BASE	SY	9340.0000	9340.0000	0.0000	9340.0000	1.6500	0.00	15,411.00
050	SAND	TON	9.0000	0.0000	0.0000	0.0000	60.0000	0.00	0.00
051	BIT MATL (PC)	GAL	934.0000	0.0000	0.0000	0.0000	3.5000	0.00	0.00
052	HMA BIND CRS IL-19.0	TON	1345.0000	1406.0000	0.0000	1406.0000	59.5000	0.00	83,657.00
053	HMA SURF CRS, MIX C,	TON	1075.0000	1175.0300	0.0000	1175.0300	71.0000	0.00	83,427.13
054	CONDUIT & WIRE FOR P	LF	814.0000	0.0000	0.0000	0.0000	33.1000	0.00	0.00
055	THRM PVT MK-LINE 4"	LF	6560.0000	0.0000	0.0000	0.0000	0.6000	0.00	0.00
056	THRM PVT K LET & SY	SF	30.0000	0.0000	0.0000	0.0000	4.0000	0.00	0.00
								-405.00	2,244,680.23

Total Base Contract

Change Order 01 ACURA EXTRA WORK

X001	CONC CURB TY B REMOV	LF	1483.0000	1630.0000	0.0000	1630.0000	6.4000	0.00	10,432.00
X002	CONC CURB & GUTTER T	LF	1483.0000	1410.5000	0.0000	1410.5000	14.9000	0.00	21,016.45

R W DUNTEMAN CO
 PO BOX 1129 600 S LOMBARD
 ADDISON, IL 60101
 630-953-1500

Invoice 35741CM
 Page No. -2-

Pay Application	Date	Terms	Contract
10	16 JUL 2008	NET 30	RMD - 0715

Contract Location

Customer 0308
 VILLAGE OF CAROL STREAM
 500 N GARY AVENUE
 CAROL STREAM, IL 60188-1899

Job Cost Project # 0715
 VILLAGE OF CAROL STREAM
 2007 FLEXIBLE PAVEMENT
 SECT. #07-00051-00-FP
 CAROL STREAM, IL 60188

Bid Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount
Total Change Order 01								0.00	31,448.45
Change Order 02 ACURA EXTRA WORK									
X003	PCC DWY REM. & REPL.	SY	29.3300	29.3300	0.0000	29.3300	74.5000	0.00	2,185.09
X004	HIGH EARLY REDI-MIX	CY	25.0000	25.0000	0.0000	25.0000	15.0000	0.00	375.00
X005	ARMOR CAST HC TILES	SF	32.0000	32.0000	0.0000	32.0000	54.0000	0.00	1,728.00
Total Change Order 02								0.00	4,288.09
Change Order 03 ROBI EXTRA WORK									
X006	COMB CONC C & G TY M LF		5173.0000	6439.7000	0.0000	6439.7000	20.9000	0.00	134,589.73
Total Change Order 03								0.00	134,589.73
Change Order 04 QUANT. A/D B/15									
X007	REMOVE UNSUITABLE (E CY		1000.0000	2585.4100	0.0000	2585.4100	37.4000	0.00	96,694.33
X008	PGE REPLACEMENT	CY	1000.0000	2585.4100	0.0000	2585.4100	34.5000	0.00	89,196.65
Total Change Order 04								0.00	185,890.98
Change Order 05 HTE EXTRA WORK									
X009	GALV STL COND 2" - P LF		908.0000	908.0000	0.0000	908.0000	30.2500	0.00	27,467.00
Total Change Order 05								0.00	27,467.00
Change Order 06 EXTRA WORK @ PLUM GROVE									
X010	REM. UNSUITABLE	CY	254.2000	254.2000	0.0000	254.2000	70.0000	0.00	17,794.00
X011	REPL. W/PGE	CY	254.2000	254.2000	0.0000	254.2000	70.0000	0.00	17,794.00
Total Change Order 06								0.00	35,588.00
Change Order 07 V & R EXTRA WORK									
X012	REM & REPL BRICK PAV LS		1.0000	1.0000	0.0000	1.0000	5609.5300	0.00	5,609.53
Total Change Order 07								0.00	5,609.53
Total Contract And Change Orders								-405.00	2,669,562.01

Billing Summary For Contract 0715

	Current	To Date
Complete To Date	-405.00	2,669,562.01
Materials On Hand	0.00	0.00
Sales Tax	0.00	0.00
Less Retainage @ 0.0000 %	-26,699.67	0.00
Balance	26,294.67	2,669,562.01
Less Previous Payments		2,632,154.36

R W DUNTEMAN CO
 PO BOX 1129 600 S LOMBARD
 ADDISON, IL 60101
 630-953-1500

Pay Application	Date	Terms	Contract
10	16 JUL 2008	NET 30	RWD - 0715


Customer 0308
 VILLAGE OF CAROL STREAM
 500 N GARY AVENUE
 CAROL STREAM, IL 60188-1899

Contract Location
 Job Cost Project # 0715
 VILLAGE OF CAROL STREAM
 2007 FLEXIBLE PAVEMENT
 SECT. #07-00051-00-FP
 CAROL STREAM, IL 60188

Bid Item	Description	UDM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount
			Total Amount Due			26,294.67		37,407.65	

G-2 8-4-08

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: William N. Cleveland, Assistant Village Engineer 
DATE: July 29, 2008
RE: Town Center Grass Parking Area, Award of Reseeding Contract

As part of this year's budget, \$95,000 was included to provide lighting and grass for the property in the Town Center south of Fountain View Drive. Staff was able to partner with the contractor doing the grading work for the Park District at Slepica Farm and regraded the property at no cost to the Village. Public Works then applied Round-Up to the remaining vegetation to prepare the site for seed.

Due to the poor soil, lack of irrigation, and use for vehicle parking, it was decided that typical lawn turf would not perform well on the site. We researched and found a native grass with a deep root structure and high drought tolerance called "Buffalo Grass". The only draw back is this is a warm weather grass (Kentucky Blue Grass is a cool weather grass) and therefore is last to turn green in the spring, and the first to turn brown in the fall. However, its benefits in drought tolerance, ability to support vehicles, and low maintenance out weighed the disadvantages.

Due to the unique character of the grass, most landscapers are unfamiliar with its planting. The contractor that performs the wetland burns, herbicide and seeding was able to provide a quotation for seedbed preparation, planting and mulching. LaFayette Home Nursery, Inc. submitted a quote of \$19,894.98 (\$3,315.83/acre) to prepare the seedbed, install the seed with Oats as a temporary cover, and straw mulch the entire site. Of the \$95,000 budgeted, the quote is within the \$27,000 apportioned for grading and seeding.

Engineering staff therefore recommends that the quote for seeding the Town Center grass parking area be approved, and a purchase order in the amount of \$19,894.98 be made to LaFayette Home Nursery, Inc.

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

attachments

La Fayette Home Nursery, Inc.

R.R. 1, BOX 1A, LaFAYETTE, ILLINOIS 61449
 PHONE (309)995-3311 FAX (309)995-3909
 WEB SITE: www.lafayettenursery.com
 E-MAIL: tonyclhn@winco.net

Revised Installed Quotation

DATE 7/16/08
 NO. 17562

Total Due Net 30 Days: \$19,894.98
 1/3 Deposit Requested (\$6,631.66)

QUOTE TO

Village of Carol Stream
 Engineering Services Department
 500 N. Gary Avenue
 Carol Stream, IL 60188-1899
 ATTN: Bill Cleveland
 PH: (630) 871-6220, FAX: (630) 865-1064

PROJECT LOCATION

Village of Carol Stream
 Town Center
 Parking Area
 Revised 7/15/08 for 6 Acres

SALESMN	LEAD TIME	INSTALL-YES	DELIVER	TERMS:
Dave Lahr				1/3 Deposit Requested Balance Due Net 30 Days
QTY	ACRES	ITEM		

La Fayette Home Nursery will supply the labor, equipment and materials to install Buffalo Grasses at the Town Center parking area.

261360 sf
 80.000 #/A

6.000 Ac.
 0.00 oz/A

Buffalo Grass

Buchloe dactyloides (Buffalo Grass) plus Seed Oats @ 32#/Acre

Seed Cost:

Sales Tax on Material, @ 6.25%:	\$1750.40/Ac.	\$10,502.40
Seedbed Preparation:		\$0.00
Installation of Seed:	\$525.00/Ac.	\$3,150.00
Straw Mulch Installed, As Needed:	\$450.00/Ac.	\$2,700.00
Buffalo Grass, Installed:	\$590.43/Ac.	\$3,542.58

\$19,894.98

QUOTATION SUMMARY

6.000 Ac. Buffalo Grass, Installed:
 Total, Installed:
 1/3 Deposit Requested:
 Balance Due Net 30 Days:

\$19,894.98

\$19,894.98
 (\$6,631.66)
 \$13,263.32

Revised Quotation faxed:

7/16/2008

THANK YOU!

APPLICABLE TERMS FOR THIS QUOTATION/TO ORDER:

We would request a 1/3 deposit on an order (of work to be completed at one time) to reserve seed and/or plant material, and schedule any work. The wholesale price balance would then be due within 30 days after completion of our installation in its various stages. Please note that in billing, we reserve the right to credit a pro-rated portion of the total deposit credit, according to the amount and value of the stage of work completed as compared against the Installed Grand Total above, or against any Revised Grand Total that becomes necessary by consent of both parties as additional work which has not been quoted above. Thirty days after invoice submittal for a stage of work completed, any unpaid balance reverts to our retail price basis (an additional one-third).

NOTE: We cannot consider this a firm order until we receive a purchase order, and a copy of this quotation page, signed and dated, WITH your applicable deposit or prepayment, if any. Return of this signed page is perfectly valid by fax; our Fax is (309)995-3909. Thanks.

APPROVAL OF TERMS AND QUOTATION/ ORDER AUTHORIZATION:

Fill in blank below to waive sales tax:

For Village of Carol Stream


Date

Tax-Exempt # if applies

G-3 8-4-08

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: James Knudsen, Director of Engineering Services 

DATE: July 30, 2008

RE: Plan Reviews and Inspections for the Village of Carol Stream & DuPage County Storm Water Ordinances of Special Management Areas (SMAs) - Award of Contract for Professional Engineering Services

SMA's are areas that include wetlands, floodplain, floodways and riparians. The DuPage County Countywide Stormwater and Flood Plain Ordinance requires the Village to perform SMA reviews and inspections utilizing experts with special knowledge in the fields of hydrology and hydraulics, wetland and soil sciences. It would be impractical to hire an in-house specialist, therefore the Village has been using outside consultant engineering services to perform this valuable function.

SMA reviews will be required for both private site plans and Village/DuPage County watershed projects. Wetland inspections will also be required for mitigation sites. Based on previous reviews and inspections, staff has budgeted \$17,500 for site plan reviews, \$5,600 for wetland inspections. Both the site plan reviews and wetland inspections will be billed back to the developers along with a \$100/permit administration fee.

Since this Ordinance has been in effect (September 1991) the Village has utilized the services of Christopher B. Burke Engineering, Ltd. (CBBEL) and STS Consultants. CBBEL has performed the reviews and inspections on all projects unless there is a conflict of interest. In those instances, the Village has substituted STS as the reviewer. This contract is for plan review and inspection services to be performed by CBBEL.

CBBEL has performed the reviews and inspections in a timely and very professional manner. Continuing to utilize CBBEL will allow us to maintain a consistent interpretation of the Ordinance that's reliable but not overly burdensome. Therefore, staff recommends approval of the SMA contract for plan reviews and inspections to CBBEL at the specified rates of Attachment C.

Cc: William N. Cleveland, Assistant Village Engineer
Stan Helgerson, Finance Director

Attachment

ATTACHMENT C

CONSULTANT SERVICES AGREEMENT

This AGREEMENT entered into by and between Christopher B. Burke Engineering, Ltd. HEREINAFTER REFERRED TO AS THE "FIRST PARTY" AND THE VILLAGE OF CAROL STREAM, 500 North Gary Avenue, DuPage County, Illinois hereinafter referred to as the "Second Party".

WHEREAS, "First Party" will be furnishing certain employees for temporary assignment to the "Second Party" for engineering services involving construction inspection, site plan review and other miscellaneous review items.

The "First Party" is committed to furnish the "Second Party":

- A professional Engineer with two years experience in stormwater and floodplain management.
- An Engineer with two years experience in the application of continuous hydrology and fully dynamic hydraulic models.
- An environmental scientist who has attended at least one course in wetland delineation approved by the DuPage County Department of Environmental Concerns, Stormwater Management Division (Department).
- A soil scientist meeting the qualifications of the Department.

The "First Party" also agrees that they will replace said employee(s), when requested by the "Second Party," within twenty-one (21) calendar days.

The "First Party" will submit monthly invoices for payment to the "Second Party" for engineering services. The basis of the invoices shall be the number of hours worked in the billing period by each employee of the "First Party" at the following rates:

Stormwater Management Engineer	\$ <u>165</u> /hr
Hydrological/Hydraulic Engineer	\$ <u>123</u> /hr
Environmental Scientist	\$ <u>147</u> /hr
Soil Scientist	\$ <u>147</u> /hr

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the parties hereby agree:

The "Second Party" hereby agrees:

1. That they will not solicit the permanent services of personnel furnished by the Engineer for a period of six (6) months following the expiration date of this Agreement.
2. The "Second Party" agrees to compensate the "First Party" for providing the above described services on a time and expense basis in accordance with the attached Schedule of Hourly Charges, which is subject to change at the beginning of the next calendar year and at subsequent intervals of not less than twelve months.

The "First Party" hereby agrees:

1. To comply with all relevant laws, regulations and rules promulgated by any Federal, State, County, Village and/or other government unit or regulatory body now in effect or which may be in effect and which are relevant during the performance of the work to which reference is made above. Included within the scope of the laws, regulations and rules referred to this paragraph, but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commissions regulations, Workmen's Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, FEPC or FEOC statutory provisions and rules and regulations.
2. To protect, indemnify, hold and save harmless the "Second Party" against any and all claims, costs, causes, actions and expenses, incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees or officers of the "First Party", on account of personal injuries or death, or damages to property occurring or resulting directly from negligent performance by the "First Party".
3. To keep in force, to the satisfaction of the "Second Party", at all times during the performance of the work referred to above, Public Liability Insurance containing a contractual Liability Clause and Automobile Liability Insurance with Bodily Injury limits of not less than \$1,000,000, and Property Damage Insurance with limits of not less than \$1,000,000. The "First Party" agrees that at any time upon the demand of the "Second Party", proof of such insurance coverage will be submitted to the "Second Party". There shall be no additional charge for said insurance to the "Second Party".
4. To furnish, when requested by the Village any affidavit or certificate as required from by County, State or Federal Agencies in connection with the work covered by this agreement.
5. To indemnify "Second Party" for any loss it may sustain by theft or other cause from the acts of negligence of the employees of the "First Party" or its subcontractors.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the "First Party" or his/its employees representative or subcontractors are in no sense employees of the "Second Party", it being specifically agreed that in respect to the "Second Party," the "First Party" bears the relationship of an independent contractor.

This agreement shall be in effect from the 1st day of May 2008 until the 30th day of April, 2009, inclusive.

IN WITNESS WHEREOF, THE PARTIES have executed this agreement this _____ day of _____ for new fee schedule.

FIRST PARTY:

SECOND PARTY:

Christopher B. Burke Engineering, Ltd.

By: 

Christopher B. Burke, PhD, PE
President

By: _____

ATTEST:

ATTEST:

Christopher B. Burke Engineering, Ltd.

By: 

Melissa Johandes
EXECUTIVE SECRETARY

By: _____

SLS/kaz/elg


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AGENDA ITEM

G-4 8-4-08

Village of Carol Stream **Interdepartmental Memo**

TO: Joe Breinig, Village Manager

FROM: John A. Turner, Director of Public Works 

DATE: July 28, 2008

RE: Staff Recommends Approval of Change Order #1 to the A1 Filter Rehab Contracting Corporation for the Repairs to the Sand Filter at the WRC in the Amount of \$4,840

One June 16th of this year, the Village Board authorized a contract to A1 Filter Rehab Contracting Corporation to conduct repairs to one of the four sand filters at the Water Reclamation Center. Shortly after this work got underway, on July 8th, it was discovered that a shut-off valve to the filter was unexpectedly leaking, causing a delay in work to be completed. Plant staff eventually repaired the leaking valve; however, this delay caused extended time and material cost to the contractor, which they are seeking a change order to the contract in the amount of \$4,840.

Inasmuch as A1 Filter Rehab appropriation was hired on a time and materials basis to repair the filter, and inasmuch as the Village budgeted \$35,000 for this possible repair, it is recommended that the change order in the amount of \$4,840 be approved and authorized for payment to A1 Filter Rehab Contracting Corporation.

JAT:lm
att.

Filter Media & Underdrain Removal & Installation

Filter Rehab Contracting Corp.



7495 West Wood Street
Decatur, Illinois 62522
Email: roger@alfilterrehab.com
www.alfilterrehab.com

Office: 217-963-1091
217-963-1092
Fax: 217-963-1093
Toll Free: 1-800-304-5557

INVOICE

Date: 07/11/08

Bill To:	P.O. No.	Due Date	Rep	Project
Mike Burnett Village of Carol Stream 245 Kuhn Road Carol Stream, IL 60188	467-2633	On Receipt	Mike Burnett	Filter Rehab Waste Plant
Description				
Contract dated 06/05/07: Supply, Remove and Install 42 ton of Filter Sand and Repair 80 Plates, Top side only clean and seal: \$22,600.00				
Extra charges for Labor and Equipment due to valve leakage in Filter.07/08/08 and 07/09/08. Vac Truck Mob and Labor, Fork Lift, Service Truck and Trailer, (2) Men Labor and (1) Night Motel and Perdium. \$4,840.00				
				<i>Thank You!</i> <i>Roger K. [Signature]</i>
				Subtotal \$27,440.00
				Sales Tax .00
				Amount Received .00
				Total \$27,440.00

Filter Media & Underdrain Removal & Installation

A Filter Rehab Contracting Corp.



7495 West Wood Street
Decatur, Illinois 62522
Email: roger@a1filterrehab.com
www.a1filterrehab.com

Office: 217-963-1091
217-963-1092
Fax: 217-963-1093
Toll Free: 1-800-304-5557

To: Mike Burnett
Village of Carol Stream
245 Kuhn Road
Carol Stream, IL. 60188

From: Roger K. Johnson
Supply, Remove and Install Media
Date: 06/05/07
Quote good for 30 days

A1 Filter Rehab is pleased to quote the following: Supply, Remove and Install 11" (42) ton of .45 - .55 uc 1.50 of Filter Sand from Automatic Back Wash Filter 12'5" x 80' for a total square footage of 1000 sq. ft. Re seal plates (top side only). Disposal of spent Media and empty super sacks on site. All work performed will meet or exceed A.W.W.A Standards.

Supply and Install Media, Repair 80 Plates (1) Filter: \$22'600.00

Thank You!

A handwritten signature in black ink, appearing to read "Roger K. Johnson". The signature is written in a cursive, flowing style.

Roger K. Johnson
President / Project Manager
A1 Filter Rehab

Toll Free: 1-800-304-5557

A.W.W.A Standards

Contract/S.O.: _____

Project: CAROL Stream

Service Rep.: _____

ADDITIONAL COMMENTS: Tues 8:00-2:00 couldn't
stop water from coming in filter
wed AT 12:00 Mike got 6/8 plugs for
45 holes. INSTALLED them in ABOUT
2hr STOPPED WATER STARTED
sucking media AT 1:15 Finished
AT 9:30
Thurs sealed ~~under~~ drain
It started.

AUTHORIZED
CUSTOMER
SIGNATURE:

[Signature]

TITLE:

Project Manager

DATE:

7/1/08

CHANGE ORDER NO.

PROJECT: WRC Filter Rehab

DATE OF ISSUANCE: 6/16/08

OWNER: Village Of Carol Stream

CONTRACTOR: A1 Filter Rehab Cont. Corp

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

Description: T&M for completion of replacing filter sand due to leaking valve

Purpose of Change Order: Completion of contracted work.

Attachments:

CHANGE IN CONTRACT PRICE

CHANGE IN CONTRACT TIME

Original Contract Price: \$22,600.00

Original Contract Time: 2 days

Previous Change Orders: 0

Change from Previous Change Orders: 0

Current Contract Price: \$27,440.00

Current Contract Time: 3 days

Net Increase/(Decrease) of this Change Order \$4,840.00

Net increase/(decrease) of this Change Order: 1 day

Contract Price with this Change Order: \$27,440.00

Contract Time with this Change Order: 3 days

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:
Public Works Department

APPROVED:
Village of Carol Stream

ACCEPTED:
(Contractor)

By: 
John A. Turner
Director of Public Works

By: _____
Joseph E. Breinig
Village Manager

By: _____
Name

Title

G-5 8-4-08

VILLAGE OF CAROL STREAM INTER-DEPARTMENTAL MEMO

TO: Robert Mellor, Assistant Village Manager
FROM: Marc Talavera, Information Services Coordinator
DATE: August 1st, 2008
RE: Thin Client



Included in the current fiscal year budget are funds to purchase 35 desktop computers to replace the older desktop equipment. On May 19th 2008, the board awarded the purchase of 16 computers to Dell who was the low bidder for the equipment. The urgency of this purchase was prompted by Microsoft's plan to cease production of Windows XP for new computers on June 30th 2008. Prior to placing the order, I completed an assessment of our computer equipment versus our needs to determine whether we could purchase equipment more cost effectively without sacrificing performance while also reducing the volume of equipment purchased and our energy demand to operate it. I would like to submit my findings, recommending we satisfy our computing requirements with a thin client solution rather than pursue thick clients.

A thin client, is a computer system or application that uses a central server for most, if not all processing activities, similar to the old mainframe technology. In contrast, a thick or fat client (think desktop computer) does as much processing as possible and passes only data for communications and storage to the server. We currently use a traditional thick client or a computer on every desk approach. As application demands change and hardware ages, we are committed to refreshing equipment every four years due to warranty limitations and application demands. An alternative to this computing approach is to use a thin client strategy. We would minimize the amount of equipment on the desktop and install the required applications on a backend centralized server. The server then handles all of the application processing and the thin client is only used for a display and network access.

There are many advantages to using this type of technology versus a traditional fat client application. The most compelling reason is reducing the expense associated with costly desktop replacements. Currently we refresh our equipment every four years. In a thin client environment this could easily be extended to six years. In addition, thin clients are not as expensive as desktops. By converting to this technology we would replace desktop equipment fewer times with less expensive components all without degrading performance. The following chart assumes that most computers will be replaced with thin clients.

After evaluating the needs of each department and testing the application demands, I have found that in most cases the workload could easily and cost effectively be satisfied through the use of a thin client. The budgeted numbers have been extended to 2014 - 2015 to help emphasize the potential savings.

Actual Budget

	Budget 2008-09	Budget 2009-10	Budget 2010-11	Budget 2011-12	Budget 2012-13	Budget 2013-14	Budget 2014-15
Computers Grand Total	\$88,100	\$60,850	\$79,000	\$116,900	\$68,800	\$104,600	\$89,950
Printers Grand Total	\$19,200	\$7,400	\$23,050	\$2,400	\$19,200	\$7,400	\$23,050
Special Grand Total	\$28,300	\$48,050	\$4,700	\$1,200	\$28,300	\$48,050	\$4,700
Grand Total	\$135,600	\$116,300	\$106,750	\$120,500	\$114,400	\$160,050	\$97,700

Proposed Budget with Thin Clients

	Budget 2008-09	Budget 2009-10	Budget 2010-11	Budget 2011-12	Budget 2012-13	Budget 2013-14	Budget 2014-15
Computers Grand Total	\$89,200	\$55,450	\$79,000	\$104,900	\$38,300	\$84,800	\$75,050
Printers Grand Total	\$19,200	\$7,400	\$23,050	\$2,400	\$19,200	\$7,400	\$23,050
Special Grand Total	\$28,300	\$48,050	\$4,700	\$1,200	\$28,300	\$48,050	\$4,700
Grand Total	\$136,700	\$110,900	\$106,750	\$108,500	\$85,800	\$140,250	\$102,800
Difference	\$1,100	(\$5,400)	\$0	(\$12,000)	(\$28,600)	(\$19,800)	\$5,100
Total Savings	\$59,600						

This technology is also regarded as a "Green" approach to computing. The power consumption of a thin client is a fraction of the traditional desktop and since we are refreshing our equipment less frequently, our carbon footprint is dramatically reduced.

Rather than continue with traditional computer replacements, my recommendation is to pursue a thin and fat client hybrid solution to help centralize management of hardware and software, reduce costs and provide an effective portable, low cost solution. Although the board had approved a Dell computer purchase on May 19th of 2008, the computers were not purchased so the funds are still available. If the Board approves this recommendation, we would start planning a migration to thin clients this year, replacing the 35 scheduled computers with the thin client alternative. We have XP licenses that would be transferred to required employees where necessary. This change would then require a hardware rescheduling assignment and this years computers would be replaced in 2013-2014 instead of 2011-2012. Similar adjustments would be made for future purchases.

I will, of course, be happy to answer any questions you might have. It is recommended that we purchase thin clients instead of traditional desktop computers for most employees.

AGENDA ITEM

H-1 8-4-08

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE
CAROL STREAM CODE OF ORDINANCES BY INCREASING
THE NUMBER OF CLASS A LIQUOR LICENSES FROM 8 TO 9
(VANGELO'S TOWN CENTER GRILL, 1021 FOUNTAINVIEW DRIVE)**

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 11, Article 2 of the Carol Stream Code of Ordinances,
Classification of Liquor Licenses, be and the same is hereby amended by increasing
the number of Class A Liquor Licenses from eight (8) to nine (9), effective August 4,
2008.

SECTION 2: This Ordinance amending Chapter 11 of the Code of Ordinances of
the Village of Carol Stream shall be reprinted in the loose-leaf volume, which bears
that title.

SECTION 3: This Ordinance shall be in full force and effect from and after its
passage and approval by law.

PASSED AND APPROVED THIS 4TH DAY OF AUGUST 2008.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

AGENDA ITEM

ORDINANCE NO. _____

14-2 8-4-08

AN ORDINANCE AMENDING THE MUNICIPAL HOTEL TAX

WHEREAS, for many years, Article IX, of Chapter 5 of the Carol Stream Municipal Code has dealt with municipal hotel tax; and

WHEREAS, there have been a number of changes in law relating to such tax; and

WHEREAS, the Corporate Authorities wish the hotel tax to apply to permanent residents of hotels; and

WHEREAS, certain restrictions in the use of the proceeds of the hotel tax are not applicable to home rule municipalities;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE 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: Section 5-9-1, DEFINITION, of the Carol Stream Code of Ordinances shall be amended in that the words "PERMANENT RESIDENTS" and the definition of those words shall be deleted.

SECTION 2: Section 5-9-2, TAX IMPOSED, of the Carol Stream Code of Ordinances shall be amended in that the following words shall be deleted from the first sentence: "excluding, however, from the gross rental receipts, the proceeds of such renting, leasing or letting to permanent residents of that hotel." The first sentence of Section 5-9-2 shall hereinafter read: "A tax is hereby imposed upon all persons engaged in the Village in the business of renting, leasing or letting rooms in a hotel on the gross rental receipts from such renting, leasing or letting."

SECTION 3: Section 5-9-4, USE OF PROCEEDS of the Carol Stream Code of Ordinances shall be amended to read, as follows: "The proceeds from the tax collected pursuant to this article may be used for any valid public purpose."

SECTION 4: This Ordinance amending provisions of the Code of Ordinances of the Village of Carol Stream shall be reprinted in the loose bound volume which bears that title.

SECTION 5: In order to give persons subject to the municipal hotel tax some notice of this amendment, the provisions of this Ordinance shall take effect upon its passage, approval and publication in pamphlet form as provided by law, but the modifications to the tax shall only be applicable to gross rental receipts received on and after October 1, 2008.

PASSED AND APPROVED THIS 4TH DAY OF AUGUST 2008.

AYES:

NAYS:


ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
INTER-DEPARTMENTAL MEMO

TO: Mayor & Trustees
FROM: Joseph E. Breinig, Village Manager 
DATE: July 22, 2008
RE: Municipal Hotel Tax

Currently the Municipal Hotel Tax exempts permanent residents. Permanent residents are defined as "any person who occupies or has the right to occupy any room or rooms in a hotel for at least 30 consecutive days". During recent discussions concerning Value Place there has been discussion about removing this exemption and making all hotel stays. Previously the Village Attorney advised that this exemption could be removed to level the playing field between hotels. Attached are the current Municipal Hotel Tax from the Municipal Code and the proposed amendment. The amendment has an effective date of October 1, 2008 to accommodate current long-term stays.

Attachment

H-3 8-4-08

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE EXECUTION
OF AN ANNEXATION AGREEMENT
(24W349 ST. CHARLES ROAD)**

WHEREAS, Mario Spina, Vice-President of Angel Associates, LP, owner of the property on the East Side of Schmale Road, 450 feet South of St. Charles 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 24W349 St. Charles 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 4TH DAY OF AUGUST 2008.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody
, Village Clerk

APPENDIX A
ANNEXATION AGREEMENT

THIS AGREEMENT (“Annexation Agreement”) is entered into this ____ day of ____, 2008, by **Angel Associates, LP** (“Owner”) and the Village of Carol Stream (“Village”).

WHEREAS, **Angel Associates, LP** is the Owner of record of certain real estate, described as follows:

THE EAST 130 FEET OF LOT 5 (AS MEASURED ALONG THE SOUTH LINE THEREOF) IN MILTON TOWNSHIP SUPERVISORS ASSESSMENT PLAT NO. 4 IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPLE MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

(hereinafter referred to as the “Subject Property”); 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 has no 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

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

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

WHEREAS, Owner proposes to develop the Subject Property within the **B-3 Service District** of the Village upon annexation in accordance with a Final Planned Unit Development Plan prepared by **Gleason Architects** dated **June 10, 2008**, the Landscape Plan prepared by **Heller & Associates LLC** dated **June 10, 2008**, and the Exterior Proposed Color Elevations prepared by **Gleason Architects** dated **June 10, 2008**, (the “**PLANS**”) together with such modifications as may be approved by the Village; and

WHEREAS, on April 14, 2008, the Plan Commission / Zoning Board of Appeals of the Village held a Public Hearing on the proposed rezoning of the Subject Property pursuant to notice published and given as required by law; and

WHEREAS, the Plan Commission / Zoning Board of Appeals has submitted its Findings of Fact and Recommendations to the Board of Trustees of the Village and has recommended that the Subject Property be rezoned upon annexation **B-3 Service District** within the Village; and

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

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

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

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

3. ANNEXATION. The Owner shall, contemporaneously with the execution hereof, file with the Village Clerk a duly executed petition to annex the Subject Property which constitutes territory contiguous to the Village pursuant to and in accordance with the provisions of Illinois Compiled Statutes 5/7-1-1, and subject to the contingency described in Paragraph 6 below, the Village will annex the Subject Property.

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

5. ZONING OF THE PROPERTY. Upon annexation of the Subject Property to the Village, the Village shall, without further hearing, immediately zone the Property to the **B-3 Service District**, and grant special use permits for Planned Unit Development, Shopping Plaza, Drive-up Service Window and Auto Laundry.

6. ANNEXATION FEES TO VILLAGE. The annexation fee payable to the Village is \$1,100.40, payable at time of recordation of the ordinance annexing the Subject Property.

7. FIRE PROTECTION DISTRICT CONTRIBUTION. The contribution to the Carol Stream Fire Protection District, as required by 7-8-19 of the Village Code, is \$1,100.40, payable at time of recordation of the ordinance annexing the Subject Property.

8. SEWER AND WATER FEES OR CHARGES. The Water and Sewer Expansion Connection Fee, the water meter fee, the sewer and water tap-on fees and the user fees relating to

sewer and water installations and services shall be those charges generally applicable in the Village for similar installations or services at the time that the fees or charges are due.

9. OTHER DONATIONS. The Owner shall not be otherwise required by the Village to donate any land or money to the Village or any other governmental body, except as provided in this Agreement. In addition, the Owner shall not be required to construct any improvements or improve any streets except as required by the Village ordinances and this Agreement.

10. PLAN APPROVAL. The Subject Property may only be developed in accordance with the **PLANS**, copies of which are collectively attached hereto as Exhibit B, unless the Owner submits a petition for an amendment to the **PLANS** to the Village Board and such petition is granted, upon which such development may incorporate said amendment. The Subject Property may not be developed, even under the ordinances of the Village, in a manner contrary to the Plans, except after Village approval in accordance with the procedures set forth in the Carol Stream Municipal Code, Chapter 16, Article 16, Planned Unit Development. An ordinance approving a change in the **PLANS** can be passed by a vote of the majority of the Corporate Authorities rather than two-thirds of the Corporate Authorities; provided, however, that the Corporate Authorities are not required to amend the **PLANS** during the term of this Agreement.

11. WARRANTY. The Corporate Authorities of the Village and the Owner warrant that they have the authority to enter into this Agreement. The Corporate Authorities of the Village further warrant that they will perform all their obligations hereunder and will cause the annexation agreement to be recorded.

12. BINDING EFFECT/TERM/DISCONNECTION. This Annexation Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns

of the Owner, and upon any successor Corporate Authorities of the Village and successor municipalities for a period of twenty (20) years from the date of execution hereof.

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

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

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

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

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

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

15. NOTICES. All notices, requests, demands and other matters required to be given or which may be given hereunder shall be in writing and shall be deemed given when delivered in person or when deposited in the United States mail, registered or certified, postage prepaid, addressed to the main office or to the Clerk of the Village, if to the Village of Carol Stream, with a copy to Stewart Diamond, 140 South Dearborn Street, Suite 600, Chicago, Illinois 60603 and to Angel Associates, LP, 381 E. St. Charles Road, Carol Stream, IL 60188, with a copy to William Boylan P.O. Box 347, Wheaton, IL 60187.

VILLAGE:

Village of Carol Stream

By: _____

Its: President

Attest:

Its: Village Clerk

OWNER:

Angel Associates, LP

By: _____

Its: President

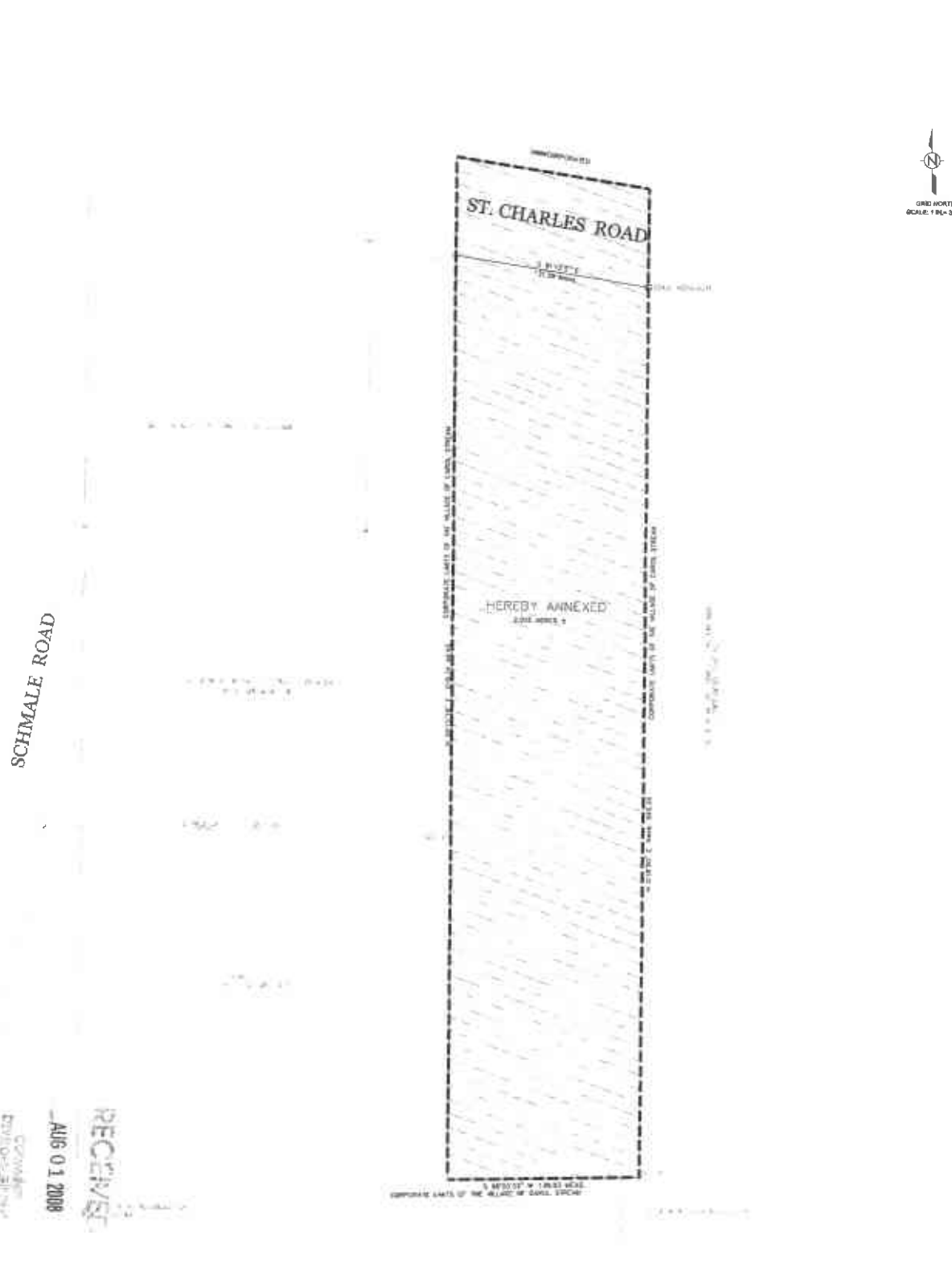
IN WITNESS WHEREOF, the parties have entered into this Agreement the date and year first above written.

PLAT OF ANNEXATION TO THE VILLAGE OF CAROL STREAM, ILLINOIS

BEING A PART OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

LEGAL DESCRIPTION
THE EAST 1/2 OF THE EAST 1/2 AND AN UNDIVIDED ALONG THE NORTH LINE THEREOF OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.
P.M. 08-01-2008

THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY AND SET FOR BY THE VILLAGE OF CAROL STREAM.



RECEIVED
AUG 01 2008
DUPAGE COUNTY

BOOK NO. 218
DJA

EXHIBIT A
1 of 2

PLAT OF ANNEXATION TO THE VILLAGE OF CAROL STREAM, ILLINOIS

BEING A PART OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

STATE OF ILLINOIS)
COUNTY OF DUPAGE) ss.

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS/ARE THE OWNER(S) OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND HAS/HAVE CAUSED THE SAID TO BE SURVEYED AND SUBDIVIDED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND THEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED. THE UNDERSIGNED HEREBY DESIGNATES/DESIGNATE FOR PUBLIC USES THE LAND SHOWN ON THIS PLAT FOR THOROUGHFARES, STREETS, ALLEYS, EASEMENTS, DRAINAGE AND PUBLIC SERVICES; AND HEREBY ALSO RESERVES/RESERVE AND GUARANTEES TO THE VILLAGE OF CAROL STREAM, AND TO THE UTILITY COMPANIES OPERATING NOW OR IN THE FUTURE UNDER A FRANCHISE FROM THE VILLAGE, THE UTILITY EASEMENTS WHICH ARE SHOWN ON THE PLAT OR STATED ON THEIR STANDARD FORM WHICH IS ATTACHED HERETO.

TITLE _____
ADDRESS _____
DATED THIS _____ DAY OF _____, 20____.

WITNESS MY HAND AND SEAL

STATE OF ILLINOIS)
COUNTY OF DUPAGE) ss.

_____, AS NOTARY PUBLIC IN AND FOR THE COUNTY, IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT _____, PERSONALLY KNOWN TO ME TO BE THE SAID PERSON(S) WHOSE NAME(S) IS/ARE REFERRED TO IN THE FOREGOING INSTRUMENT AS SUCH OWNER(S), APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/IT SIGNED THE ANNEXED PLAT AS HIS/HER/ITS OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

NOTARY PUBLIC

UNDERSIGNED SURVEYOR(S)

STATE OF ILLINOIS)
COUNTY OF DUPAGE) ss.

THIS IS TO CERTIFY THAT I, WARREN DAVID KINNEER, REGISTERED ILLINOIS LAND SURVEYOR NO. 4073, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY, AS SHOWN BY THE ANNEXED PLAT WHICH IS A CORRECT REPRESENTATION OF SUCH SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE BOARD OF TRUSTEES RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.

I ALSO CERTIFY THAT THE FOREGOING PROPERTY FALLS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF CAROL STREAM AND THAT THE PART OF THE PROPERTY COVERED BY THIS SURVEY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, GIVEN UNDER BY HAND AND SEAL AT _____, THIS _____ DAY OF _____, 20____.

LAND SURVEYOR

VILLAGE CLERK

STATE OF ILLINOIS)
COUNTY OF DUPAGE) ss.

_____, VILLAGE CLERK OF THE VILLAGE OF CAROL STREAM, ILLINOIS, HEREBY CERTIFY THAT THE ANNEXED PLAT WAS PRESENTED TO AND BY REGULATION DULY APPROVED BY THE BOARD OF TRUSTEES OF THE VILLAGE AT ITS MEETING HELD ON _____, 20____, AND THAT THE REQUIRED BOND OR OTHER GUARANTEE HAS EITHER BEEN POSTED OR ADEQUATE PROVISION HAS BEEN MADE FOR SUCH BOND TO BE POSTED FOR THE COMPLETION OF THE IMPROVEMENTS REQUIRED BY THE REGULATIONS OF THE VILLAGE.

BY MY HAND AND SEAL THIS _____ DAY OF _____, 20____.

VILLAGE CLERK

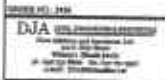
RECORDER

STATE OF ILLINOIS)
COUNTY OF DUPAGE) ss.

THIS INSTRUMENT WAS FILED FOR RECORDING IN THE RECORDS OFFICE OF ILLINOIS COUNTY ON THE _____ DAY OF _____, A.D. 20____.

RECORDED

REGISTERED SURVEYOR





GLEASON ARCHITECTS, P.C.

789 Highland Drive, Unit A
Sugar Creek, MO 63566
Phone: (314) 428-8748
Fax: (314) 428-8753
E-mail: info@gleasonarch.com

PROJECT: **COMMERCIAL CENTER**
SHEET: **1 of 4**

FOR APPROVAL
FOR PERMIT
FOR 603
FOR 20061

REVISIONS
1. Per Site Plan 01-10-09
2. Per Site Plan 01-12-09
3. Per Foundation 01-12-09

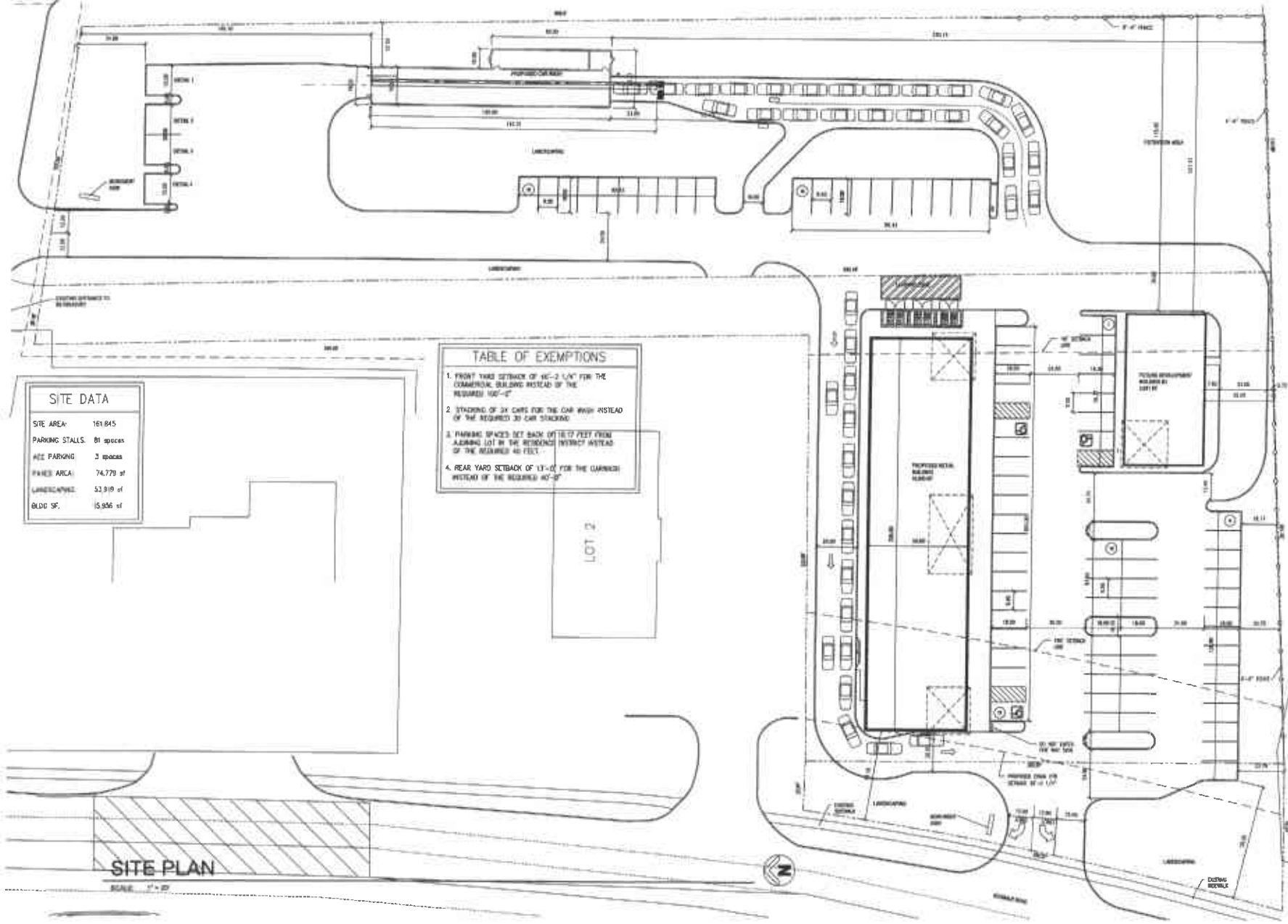
PROJECT: **COMMERCIAL CENTER**
LOCATION: **SCHWABE ROAD NEAR ST OWENLEE**
CITY: **CAROL STREAM, IL**
OWNER: **L. GONZALEZ**
ARCHITECT: **GLEASON ARCHITECTS, P.C.**

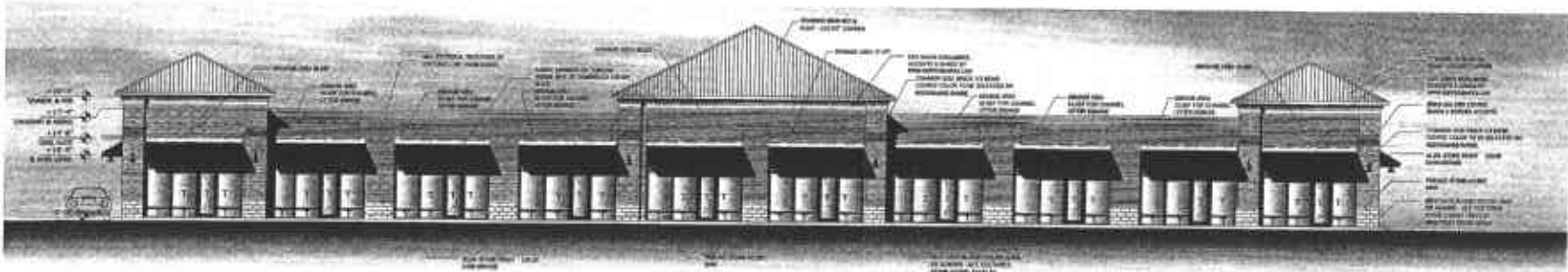
JOB NO: 09-001
DATE: 09-29-09
PLUT SCALE:
OWNER APPROVAL:

SHEET TITLE:
Final Planned Unit Development Plan

EXHIBIT B

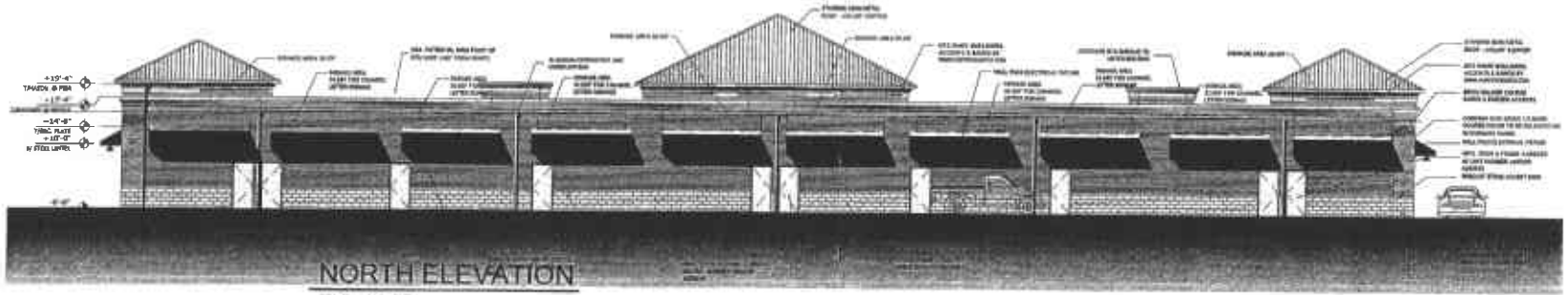
1 of 4





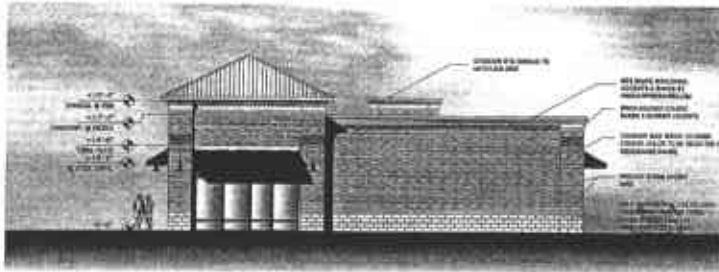
SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



NORTH ELEVATION

SCALE: 1/8" = 1'-0"



EAST ELEVATION

SCALE: 1/8" = 1'-0"



WEST ELEVATION

SCALE: 1/8" = 1'-0"



**GLEASON
ARCHITECTS, P.C.**

1801 Woodland Drive, Suite 200
Ft. Worth, Texas 76104
Phone: 817-335-5711
Fax: 817-335-5712
E-Mail: gca@gleason.com

Professional Seal of the State of Texas
Professional Seal of the State of Texas
Professional Seal of the State of Texas

NO.	DESCRIPTION	DATE
1	FOR APPROVAL	04-11-09
2	FOR PERMIT	04-15-09
3	FOR BIDD	04-15-09
4	FOR RECORD	04-15-09

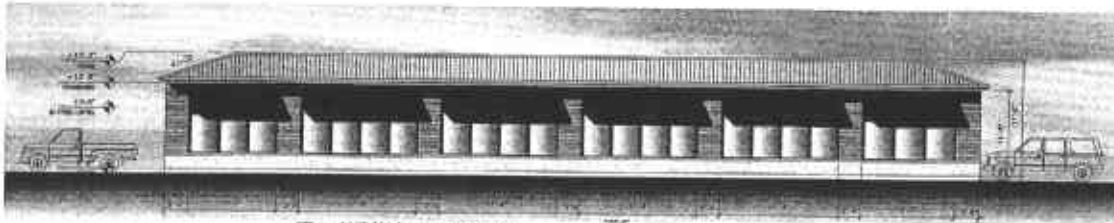
NO.	DESCRIPTION	DATE
1	FOR APPROVAL	04-11-09
2	FOR PERMIT	04-15-09
3	FOR BIDD	04-15-09
4	FOR RECORD	04-15-09

PROJECT: COMMERCIAL CENTER
SCHEDULE HOUND NEAR ST CHARLES
CAROL STREAM, IL
DATE: 04-11-09
DRAWN BY: GLEASON ARCHITECTS
CHECKED BY: CHARL STREIBER, AIA

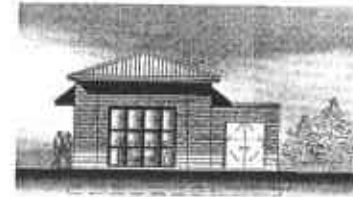
JOB NO: 04-011
DATE: 04-11-09
FILE: COMMERCIAL CENTER
PLAT SCALE: 1/8"

OWNER APPROVAL:

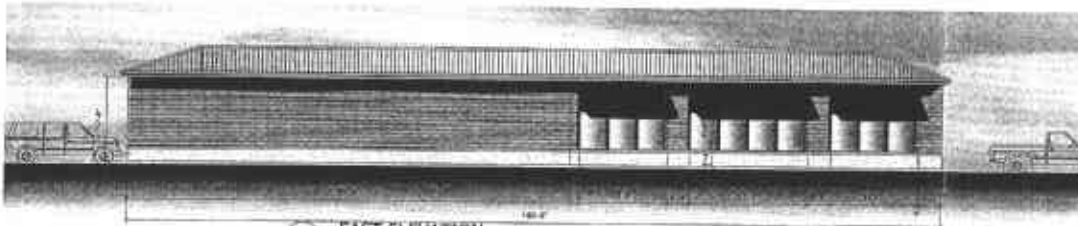
SHEET TITLE:
EXTerior PROPOSED
COLOR ELEVATIONS
COMMERCIAL CENTER



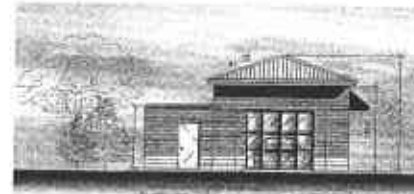
1 WEST ELEVATION (1)
Scale: 1/8" = 1'-0"



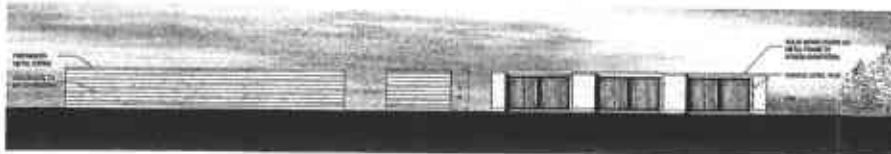
2 SOUTH ELEVATION
Scale: 1/8" = 1'-0"



4 EAST ELEVATION
Scale: 1/8" = 1'-0"



3 NORTH ELEVATION
Scale: 1/8" = 1'-0"



5 TRASH ENCLOSURE ELEVATIONS
Scale: 1/8" = 1'-0"



**GLEASON
ARCHITECTS, P.C.**

300 Woodland Drive, Suite 200
Reno, Nevada 89502
Phone: 775-784-8888
Fax: 775-784-8888
Email: info@gleason.com

PROJECT: 1412
DATE APPROVED: 10/12/09
FOR PERMIT: 10/12/09
FOR CONSTRUCTION: 10/12/09

REVISION	DATE
1	10/12/09
2	10/12/09
3	10/12/09

PROJECT: COMMERCIAL CENTER
200 W. 10th Street, Reno, NV
OWNER: CAROL STEINBERG, LLC
ARCHITECT: GLEASON ARCHITECTS, P.C.
DATE: 10/12/09

SCALE: 1/8" = 1'-0"
DATE: 10/12/09
FILE: 1412
PROJECT: COMMERCIAL CENTER
OWNER APPROVAL: 10/12/09

BRIEF TITLE:
EXTERIOR PROPOSED
COLOR ELEVATIONS

ORDINANCE NO. _____

**AN ORDINANCE ANNEXING CERTAIN PROPERTY TO THE
VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS
(24W349 ST. CHARLES ROAD)**

WHEREAS, Mario Spina, Vice-President of Angel Associates, LP, is the record owner of property commonly known as 24W349 St. Charles 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, Mario Spina 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 August 4, 2008. 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 4TH DAY OF AUGUST 2008.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

PLAT OF ANNEXATION TO THE VILLAGE OF CAROL STREAM, ILLINOIS

BEGING A PART OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

LEGAL DESCRIPTION
THE EAST HALF OF LOT 1 AS SHOWN ALONG THE WEST LINE THEREOF IN A CERTAIN
TOWNSHIP SUPERSEDED SUBSEQUENT PLAT NO. 10 IN THE RECORDS OF THE
TOWNSHIP BOARD, BEING A PART OF THE THIRD PRINCIPAL MERIDIAN, IN THE
COUNTY OF DUPAGE, ILLINOIS.

THIS PLAT HAS BEEN SUBMITTED FOR
RECORDING BY AND FOR THE VILLAGE OF
CAROL STREAM



RECEIVED
AUG 01 2008

DJA
DUPLICATE COPY OF THE PLAT OF CAROL STREAM

EXHIBIT A
1 of 2

PLAT OF ANNEXATION TO THE VILLAGE OF CAROL STREAM, ILLINOIS

BEING A PART OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

STATE OF ILLINOIS)
COUNTY OF DUPAGE) ss

THIS IS TO CERTIFY THAT THE UNDERSIGNED HAVE THE OWNERSHIPS OF THE LAND SHOWN IN THE ANNEXED PLAT, AND HEREBY CHOOSE THE SAME TO BE SURVEYED AND SUBDIVIDED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREIN INDICATED. THE UNDERSIGNED HEREBY DIRECT THE PUBLIC USE OF THE LAND SHOWN ON THIS PLAT FOR THOROUGHFARES, STREETS, ALLEYS, PARCELS, DRAINAGE AND PUBLIC UTILITIES, AND HEREBY ALSO RESOLVE, RESOLVE AND GRANTMENTARY TO THE VILLAGE OF CAROL STREAM, AND TO THE UTILITY COMPANIES OPERATING NOW OR IN THE FUTURE UNDER A FRANCHISE FROM THE VILLAGE, THE UTILITY EASEMENTS WHICH ARE SHOWN ON THE PLAT OR STATED ON THEIR STANDARD FORM WHICH IS ATTACHED HERETO.

TITLE _____
ADDRESS _____
DATED THIS _____ DAY OF _____, 20__

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) ss

_____, AS NOTARY PUBLIC IN AND FOR THE COUNTY, IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE HEREIN SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT SHE/HE/IT SIGNED THE ANNEXED PLAT AS HER/HIS/THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

NOTARY PUBLIC: _____

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) ss

THIS IS TO CERTIFY THAT I, WARREN DAVID JOHNSON, REGISTERED ILLINOIS LAND SURVEYOR NO. 4071, HAVE SURVEYED AND SUBMITTED THE FOLLOWING DESCRIBED PROPERTY, AS SHOWN BY THE ANNEXED PLAT WHICH IS A CORRECT REPRESENTATION OF SUCH SURVEY AND SURVEYING. ALL DISTANCES ARE GIVEN IN FEET AND DECIMALS THEREOF. I HEREBY CERTIFY THAT ALL REGULATIONS ENACTED BY THE BOARD OF TRUSTEES RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.

I ALSO CERTIFY THAT THE FOREGOING PROPERTY FALLS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF CAROL STREAM AND THAT NO PART OF THE PROPERTY COVERED BY THIS SURVEY IS LOCATED WITHIN A SPECIAL TOWN HAZARDOUS AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, GIVEN UNDER BY HAND AND SEAL.

DATE: _____ THIS _____ DAY OF _____, 20__

VILLAGE CLERK

STATE OF ILLINOIS)
COUNTY OF DUPAGE) ss

_____, VILLAGE CLERK OF THE VILLAGE OF CAROL STREAM, ILLINOIS, HEREBY CERTIFY THAT THE ANNEXED PLAT WAS PRESENTED TO AND BY RESOLUTION DULY APPROVED BY THE BOARD OF TRUSTEES OF THE VILLAGE AT ITS MEETING HELD ON _____, 20__, AND THAT THE REQUIRED BOND OR OTHER GUARANTEE HAS EITHER BEEN POSTED OR AGREED IN PREVISION HAS BEEN MADE FOR SUCH BOND TO BE POSTED FOR THE COMPLETION OF THE IMPROVEMENTS REQUIRED BY THE REGULATIONS OF THE VILLAGE.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF THE VILLAGE OF CAROL STREAM, ILLINOIS.

THIS _____ DAY OF _____, 20__

RELEASE CLERK

RECORDER

STATE OF ILLINOIS)
COUNTY OF DUPAGE) ss

THIS INSTRUMENT WAS FILED FOR RECORD ON _____, 20__ AT _____ O'CLOCK _____ M.

IN THE RECORDS (BOOK & PAGE) OF THE COUNTY, ON THE _____ DAY OF _____, A.D. 20__.

RECORDER OF DEEDS



ORDINANCE NO. _____

**AN ORDINANCE ZONING NEWLY ANNEXED PROPERTY
(24W349 ST. CHARLES ROAD)**

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

WHEREAS, such land is the subject of an annexation 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

THE EAST 130 FEET OF LOT 5 (AS MEASURED ALONG THE SOUTH LINE THEREOF) IN MILTON TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 4 IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, 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 24W349 St. Charles Road, which was approved in Ordinance No. _____, dated August 4, 2008, 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 4TH DAY OF AUGUST 2008.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST;

Beth Melody, Village Clerk

ORDINANCE NO. _____

**AN ORDINANCE REZONING PROPERTY FROM
B-2 GENERAL RETAIL DISTRICT TO B-3 SERVICE DISTRICT
(381 SCHMALE ROAD)**

WHEREAS, Mario Spina, Vice-President of Angel Associates, LP, has requested approval of a zoning change from B-2 General Retail District to B-3 Service District in accordance with Section 16-15-7 of the Carol Stream Zoning Code; and

WHEREAS, pursuant to proper legal notice, on April 14, 2008, the Combined Plan Commission/Zoning Board of Appeals considered the rezoning and have determined that it is in conformance with the Future Land Use Plan, is compatible with other adjacent industrially zoned property, and will not pose a negative effect on property values in the area nor be unreasonably detrimental to the public health, safety or general welfare; and

WHEREAS, the Combined Board has filed its minutes regarding approval of this request for rezoning with the Corporate Authorities and have recommended that this rezoning be approved; and

WHEREAS, the corporate authorities find that the granting of the rezoning 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 in Section 1 of this Ordinance, commonly known as 381 Schmale Road, be granted rezoning from B-2 General Retail District to B-3 Service District.

LEGAL DESCRIPTION

PARCEL 1

THAT PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 3 OF THE INTERSTATE PROPERTIES DIVISION PER DOCUMENT R72-23286, THENCE SOUTH 01 DEGREES 59 MINUTES 28 SECONDS WEST, 242.70 FEET ALONG THE WEST LINE OF SAID LOT 3 TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89 DEGREES 57 MINUTES 04 SECONDS WEST, 75.22 FEET ALONG THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID LOT 3 TO A POINT ON A CURVE THAT IS 50.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF SCHMALE ROAD AS PER DOCUMENT 928502; THENCE NORTHERLY, 250.59 FEET ALONG SAID CURVE CONCAVE TO THE WEST, HAVING A RADIUS BEING 2121.13 FEET, THE CHORD OF SAID CURVE BEARING NORTH 13 DEGREES 32 MINUTES 25 SECONDS EAST, TO THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF SAID LOT 3; THENCE SOUTH 88 DEGREES 00 MINUTES 32 SECONDS EAST, 25.03 FEET ALONG SAID EXTENDED LINE, TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3

LOT 3 IN INTERSTATE PROPERTIES DIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 14, 1972 AS DOCUMENT R72-23286, 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 after notice and public hearing in accordance with the procedures required by statute and the Carol Stream Zoning Code.

PASSED AND APPROVED THIS 4TH DAY OF AUGUST 2008.

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)

4-7 8-4-08

ORDINANCE NO. _____**APPROVING A FINAL PLANNED UNIT DEVELOPMENT PLAN AND SPECIAL USES FOR A SHOPPING PLAZA AND DRIVE-UP SERVICE WINDOW & AUTO LAUNDRY (EAST SIDE OF SCHMALE ROAD, 450 FEET SOUTH OF ST. CHARLES ROAD)**

WHEREAS, Mario Spina, President of Angel Associates, LP, has requested approval of a Special Use for Planned Unit Development in accordance with Section 16-16-4(C)(1) and 16-9-2 (C)(1) of the Carol Stream Zoning Code, a Special Use for a Shopping Plaza in accordance with Section 16-9-4 (C)(13) of the Carol Stream Zoning Code and a Special Use for Drive-Up Service Window in accordance with Section 16-9-4(C)(1) and 16-9-3 (C)(3) and (11) of the Carol Stream Zoning Code and Auto Laundry in accordance with Section 16-9-4 (C)(2) in the B-3 Service District; and

WHEREAS, pursuant to proper legal notice, on April 14, 2008, the Combined Plan Commission/Zoning Board of Appeals considered the request for these special uses and have determined that they would not pose a negative effect on property values in the area nor would they be unreasonably detrimental to the public health, safety or general welfare; and

WHEREAS, the corporate authorities find that the approval of the Final Planned Unit Development (PUD) Plan and the granting of these special uses for a Shopping Plaza with a Drive-Up Service Window and Auto Laundry would not be inconsistent with surrounding uses nor be contrary to the intent of the Zoning Code of the Village, provided certain conditions are met.

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

SECTION 1: That the property legally described in Section 1 of this Ordinance, commonly known as the east side of Schmale Road, 450 feet South of St. Charles

Road, be granted approval of the Final Planned Unit Development, a Special Use for a Shopping Plaza, a Special Use for a Drive-Up Service Window and a Special Use for an Auto Laundry, as shown on the attached Final PUD Plan (Exhibit A, prepared by Gleason Architects, dated June 10, 2008), and Landscape Plan (Exhibit B, prepared by Gleason Architects, dated June 10, 2008) and the Elevations (Exhibit C, prepared by Gleason Architects, dated June 10, 2008), subject to the following conditions:

1. That the multi-tenant retail building shall not be permitted to have more than 4,000 square feet allocated toward food service use, and that food service use in excess of 4,000 square feet will require approval of an amendment to the approved Final Planned Unit Development Plan.
2. That the stormwater management areas shall require final approval from the Engineering Services Department at time of building permit.
3. That traffic control signage be provided to the satisfaction of the Village Engineer.
4. That the access drives to Schmale Road and St. Charles Road shall require approval from the DuPage County Division of Transportation.
5. That the landscaping along Schmale Road and St. Charles Road should be a hardy, salt tolerant variety to avoid winter die-off.
6. That all landscape materials shall be maintained in a neat and healthy manner, with dead or dying materials replaced with similar size and type species on an annual basis.
7. That the parking stalls shall be striped in accordance with the Village's looped striping requirements.
8. That all rooftop equipment shall be completely screened from view in all directions.
9. That all ground-mounted mechanical equipment shall be screened from view from surrounding public streets.
10. That all trash enclosures shall be constructed with masonry materials to match the masonry on the buildings.
11. That separate building permits are required for all trash enclosures and signs.
12. That the development of the site and buildings will comply with all state, county and Village Codes and requirements.

LEGAL DESCRIPTION:

Parcel 1

THAT PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 3 OF THE INTERSTATE PROPERTIES DIVISION PER DOCUMENT R72-23286, THENCE SOUTH 01 DEGREES 59 MINUTES 28 SECONDS WEST, 242.70 FEET ALONG THE WEST LINE OF SAID LOT 3 TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89 DEGREES 57 MINUTES 04 SECONDS WEST, 75.22 FEET ALONG THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID LOT 3 TO A POINT ON A CURVE THAT IS 50.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF SCHMALE ROAD AS PER DOCUMENT 928502; THENCE NORTHERLY, 250.59 FEET ALONG SAID CURVE CONCAVE TO THE WEST, HAVING A RADIUS BEING 2121.13 FEET, THE CHORD OF SAID CURVE BEARING NORTH 13 DEGREES 32 MINUTES 25 SECONDS EAST, TO THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF SAID LOT 3; THENCE SOUTH 88 DEGREES 00 MINUTES 32 SECONDS EAST, 25.03 FEET ALONG SAID EXTENDED LINE, TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2

THE EAST 130 FEET OF LOT 5 (AS MEASURED ALONG THE SOUTH LINE THEREOF) IN MILTON TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 4 IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3

LOT 3 IN INTERSTATE PROPERTIES DIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 14, 1972 AS DOCUMENT R72-23286, 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 4TH DAY OF AUGUST 2008.

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)



GLEASON ARCHITECTS, P.C.

100 Highland Blvd. Unit A
Beverly Hills, CA 90210
Phone: 310-485-8740
Fax: 310-485-8788
E-mail: ggleason@gleason.com

PROJECT NO. 100-100-0001
DATE: 01-15-08
DRAWN BY: J. GLEASON
CHECKED BY: J. GLEASON
DATE: 01-15-08

REVISION	DATE
FOR APPROVAL	
FOR PERMIT	
FOR BID	
FOR CONSTRUCTION	

REVISION	DATE
1. Add Site Plan	01-15-08
2. Add Site Plan	01-15-08
3. Add Site Plan	01-15-08

PROJECT: COMMERCIAL CENTER
 30000 ROAD NEAR ST CHARLES
 CAROL STREAM, IL
 OWNER: J. GLEASON
 100-100-0001
 100-100-0001

JOB NO. 100-100-0001
 DATE 01-15-08
 FILE
 PLOT SCALE
 OWNER APPROVAL

SHEET TITLE
 Final Planned Unit
 Development Plan

EXHIBIT A

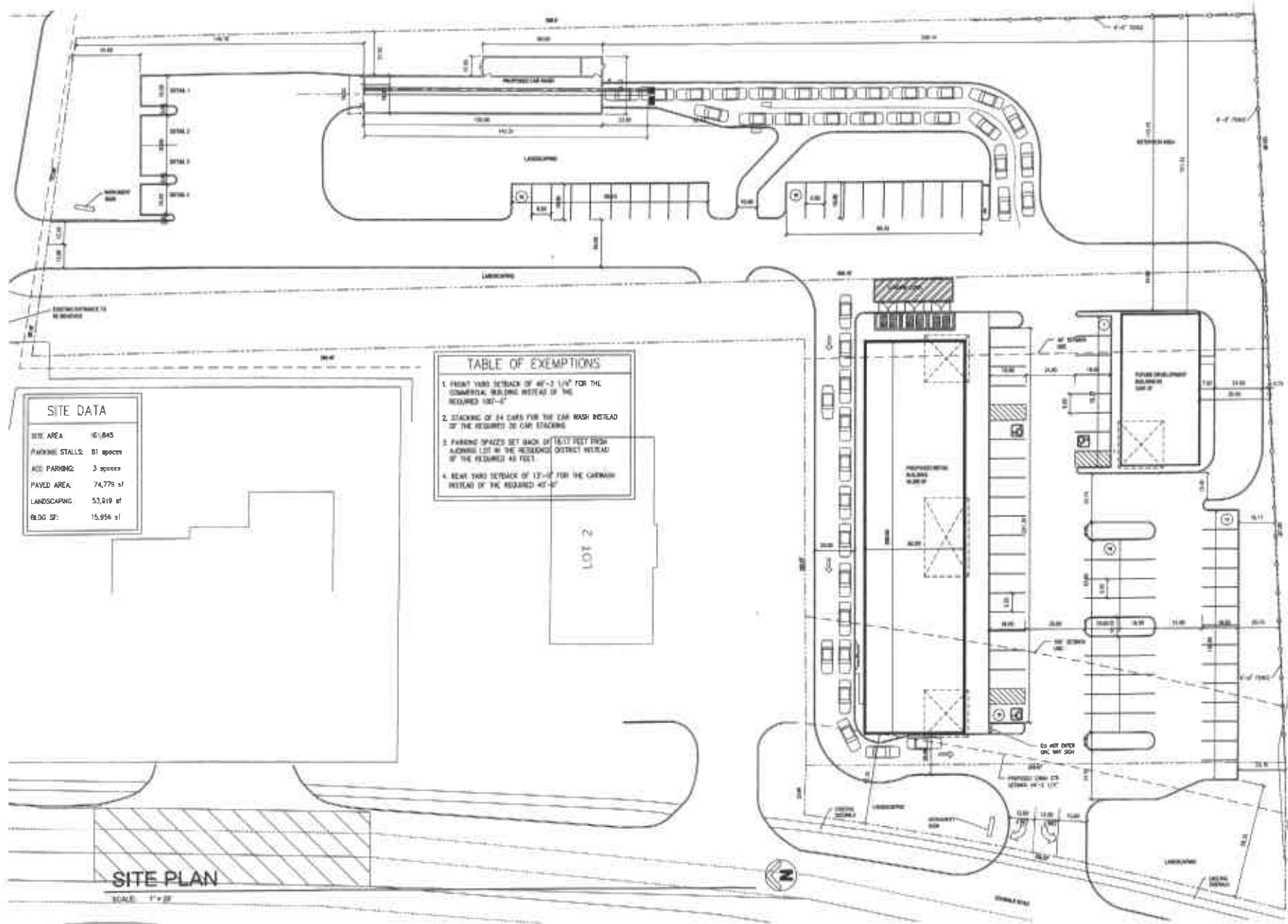
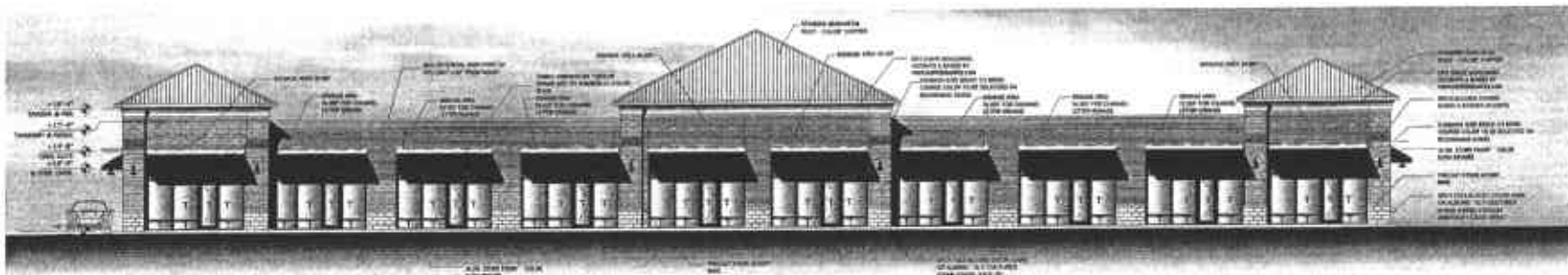


TABLE OF EXEMPTIONS	
1.	FRONT YARD SETBACK OF 4'-2 1/4" FOR THE COMMERCIAL DISTRICT INSTEAD OF THE REQUIRED 10'-0"
2.	STACKING OF 24 CARS FOR THE CAR WASH INSTEAD OF THE REQUIRED 30 CAR STACKING
3.	PARKING SPACES SET BACK OF 10 FEET FROM ADJOINING LOT IN THE RESIDENCE DISTRICT INSTEAD OF THE REQUIRED 45 FEET
4.	REAR YARD SETBACK OF 13'-0" FOR THE GARAGE INSTEAD OF THE REQUIRED 40'-0"

SITE DATA	
SITE AREA	16,845
PARKING STALLS	51 spaces
ADJ. PARKING	3 spaces
PAVED AREA	74,776 sf
LANDSCAPING	53,819 sf
BLDG SF	15,956 sf

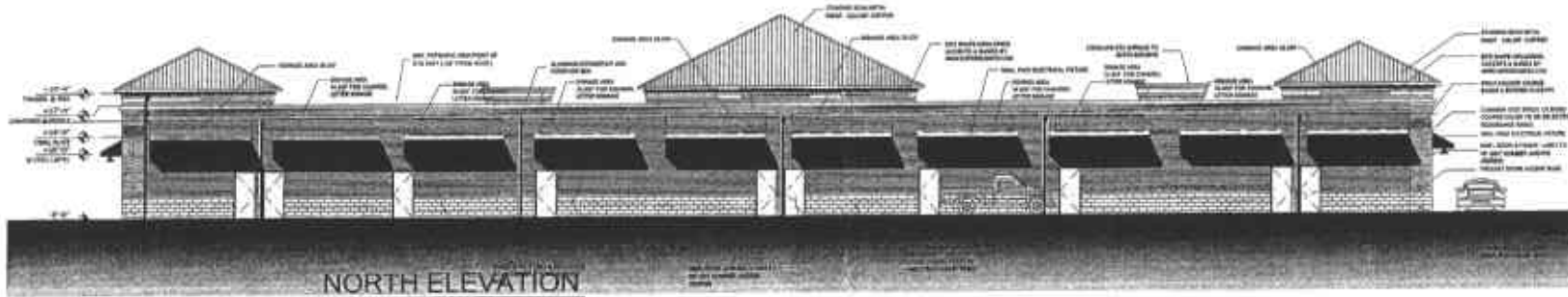
SITE PLAN

SCALE: 1"=30'



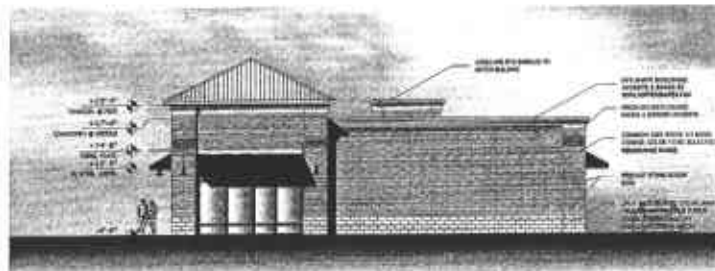
SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



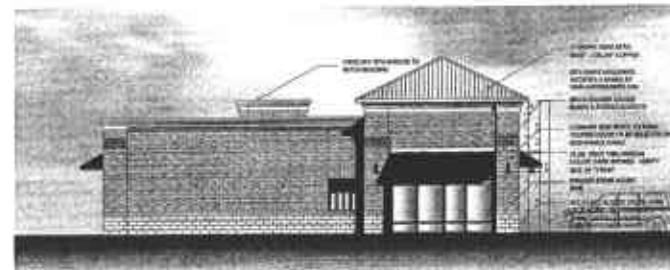
NORTH ELEVATION

SCALE: 1/8" = 1'-0"



EAST ELEVATION

SCALE: 1/8" = 1'-0"



WEST ELEVATION

SCALE: 1/8" = 1'-0"

GLEASON ARCHITECTS, P.C.
 145 Haverhill Drive, Suite 4
 East Green Bay, WI 53004
 Phone: 920.466.4347
 Fax: 920.466.4342
 Email: Gleason@gleason.com

DATE	DESCRIPTION
10/11/07	FOR APPROVAL
10/11/07	FOR REVIEW
10/11/07	FOR SET
10/11/07	FOR POST

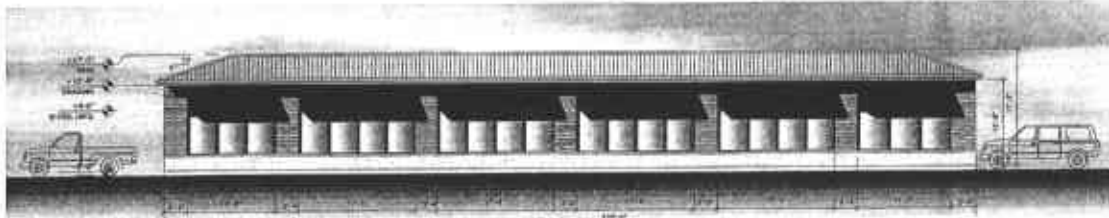
DATE	DESCRIPTION
10/11/07	FOR APPROVAL
10/11/07	FOR REVIEW
10/11/07	FOR SET
10/11/07	FOR POST

PROJECT: COMMERCIAL CENTER
 2000 WISCONSIN ROAD NEAR ST CHARLES
 CAROL STREAM, IL
 ARCHITECT: GLEASON ARCHITECTS, P.C.
 145 HAVERTHILL DRIVE, SUITE 4
 EAST GREEN BAY, WI 53004
 PHONE: 920.466.4347
 FAX: 920.466.4342
 EMAIL: GLEASON@GLEASON.COM

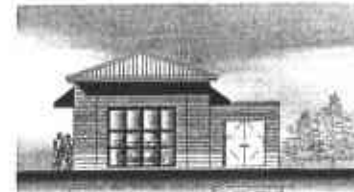
DATE	DESCRIPTION
10/11/07	FOR APPROVAL
10/11/07	FOR REVIEW
10/11/07	FOR SET
10/11/07	FOR POST

SHEET TITLE
 EXTERIOR PROPOSED
 COLOR ELEVATIONS
 COMMERCIAL CENTER

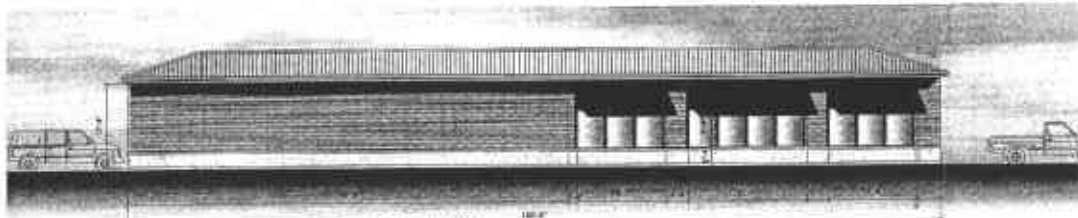
EXHIBIT C
 1 of 2



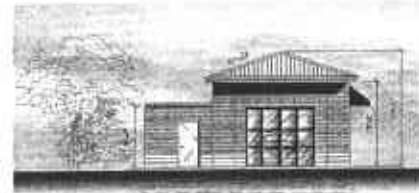
1 WEST ELEVATION (1)
Scale: 1/8" = 1'-0"



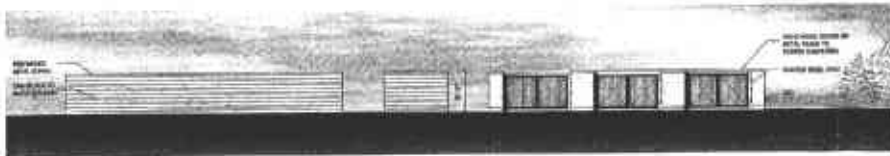
2 SOUTH ELEVATION
Scale: 1/8" = 1'-0"



4 EAST ELEVATION
Scale: 1/8" = 1'-0"



3 NORTH ELEVATION
Scale: 1/8" = 1'-0"



5 TRASH ENCLOSURE ELEVATIONS
Scale: 1/8" = 1'-0"

GLEASON
ARCHITECTS, P.C.

70 Woodland Ave. 2nd Fl.
New York, New York 10014
Tel: 212-444-4100
Fax: 212-444-4100
Email: g@gleason.com

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NO.	DATE
100	08/01/01
101	08/01/01
102	08/01/01
103	08/01/01

NO.	DATE
104	08/01/01
105	08/01/01
106	08/01/01
107	08/01/01

PROJECT: COMMERCIAL CENTER
SCHMIDT ROAD NEAR ST CHARLES
CAROL STREAM, IL
DATE: 08/01/01
DRAWN BY: J. GLEASON
CHECKED BY: J. GLEASON

JOB NO.	01-001
DATE	08-01-01
FILE	
PLOT SCALE:	1/4"
OWNER APPROVAL:	

SHEET TITLE
EXTERIOR PROPOSED
COLOR ELEVATIONS

EXHIBIT C
2 of 2

I-1 8-4-08

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: William N. Cleveland, Assistant Village Engineer 
DATE: July 31, 2008
RE: 2007 Flexible Pavement Project (MFT Section 07-00051-00-FP) First Supplement Resolution for Improvement by Municipality Under the Illinois Highway Code

As mentioned in the acceptance memo of July 31, 2008, a Supplemental Resolution is required by IDOT to use Motor Fuel Tax Funds to pay for the quantities as measured for the referenced project. This addition to the MFT portion of the contract was approved by Change Order No. 4, Unsuitable Soil Removal and Quantity Adjustment.

Changes to the contract included undercuts and total reconstruction of Plum Grove Ct., additional asphalt removed on St. Paul Blvd., and extra sidewalk and driveway quantity due to deterioration. This change order was for \$277,909.85; however other reductions in the contract reduce the supplemental resolution to \$183,113.14.

This being the case, we recommend that the "First Supplemental Resolution by Municipality Under the Illinois Highway Code" be approved to appropriate the additional sum of \$183,113.14 for the 2007 Flexible Pavement Project.

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

Attachments



BE IT RESOLVED, by the Mayor & Board of Trustees of the Village of Carol Stream of Illinois that the following described street(s) be improved under the Illinois Highway Code:

Table with 4 columns: Name of Thoroughfare, Route, From, To. Row 1: See Attached, empty, empty, empty.

BE IT FURTHER RESOLVED, 1. That the proposed improvement shall consist of removal of existing bituminous surface pavement from a depth to 3.75" in some locations. Replacement will consist of 2.5" binder course and/or 1.5" of new surface course. This work will also include removal & replacement of curb & gutter and sidewalk where needed.

and shall be constructed various 23' - 34' wide and be designated as Section 07-00051-00-FP

2. That there is hereby appropriated the (additional Yes No) sum of one hundred eighty three thousand one hundred thirteen and fourteen cents Dollars (\$183,113.14) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract Specify Contract or Day Labor ; and,

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Form with fields: Authorized MFT Expenditure, Date, Department of Transportation, Regional Engineer

I, Beth Melody Clerk in and for the Village of Carol Stream County of DuPage, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Mayor and Board of Trustees Council or President and Board of Trustees at a meeting on August 4, 2008 Date IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of (SEAL) City, Town, or Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: William N. Cleveland, Assistant Village Engineer

DATE: February 13, 2008

RE: 2007 Flexible Pavement Project, Change Order No. 4, Unsuitable Soil Removal and Quantity Adjustment

During the removal of the surface on Plum Grove Ct., it became apparent that the lower hidden binder layer of asphalt had failed and needed to be replaced. The road was changed within the contract from "resurfacing" to "reconstruction", however when the asphalt binder was also removed it was revealed that the poor soils under the pavement had caused the binder to fail.

The contract had a small amount of excavation and stone base for new sidewalk on Park Hill Trail, but nothing for roadway excavation and base. It was also at an expensive rate of \$100.00/cubic yard. We negotiated with the contractor and obtained a lower price for excavation and base replacement on Plum Grove Ct. of \$70.00/cubic yard. (See attached letter from R.W. Dunteman Co., dated January 24, 2008). The total cost for replacing the unsuitable soils on Plum Grove is therefore 254.2 CY x \$70/CY (unsuitable) plus 254.2 CY x \$70/CY PGE equals \$35,588.00.

It was also noted that our contract quantities have exceeded our estimates for some items of work. Surface removal for structural overlay streets was estimated at 14,383 square yards, but the actual quantity removed was 35,226 square yards. This was due to changing industrial streets during contract preparation by removing Tubeway and Westgate, and an inadvertent omission of St. Paul Blvd. The cost for this work is \$2.65/SY times 20,843 SY equals \$55,233.95. Full depth grinding of Plum Grove Ct. was \$3.65/SY times 4,646 SY equals \$16,957.90.

Sidewalk removal and replacement, and detectable warnings were also over the contract quantity estimates. An additional 8,200 square feet of sidewalk was replaced at \$4.65/SF totaling \$38,180, and 1,000 square feet of detectable warnings at \$15.00/SF totaling \$15,000.00. Approximately 2,500 square yards of additional driveway work was done as well totaling about \$55,000. These quantities have not been agreed to yet, and will be documented in the final balancing change order.

We feel that most of this extra quantity constructed for sidewalks and driveway aprons was due to winter frost heave creating offset joints and additional trip hazards. In the future we will add a percentage of the estimate to anticipate these problems.

Finally, additional asphalt work was required to completely repave Plum Grove Court, and repair base failures with asphalt patches. The final cost will be determined by the actual tonnage quantity of asphalt used. The contract will increase by about \$62,000.00. Again, the final balancing change order will reflect the actual final quantities of asphalt used.

Summarizing all of the actual and estimated additional costs and work done as part of this project contract:

Plum Grove Ct. Undercuts	\$ 35,588.00
Asphalt Removal	\$ 72,191.85
Sidewalk	\$ 53,130.00
Driveways	\$ 55,000.00
Plum Grove Ct. Asphalt Placed	<u>\$ 62,000.00</u>
Total	\$277,909.85

These costs are all in the Flexible Pavement portion of the contract, not in the Municipal Center Parking Lot portion. All quantity increases were based on field conditions, and were required to achieve a high quality construction project that will last for many years.

The Flexible Pavement portion of the contract will be approximately \$2,238,945 and remains under the budget of \$2,542,000, however it will be over the Construction Resolution of \$2,015,115.72, so a supplemental resolution will be required. The exact final quantity numbers will be provided in the balancing change order to be provided with final payment and project acceptance.

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

I-2 8-4-08

RESOLUTION NO. _____

**A RESOLUTION AMENDING RESOLUTION NO. 2354
ADOPTING THE 2008-09 EMPLOYEE PAY PLAN FOR
THE VILLAGE OF CAROL STREAM**

WHEREAS, on July 21 , 2008, the Mayor and Board of Trustees of the Village of Carol Stream adopted Resolution No. 2354 amending the 2008-09 Employee Pay Plan for the Village of Carol Stream; and

WHEREAS, Virchow Krause & Company was engaged to undertake an evaluation of the Community Development Department and a report of their findings dated June 3, 2008 was presented at a workshop held on July 8, 2008; and

WHEREAS, a recommendation was presented and concurred with by the Mayor and Board of Trustees to eliminate the previously approved Chief Code Enforcement Officer.

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 2008-09 Employee Pay Plan is amended to delete the position of Chief Code Enforcement Officer.

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

PASSED AND APPROVED THIS 4TH DAY OF AUGUST 2008.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

**VILLAGE OF CAROL STREAM
INTER-DEPARTMENTAL MEMO**

TO: Joe Breinig, Village Manager

FROM: Caryl Rebholz, Employee Relations Director

DATE: July 29, 2008

RE: **Position Change Recommendations – Community Development
Department**

As you know, the Village of Carol Stream contracted with Virchow Krause to evaluate the present effectiveness of our community development services. As a result, recommendations were made with regard to changes in the current organizational structure of this department.

As part of these recommendations, the elimination of the Chief Code Enforcement Officer Position was suggested. Given the recent retirement of the Chief Code Enforcement Officer, it would be logical to implement this recommendation at this time. Therefore, the attached resolution amends the 2008/2009 Compensation plan to reflect the elimination of the Chief Code Enforcement Officer position.

This elimination will monetarily off-set the cost of other recommendations, including the previously implemented change from Planner to Assistant Community Development Director. Additionally, in the short-term, functions of the Chief Code Enforcement Officer will be provided by an outside agency. This structure will then be reviewed at a later time to determine whether to move forward with other changes recommended by the Virchow Krause study including the creation of a Code Professional II position as well as a Permit Intake Coordinator.

In the meantime, please let me know if you have any questions or concerns.

*Village of Carol Stream**I-3 8-4-08***INTER-DEPARTMENTAL MEMO**

TO: Mayor and Trustees

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

DATE: August 1, 2008

RE: Non-Exclusive License Agreement- Cricket Communications

Attached is a Non-Exclusive License Agreement for Cricket Communications to install up to 12 antennae on the water tower located at 1015 Lies Road and occupy up to 350 sq. ft. of space at the base of the tower. This agreement is similar to agreements the Village Board approved for Nextel/Sprint Communications, VoiceStream/T-Mobile and U.S. Cellular. Staff has reviewed the agreement and their comments have been included in this final draft. Cricket Communications will be required to pay for an engineering analysis to ensure the installation of new antenna will not compromise the structural integrity of the water tower. They will also be required to paint and repair locations on the water tower where the antenna are attached.

In exchange for the right to use the water tower and property for a wireless antennae system, the Village will receive a one-time upfront payment of \$26,000 and a monthly license fee of \$2,054 with annual cost of living increase of 4% per year after the first year of the agreement. This agreement will generate total first year revenues of \$50,648 and a ten year revenue stream of \$321,927 (assuming 4%/year inflation). These fees are comparable to those received by other municipalities who license space on their water towers. Cricket Communications has also agreed to provide plans to lesson the impact of the ground equipment of the licensees by installing a privacy fence around all ground equipment currently located at the base of the water tower. Staff recommends approval of the attached Non-Exclusive License Agreement with Cricket Communications/Denali Spectrum Operations, L.L.C. to install antenna on the Lies Road water tower subject to submittal of fencing plans acceptable to the Village and approval of plans by a structural engineer.

Cc: Joseph E. Breinig, Village Manager
John A. Turner, Public Works Director
Bob Glees, Community Development Director

Cell Site Number: ORD-029A

NON-EXCLUSIVE LICENSE AGREEMENT

This Agreement ("Agreement") is made as of the ___ day of, 2007, by and between the VILLAGE OF CAROL STREAM, an Illinois home rule municipal corporation ("Licensor") and Denali Spectrum Operations, LLC, a Delaware limited liability company ("Licensee").

RECITALS

WHEREAS, Licensor owns a water tower located in the Village of Carol Stream, County of DuPage, State of Illinois, in the area described in Exhibit "A", which is incorporated into this Agreement by this reference, commonly known as the (the "Tower");

WHEREAS, Licensee desires to lease a portion of the Tower for the purpose of the construction, operation and maintenance of radio communications facilities around the base of the Tower, and to install and operate certain transmit and receive antennas attached to certain portions of the exterior of the Tower;

NOW, THEREFORE, in consideration of the terms, conditions and rent hereinafter set forth and other good and valuable consideration, the adequacy of which is hereby acknowledged, Licensor and Licensee agree as follows:

1. Licensor hereby grants a license to Licensee to utilize an area of up to approximately 350 feet around the base of the Tower, as shown in the Site Description in Exhibit "B" which is attached hereto and incorporated herein by this reference, and space on the Tower, as shown in the Site Description in Exhibit "C" which is attached hereto and incorporated herein by this reference, for the purpose of installing up to twelve antennas and, maintaining, operating and replacing its radio communications facilities (hereinafter the "Facilities"). Such area and space, collectively, are hereinafter referred to as the "Licensed Premises." As used herein, "Facilities" include utility lines, electronic equipment up to radio transmitting and receiving antennas and support structures thereto.

2. a. Provided Licensee is not in default under this Agreement beyond any period allowed hereby for cure, Licensee shall have the non-exclusive right, during the Term to conduct tests and to install, maintain, operate, replace or remove any of its Facilities in or upon the Licensed Premises (as defined in paragraph 1 above) all of which shall belong to and be removable by Licensee in accordance with paragraph 9 of this Agreement. Licensor agrees that Licensee shall have access to the Licensed Premises, exclusive of space inside tower, 24 hours a day, seven days a week as may be reasonably necessary to conduct tests and to install, maintain, operate, replace or remove the Facilities subject to any conditions contained in this Agreement. Licensee shall ensure that only duly authorized personnel of the Licensee are allowed access to Licensed Premises to ensure proper security of Licensed Premises and shall provide to Licensor complete and current list of the names,

telephone numbers, addresses and photocopies of driver's licenses of all individuals authorized by Licensee to access Licensee's equipment on the Licensed Premises.

b. Licensee shall provide at its expense an evaluation of the effect of the construction and operation of facilities on the structural integrity of the Tower. Such evaluation shall be conducted by an individual or company properly licensed and accredited to perform said evaluation acceptable to Licensor. If in Licensor's judgment the evaluation shall find that there would be a deleterious effect, then this Agreement shall terminate. Licensor also maintains the right to inspect Licensee's work by a structural engineer or other professional to determine whether Licensee's installation is in substantial conformance with the approved plans. This shall be done at Licensee's expense. Licensee shall be responsible for any and all damages to the water tower as a result of the use of said tower by licensee. In addition, Licensee shall supply in writing frequency information for each of its antennas, the Effective Radiated Power (ERP) for each antenna, and the area around each antenna, which is considered unsafe for personnel to be near.

A site plan, site survey, elevations and/or other documents related to the construction of the development are hereby attached as Exhibit "B". Construction shall be in substantial conformance with said attached documents.

c. Prior to commencing any construction, Licensee shall submit to Licensor a complete set of Licensee's plans for construction on the site and pay such reasonable fees and costs associated with reviewing said plans as required by Licensor. Licensor shall review such plans promptly and, if the plans comply with all applicable federal, state and local codes, rules and regulations, including the National Electric Safety Code, National Electric Code of the National Board of Fire Underwriters, and B.O.C.A., and Licensor Building Official determines that said proposed Facilities will not endanger any person or property or affect the structural integrity of the Tower, then Licensor shall promptly issue a building permit. In conjunction with the issuance of a building permit, Licensee agrees to reimburse Licensor for Design Review and Construction Phase Services, to determine whether additional antenna can be installed on the water tower without compromising the structural integrity of the tower to be provided by Tank Industries, Inc. ("TIC"), in an amount not to exceed \$3500.00 and defined in TIC's correspondence of Septem. Prior to the receipt of such building permit and payment of all required fees, Licensee will not begin construction on the Licensed Premises. Upon completion of any construction or alterations performed by Licensee, Licensee shall provide at its expense an evaluation of the effect of the construction and operation of facilities on the structural integrity of the Tower. Such evaluation shall be conducted by an individual or company properly licensed and accredited to perform said evaluation acceptable to Licensor. **Licensee agrees to also reimburse Licensor for Construction Phase Services, to be supplied by "TIC", in an amount not to exceed \$4000.00 and defined in TIC's correspondence of Septem** If in Licensor's judgment the evaluation shall find that there would be a deleterious effect, then the construction shall either terminate or the deleterious effect rectified.

d. (1) Notwithstanding any other provision of this Agreement, Licensee shall not make any alterations, additions, installations, substitutes or improvements (hereinafter collectively called "alterations"), which Licensor has not approved pursuant to paragraph 2b above, in and to the Licensed Premises without first obtaining Licensor's written consent. Licensor shall not unreasonably withhold or delay its consent; provided, however, that Licensor shall have no obligation to consent to alterations that in Licensor's opinion fail to comply with the requirements of paragraph 2b above. Licensee shall pay Licensor's reasonable costs for reviewing or inspecting any proposed alterations.

(2) All work shall be done at reasonable times in compliance with hours allowed for construction under Licensor Building Code in a "high quality", workmanlike manner, by contractors that are in compliance with the Licensor Building Code, according to plans and specifications previously approved by Licensor, which consent shall not be unreasonably withheld or delayed. All work shall be done in compliance with all applicable laws, regulations and rules of any government agency with jurisdiction, and with all regulations of the board of Fire Underwriters, Factory Mutual Engineering, or any other similar insurance body or bodies. Licensee shall be solely responsible for the effect of any alterations performed by Licensee of the Tower's structure or systems, notwithstanding that Licensor has consented to the work, and shall reimburse Licensor on demand for actual costs incurred by Licensor by reason of any faulty work or damage to the Tower caused by Licensee or its contractors. Upon completion of any alterations, Licensee shall provide Licensor with a complete set of "as built" plans.

(3) Licensee shall keep the Licensed Premises and Licensee's interest herein free of any liens or claims of liens, and shall discharge any such liens within ten days of Licensee receiving formal, written notice of such liens. Before commencement of any work, Licensee's contractor shall provide any payment or performance bond required by Licensor. To the fullest extent permitted by law, Licensee shall indemnify, defend and hold Licensor harmless from and against any and all liens or claims for liens for material or labor by reason of any work done and/or material furnished by or to Licensee in connection with any construction, installation, maintenance, repair or other work undertaken at any time by Licensee in or upon the Licensed Premises.

(4) Licensee shall not conduct tests, install, maintain, operate, replace or remove any Facilities so as to disrupt, disturb or otherwise interfere with the activities of Licensor without first obtaining the prior permission of Licensor, except in time of emergency.

3. a. The Term (the "Term") of this Agreement shall be ten (10) years, and shall commence (the "Commencement Date") upon issuance of a building permit and any and all other necessary permits and payments required to commence construction, provided that Licensee is not then in default under this Agreement beyond any period allowed hereby for cure. Thereafter, if Licensee is not in default and /or if this Agreement has not been terminated, Licensee may renew this Agreement for up to three (3) additional terms of five (5) years each (the "Extended Terms") as described in paragraph 3.d. herein. This Agreement shall automatically renew for each successive Extended Term unless Licensee notifies Licensor, in writing, of Licensee's intention not to renew this Agreement, at least

ninety (90) days prior to the expiration of the then current term. During the initial and Extended Terms of this Agreement, either party may terminate the Agreement only in accordance with the provisions of paragraph 15, paragraph 27 or paragraph 28. The word "Term" as used herein shall be deemed to include the Extended Terms when the Extended Terms commence unless sooner terminated under the terms hereof.

b. (1) On the Commencement Date and on the first day of each month thereafter during the Initial Term, Licensee shall pay Licensor rent in equal monthly installments of Two-Thousand Fifty Four dollars \$2054.00 ("Rent"). A license fee for any fractional month at the beginning or at the end of the Term or Extended Term shall be prorated. The license fee shall be payable to Licensor at 500 N. Gary Avenue, Carol Stream, IL 60188, Attention: Finance Director.

(2) As additional consideration, Licensee, on the Commencement Date shall pay to Licensor a one-time maintenance payment of Twenty Six Thousand 00/100 Dollars (\$26,000.00). The Term shall not commence without the payment of the first month's Rent and one-time maintenance payment.

c. On each annual anniversary of the Commencement Date, Lessee shall pay the then current monthly Rent, increased by a percentage of four percent (4%) the Rent then in effect for the previous year. The percentage increase shall then be applied to each monthly payment throughout that year.

4. Licensor shall grant to Licensee any rights of use as may be required in order for Licensee to obtain the electrical and telephone utility services required for the operation, maintenance, replacement or installation of the Facilities at Licensee's sole cost and expenses. Licensee shall pay the entire cost of any utility service utilized by Licensee unless otherwise agreed to in writing.

5. Licensee shall pay Licensor the additional cost of painting the Tower, due to the installation and location of Licensee's equipment, not to exceed the actual cost incurred by Licensor to remove, relocate or work around Licensee's equipment. Licensee will be required to eliminate ERP for each antenna during the painting operation or when work is being done in close proximity to the antenna. This may entail deactivation of the existing antennae mounted on the water tower and erection of temporary mobile antennae on the water tower site at Licensee's expense.

6. It is understood and agreed that Licensee's ability to use the Licensed Premises and the effectiveness of this Agreement is contingent upon Licensee's obtaining before the Commencement Date any and all certificates, permits and other approvals that may be required by any federal, state or local governmental authorities and all electric and telephone utility connections to Licensee's Facilities that may be required for operation of the Facilities (collectively, the "Approvals"). If Licensee is unable to obtain all of such Approvals by the Commencement Date, upon written request by Licensee, Licensor shall extend the Commencement Date for such period of time as may be required for Licensee to obtain the Approvals. However, the Commencement Date shall not be extended

beyond ~~Nov. 30, 2008~~ In the event Licensee is unable to obtain said Approvals, this Agreement shall be rendered null and void with no further duty or obligation upon either party by virtue hereof.

7. Licensor represents to Licensee that Licensor has the authority to grant the license and rights being provided to Licensee under this Agreement. Licensor acknowledges that Licensee is relying upon the foregoing representation in entering into this Agreement and in expending monies in connection therewith. Notwithstanding the foregoing, in the event the use of the Licensed Premises is prevented by law, ordinance, government regulation, injunction or court order, Licensee's sole and exclusive remedy shall be limited to the termination of this Agreement, and in such event, Licensor shall not be liable for any damages incurred by Licensee as a result of the termination of this Agreement as to the Licensed Premises. Licensee represents to Licensor that it has the full right to enter into and perform this Agreement and to install, operate and maintain the Facilities and that the operation and maintenance of the Facilities shall not infringe on the legal rights of any other licensed telecommunications providers.

8. To the fullest extent permitted by law, Licensee, at its expense, shall defend, indemnify and hold harmless Licensor and its officials, officers, agents, employees, invitees, licensees, lessees, and contractors (with counsel reasonably satisfactory to Licensor) from and against any cost, claim, action, liability or damage of any kind arising from (i) Licensee's use and occupancy of the Licensed Premises or any activity done or permitted by Licensee in, on or about the Licensed Premises or any activity done or permitted by Licensee of its obligations under this Agreement; (ii) any negligent, tortious or illegal act or omission of Licensee, its agents, employees, invitees, licensees or contractors except where caused by the intentional acts of Licensor, its employees, agents or contractors. Licensor shall not be liable to Licensee or any other person or entity for any damages arising from any act or omission of any other licensee of lessee.

9. Within thirty (30) days after the expiration or termination of this Agreement, Licensee shall remove all of its Facilities from the Licensed Premises and restore the Licensed Premises to, and yield up the Licensed Premises in at least as good condition as existed prior to the Commencement Date, ordinary wear and tear excepted. Licensee shall be required to remove only its communications equipment, including radio cabinets, antennas, connecting cables, and other personal property. Licensee shall not be required to remove any equipment platforms, slabs, concrete pads, foundations, below-grade improvements, underground utilities, or related infrastructure or replace any trees, shrubs or other vegetation.

10. Except to the extent of Licensor's obligation pursuant to this Agreement, Licensee shall keep the Licensed Premises in good condition and repair in accordance with and shall otherwise comply in all respects with applicable state, federal and municipal laws.

11. In the event the site or a portion of the site on which the Licensed Premises is located is sold or otherwise conveyed by Licensor, or in the event Licensor determines that the Licensed Premises should be used by Licensor for purposes inconsistent with the

continued use of the Licensed Premises as the location for the installation, operation, maintenance and repair of the Facilities, Licensor may require Licensee to relocate the Facilities at Licensor's cost, to another location designated by Licensor, provided that Licensee shall not be required to relocate the Facilities to such alternate site unless such alternate site is acceptable to Licensee. If Licensor and Licensee cannot agree on an alternative site, the Licensee shall have the right to terminate this Agreement. Licensor shall give Licensee not less than one hundred eighty (180) days written notice before Licensee will be required to relocate the Facilities pursuant to this paragraph. Licensor agrees not to require Licensee to relocate the Facilities to an alternative site pursuant to this paragraph until at least five (5) years after the Commencement Date.

12. Licensee shall maintain such insurance on the Facilities covering the loss or damage to the Facilities as it may deem reasonable and necessary. Licensor shall have no liability for damage, loss or destruction to the Facilities, unless such damage, loss or destruction is due to a negligent, intentional or willful or reckless act of Licensor.

13. Assignment and Subletting. Licensee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Licensed Premises without the prior written consent of Licensor provided Licensee may assign this Agreement, in whole or in part, without any approval or consent of the Licensor, to an entity controlling, controlled by, or under common control with Licensee, or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the FCC in which Licensee's Equipment is located by reason of a merger, acquisition or other business reorganization without the necessity of obtaining Licensor's consent, provided said assignee will assume recognize and also become responsible to Licensor for, the performance of all of the terms and conditions to be performed by Licensee under this License. All other assignments shall require the written consent of Licensor, such consent shall not be unreasonably withheld, conditioned or delayed. Licensee shall notify Licensor in writing of the name and address of any assignee or collateral assignee."

Notwithstanding anything to the contrary contained in this Agreement, Licensee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Licensee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

14. a. Licensor waives any lien rights it may have concerning the Licensee's Facilities which are deemed Licensee's personal property and not fixtures, and Licensee has the right to remove the same at any time without Licensor's consent.

b. Licensor acknowledges that Licensee may have entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Licensee Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In

connection therewith, Licensor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

15. a. If (1) Licensee shall be in default of the payment of the rent, and such default shall continue for fifteen (15) days after written notice thereof is given to Licensee; or (2) Licensee shall default in the performance of any other of Licensee's material obligations contained in this Agreement and such default shall continue for thirty (30) days after written notice thereof is given to Licensee, then, in addition to any other remedies which may be available to Licensor at law or in equity, after thirty(30) days written notice to Licensee, Licensor may, if Licensor elects, but not otherwise, terminate this Agreement, and Licensee's rights under the license granted to Licensee pursuant to this Agreement.

b. In the event that Licensor shall be in default of the performance of any of its material obligations under this Agreement or takes any action in violation of the terms and conditions of this Agreement which impairs Licensee's exercise of its rights under this Agreement or Licensee's use of the Licensed Premises in accordance with this Agreement, and such default or action shall continue in effect for thirty (30) days after written notice thereof is received by Licensor, then in addition to any other remedies at law or inequity which may be available to Licensee, Licensee may, upon thirty (30) days prior written notice to Licensor, if it so elects, terminate this Agreement.

c. A party may terminate this Agreement by giving sixty (60) days written notice to the other party (1) if bankruptcy, composition, reorganization, insolvency or liquidation proceedings are instituted by or against the other party and such proceedings are not dismissed within sixty (60) days after the date they were instituted, (2) if the other party makes an assignment for the benefit of creditors, or (3) if a trustee, receiver or similar officer of any court is appointed for the other party, whether with or without the consent of the other party.

16. Licensee shall conduct its operations at the Licensed Premises and control its agents, employees, contractors and invitees in such a manner so as not to create any nuisance or interfere with, annoy or disturb any use of the Licensed Premises or other property owned adjacent to the Tower by Licensor or any other permitted user, occupant or invitee of Licensor at the Tower. Licensee shall comply with any and all applicable rules, regulations and ordinances of Licensor pertaining to the Licensed Premises as adopted from time to time.

17. Licensee shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Licensed Premises by Licensee, except that Licensee shall be permitted to use batteries for emergency power for Licensee's Facilities. If the presence of Hazardous Substances brought upon, kept, stored or used in or about the Licensed Premises by Licensee, its officers, employees, agents, or independent contractors, in violation of this paragraph and/or said batteries used for emergency power,

result in contamination of the Licensed Premises, or other property owned, leased or controlled by Licensor, Licensee shall pay for all actual costs of clean up and shall indemnify, hold harmless and at Licensor's option, defend Licensor, and its employees, affiliates, agents, volunteers, officers, and officials from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean up, remediation, removal or restoration work required by any federal, state, or local governmental authority because of the presence of any such Hazardous Substances on or about the Licensed Premises owned, leased or controlled by Licensor, due to Licensee's fault or the fault of any of Licensee's officers, employees, agents, or independent contractors; provided, however, that this indemnification shall not apply to the extent Licensor, its agents, contractors or employees cause any such environmental occurrence. Licensor agrees to abide by all Environmental Laws now in effect or that may be enacted at a future date.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances", "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances", "materials", or "wastes" under any Federal law or the law of the state in which the Premises are located; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Licensee's activities or the activities of any of Licensee's officers, employees, agents, or independent contractors violate or create a risk of violation of any Environmental Laws, Licensee shall cease such activities immediately upon notice from Licensor. Licensee shall immediately notify Licensor both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

Licensee represents, to the best of its knowledge, to Licensor that Licensee's use of the Licensed Premises does not require Licensee to obtain any permits or licenses from any governmental body responsible for monitoring or otherwise overseeing compliance with Environmental Laws. Licensee further covenants to Licensor that if any such permits or licenses for Licensee's Permitted Uses are required in the future, Licensee shall notify Licensor immediately, obtain such permit or license within such time limits allowed by law, and provide Licensor with copies of the same within five (5) days of receipt of issuance.

18. Licensee shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with Licensee's operation and use of the Licensed Premises. The cost of such insurance shall be borne by Licensee, and shall be in the following coverage and amounts:

a. Commercial General Liability Coverage covering Comprehensive General Liability and Insurance Services covering Broad Form Comprehensive General Liability, or the most recent revision thereof, covering Licensee and insuring Licensor and its officers, officials, employees, volunteers and agents, as additional insured's as respects liability arising out of the Licensed Premises and the Facilities, and/or arising out of activities performed by or on behalf of Licensee. Said insurance coverage shall be primary as respects liability assumed by Licensee, its officers, officials, employees, volunteers and agents.

Any insurance maintained by Licensor, its officers, officials, employees, volunteers and agents shall be in excess of Licensee's insurance and shall not contribute with it, but only with respect to liability assumed by Licensee under this Lease. Licensee shall maintain limits of not less than Three Million and 00/100 Dollars (\$3,000,000.00) combined single limit for any one occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate is used, the general aggregate limit shall be no less than Five Million and 00/100 Dollars (\$5,000,000.00) or Licensee shall furnish a Certificate of the Owner's and Contractor's Protective Policy Liability policy ("OCP") meeting the terms and conditions herein, including, without limitation, regarding coverage, minimum amounts and types of coverage, acceptability of insurance, additional insured's, cancellation and modification. All insurance shall be from any insurance company or companies authorized to do business in Illinois with a policy holder's rating of at least an "A minus" and a financial rating of at least "VII" in the latest edition of the Best Insurance Guide.

b. Worker's Compensation and Employers' Liability: Workers compensation limits as required by statute, and Employers' Liability limits of One Million and 00/100 Dollars (\$1,000,000.00) per accident and One Million and 00/100 Dollars (\$1,000,000.00) per disease.

c. Licensee shall, prior to the Commencement Date and prior to the installation of any of its Facilities, and from time to time at Licensor's request during the Term, furnish to Licensor certificates evidencing such coverage, which certificates shall state that such insurance coverage may not be changed or canceled without limitation of liability at least thirty (30) days prior written notice to Licensor.

19. Licensee shall not use or permit the Licensed Premises to be used in any manner which would render the Licensor's insurance thereon void or the insurance risks more hazardous; provided, however, that Licensor acknowledges and agrees that Licensee's current Permitted Use of the Licensed Premises does not make the insurance risks more hazardous. Licensee shall not use or occupy the Licensed Premises, or permit the Licensed Premises to be used or occupied contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto, or in any manner which would cause structural injury to the Tower or which would constitute a public or private nuisance or waste.

20. In any case where the approval or consent of Licensor is required, requested or otherwise to be given under this Agreement, such approval or consent shall be given in writing by Licensor's Manager, and Licensee may rely upon any such approval or consent. In any case where the approval or consent of a party is required under this Agreement, the party shall not unreasonably delay or withhold its approval or consent.

21. The parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the parties. The parties shall each be solely responsible for the conduct of their respective officers, employees and agents in connection with the performance of their obligations hereunder.

22. Licensor represents to Licensee that the Tower currently complies with all marking and lighting requirements of the Federal Aviation Administration and FCC. Licensor agrees to correct any deficiencies of such current requirements if cited by either agency. If either agency requires different or additional markings or lighting because of Licensee's use of the Tower, such compliance shall be at the sole expense of Licensee.

23. Licensee acknowledges that the Licensed Premises are currently exempt from all taxes, including, but not limited to, real estate taxes. In the event (a) this License Agreement or the rights granted under this Agreement results in the full or partial loss of such exemption, or (b) the Licensed Premises and/or the non-licensed portion of the Tower become subject to the assessment of real estate taxes as a result of this Agreement, then Licensee agrees to pay Licensor the amount of any such tax directly attributable to this Agreement or Licensee's Facilities, through reimbursement, upon the submittal of any tax bill and supporting documentation to Licensee, to be mailed to the address inserted below, but reserves the right to appeal such assessment, prior to the due date therefore for each year this Agreement remains in effect, including any and all extensions. In the event other non-municipal users install equipment on the property or Tower resulting in any such tax assessment, the amount of any such tax shall be prorated between such users. Requests for tax reimbursements shall be directed to:

Denali Spectrum Operations, LLC a Delaware
Limited liability company
10307 Pacific Center Court
San Diego, CA 92121

24. a. Licensee shall operate the Licensed Premises in a manner that will not cause interference to Licensor and other licensees on the Licensee's Premises, provided that their installations predate the execution of this Agreement. All operations by Licensee shall be in compliance with all Federal Communications Commission ("FCC") requirements, including the operation of all equipment.

b. Subsequent to the installation of the Facilities, Licensor shall not permit itself its lessees or licensees to install new equipment on the Licensed Premises if such equipment is likely to cause interference with Licensee's operations. Licensee shall deem such

interference a material breach. In the event interference occurs, Licensor agrees to take all reasonable steps necessary to eliminate such interference, in a reasonable time period. Notwithstanding, Licensor shall have the right to install equipment that is in compliance with all FCC standards and regulations.

c. Should Licensor claim interference due to Licensee's Facilities, Licensee shall cooperate with Licensor to determine whether or not Licensee's Facilities are the source of such claimed interference. Such cooperation shall include, but not be limited to, intermodulation studies. Should it be determined by such studies that such interference is directly attributable to the operations of Licensee's Facilities, Licensee, at its sole cost and expense, shall take all reasonable measures to modify the Facilities in order to mitigate such interference to Licensor's reasonable satisfaction.

25. If Licensee fails to perform any obligations hereunder beyond any period allowed hereby for cure, Licensor may enter the Licensed Premises and perform it on Licensee's behalf. In so doing, Licensor may, but shall not be required to, make any payment of money or perform any other act. All sums paid by Licensor, and all incidental costs and expenses, shall be considered additional license fees under this Agreement and shall be payable to Licensor immediately on demand, together with interest from the date of demand to the date of payment at the "Interest Rate". For purposes of this Agreement, the Interest Rate shall mean four (4) percentage points above the prime rate announced from time to time by Harris Trust & Savings Bank of Chicago, Illinois, if Harris Trust is not in existence, then by a Bank of comparable size, it being understood that in no event shall such Interest Rate exceed the maximum interest rate permitted by state law.

26. If either party institutes any action to enforce the provisions of this Agreement or to seek a declaration of rights hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs as part of any award. Licensee hereby reserves the option to either waive trial by jury, or election of a jury trial, in any action, proceeding or counterclaim in respect to any matter whatsoever arising out of or in any way connected with this Agreement, the relationship of Licensor and Licensee hereunder, Licensee's use or occupancy of the Licensed Premises, and/or claim of injury or damage. All lawsuits shall be filed, if jurisdiction can there lie, in the Circuit Court of DuPage County, Illinois.

27. Notwithstanding any other provision of this Agreement, in the event Licensor determines that it is in its best interests to raze the Tower after the initial Term of this Agreement, Licensor shall give one hundred eighty (180) days prior written notice to Licensee of its intention to raze the Tower, in which event this Agreement shall be terminated not less than one hundred eighty (180) days from the date of said notice, whereupon Licensee shall remove its personal property from the Licensed Premises and neither party shall have any liability to the other.

28. This Agreement may be terminated without further liability: (i) in accordance with paragraphs 3 and/or 15 of this Agreement; or (ii) by Licensee for any reason or for no reason, provided Licensee delivers written notice of early termination to Licensor no later

than thirty (30) days prior to the Commencement Date; or (iii) by Licensee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of the Facilities, provided that Licensee shall use its best efforts to obtain and maintain said licenses, permits and other necessary approvals; or (iv) by Licensee if Licensee is unable to occupy and utilize the Licensed Premises due to an action of the FCC, including, without limitation, a take back of channels or change in frequencies; or (v) by Licensee if Licensee determines that the Licensed Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference, provided that if Licensee terminates this Agreement under provision (v) above for economic reasons, it shall pay Licensor an amount equal to what Licensee's Rent would have been according to the terms of paragraph 3.b.(1) of this Agreement for the immediately succeeding twelve (12) month period had Licensee not terminated the Agreement. Nothing in this paragraph shall be construed as relieving Licensee of its obligation to remove its Facilities from the Licensed Premises in accordance with paragraph 9 of this Agreement. Notwithstanding anything to the contrary contained herein, termination under section (iii), (iv) and (v) shall require thirty (30) days' prior written notice.

29. a. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served:

(1) When delivered by Federal Express, UPS, or similar express mail service to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time, Monday through Friday excluding Federal holidays; or

(2) When mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid.

b. Notice shall be given to the following:

If to Licensee:

Denali Spectrum Operations, LLC

a Delaware limited liability company

10907 Pacific Center Court
San Diego, CA 92121
Attention: Stefan Karnavas
With a copy to:

Denali Spectrum Operations, LLC, a
Delaware limited liability company
10307 Pacific Center Court
San Diego, CA 92121
Attn: Legal Department

If to Licensor:

Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL 60188
Attention: Joseph Breinig, Village Manager

With a copy to:
Ancel, Glink, Diamond, Bush, DiCianni, & Roleck, P.C.
140 S. Dearborn - 6th Floor
Chicago, IL 60603
Attention: Stewart Diamond

c. Either party hereto may change the place or notice to it by sending written notice to the other party.

32. a. This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties with respect to the subject matter hereof.

b. This Agreement may be executed in any number of counterparts, and by Licensor and Licensee on different counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same agreement.

c. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

d. This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois.

e. In construing this Agreement, section headings shall be disregarded.

f. Any recitals herein or exhibits attached hereto are hereby incorporated into this Agreement by reference.

g. Time is of the essence of this Agreement and every provision contained herein.

h. The parties acknowledge that both parties, each of whom was represented by counsel, freely negotiated this Agreement; accordingly, this Agreement shall be construed according to the fair meaning of its terms, and not against either party.

i. If any clause, phrase, provision or portion of this Agreement or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LICENSOR:

VILLAGE OF CAROL STREAM,

By:

Joseph E. Breinig

Date:

Title: Village Manager

Tax ID#: 36-2510906

LICENSEE:

DENALI SPECTRUM OPERATIONS, LLC

By: Denali Spectrum License, LLC

Its sole member

By: Denali Spectrum, LLC

Its sole member

By: Denali Spectrum Manager, LLC

Its manager

By: Doyon, Limited

Its manager

By: Bria Root

Printed Name: Bria Root

Title: Operations Manager

Date: 2/14/07

WITNESS: [Signature]

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated , by and between the VILLAGE OF CAROL STREAM, as Licenser, and , Denali Spectrum Operations, LLC, as Licensee.

The Land is described and/or depicted as follows:

THE METES AND BOUNDS LEGAL DESCRIPTION WILL BE ATTACHED AT A LATER DATE.

and commonly known as: Water Tower No., Carol Stream, IL 60188

P.I.N.:

EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated by and between the VILLAGE OF CAROL STREAM, as Licenser, and , Denali Spectrum Operations, LLC, as Licensee.

The Premises are described and/or depicted as follows:

Notes:

EXHIBIT C

DESCRIPTION OF SITE FACILITIES

to the Agreement dated , by and between the VILLAGE OF CAROL STREAM, as Licenser, and, Denali Spectrum Operations, LLC, as Licensee.

The Facilities are described and/or depicted as follows:

RESOLUTION NO. _____

**A RESOLUTION APPROVING A FINAL PLAT OF CONSOLIDATION
(CAROLS COURT, EAST SIDE OF SCHMALE ROAD,
450 FEET SOUTH OF ST. CHARLES ROAD)**

WHEREAS, St. Charles Building Partners, LLC, is requesting a final plat of consolidation in accordance with Section 7-2-6 of the Carol Stream Subdivision Code for the property located at on the east side of Schmale Road, 450 feet South of St. Charles Road; and

WHEREAS, the Plan Commission/Zoning Board of Appeals of the Village of Carol Stream, at their meeting of April 14, 2008 continued to July 14, 2008, considered the final plat of consolidation and has found it to be in conformity with the Zoning Code, the Subdivision Code and other ordinances of the municipality relating to the particular property herein proposed to be developed; and

WHEREAS, the Combined Board has made its recommendation to the Corporate Authorities regarding the approval of this plat.

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: Approval is hereby given to the final plat of consolidation, such document being attached to and made a part of this Resolution as Exhibit "A", drawn by Dave Johnson and Associates, Ltd., Civil Engineers & Surveyors, 312 S. Hale Street, Wheaton, IL 60187.

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

PASSED AND APPROVED THIS 4TH DAY OF AUGUST 2008.

AYES:

NAYS:

ABSENT:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

K-1 8-4-08

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
A 1 FILTER REHAB CONTRACTING CO TO SUPPLY, REMOVE & INSTALL ME	22,600.00	04101100 52244	MAINTENANCE & REPAIR	07/11/08	20090078
	<u>22,600.00</u>				
AMERICAN ADMINISTRATIVE GROUP FLEX SPENDING ADM FOR JULY	230.55	01600000 52273	EMPLOYEE SERVICES	17571	
	<u>230.55</u>				
AMERICAN LEGAL PUBLISHING CORP CODE ORIDINANCE UPDATES	17.00	01580000 52253	CONSULTANT	64433	
	<u>17.00</u>				
BAXTER & WOODMAN INC EVERGREEN & TUBEWAY LIFT STN	6,900.03	11740000 55488	STORMWATER UTILITIES	0136194	20090079
EVERGREEN & TUBEWAY LIFT STN	8,700.03	04101500 54480	CONSTRUCTION	0136193	20090079
	<u>15,600.06</u>				
C S FIRE PROTECTION DISTRICT ACCT 2514004009 S/B VLG BILL	52.64	04201600 52248	ELECTRICITY	REIMB ON COM ED B	
	<u>52.64</u>				
CDBH-PAHCS II POST OFFER MED & RANDOM DTS	474.25	01600000 52225	EMPLOYMENT PHYSICALS	87755	
	<u>474.25</u>				
CHRISTOPHER B BURKE ENGR LTD ENGR SERV'S FEB 24-MARCH 29	176.00	01620100 52253	CONSULTANT	77848	
	<u>176.00</u>				
COMED SERV FOR 6/17/08-07/21/08	100.12	01670600 52248	ELECTRICITY	6337409002 7	
SERV FOR 6/18 - 7/22	13.58	01670600 52248	ELECTRICITY	4483019016 7	
SERV FOR 6/18 - 7/22	40.36	04101500 52248	ELECTRICITY	2073133107 7	
SERV FOR 6/18 - 7/22	102.95	06320000 52248	ELECTRICITY	6597112015 7	
SERV FOR 6/18 - 7/22	180.80	01670600 52248	ELECTRICITY	1865134015 7	
SERV FOR 6/18 - 7/22	185.58	01670600 52248	ELECTRICITY	0803155026 7	
SERV FOR 6/18/08-07/21/08	281.91	04101500 52248	ELECTRICITY	2496057000 7	
SERV FOR 6/19 - 7/22	666.20	04201600 52248	ELECTRICITY	0300009027 7	
SERV FOR 6/19 - 7/22	3,473.87	06320000 52248	ELECTRICITY	5853045025 7	
SERV FROM 06/18 - 7/23	95.64	06320000 52248	ELECTRICITY	3153036011 7	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>		<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
SERV FROM 6/18 - 7/21	288.06	06320000	52248	ELECTRICITY	6213120002 7	
SERV FROM 6/18 - 7/23	75.27	06320000	52248	ELECTRICITY	0030086009 7	
SERV FROM 6/18 - 7/23	104.13	06320000	52248	ELECTRICITY	1353117013 7	
SERV FROM 6/18-7/21	6.07	04201600	52248	ELECTRICITY	2514004009 7	
SERV FROM 6/19 - 7/23	157.04	06320000	52248	ELECTRICITY	6675448009 7	
SERV FROM 6/20 - 07/24	236.90	01670600	52248	ELECTRICITY	5838596003 7	
SERV FROM 6/20 - 7/23	15.40	06320000	52248	ELECTRICITY	7219135017 7	
SERV FROM 6/20 - 7/24	92.19	04101500	52248	ELECTRICITY	0291093117 7	
	6,116.07					
COUNTY COURT REPORTERS INC						
PLAN COMMISS MTG MAY 12TH	422.24	01641700	53315	PRINTED MATERIALS	096324	
PLAN COMMISSION MTG 7/14	150.00	01530000	52241	COURT RECORDER FEES	096367	
	572.24					
DAVID G BAKER						
VLG BOARD MTG 7/21/08	100.00	01650100	52253	CONSULTANT	072108	
	100.00					
DU COMM						
QRTLY SHR AUG THRU OCT 2008	7,267.50	01662300	52245	GENERAL COMMUNICATIONS	13622	20090046
QRTLY SHR AUG THRU OCT 2008	10,174.50	01660100	52245	GENERAL COMMUNICATIONS	13622	20090046
QRTLY SHR AUG THRU OCT 2008	11,628.00	01662400	52245	GENERAL COMMUNICATIONS	13622	20090046
QRTLY SHR AUG THRU OCT 2008	14,535.00	01664700	52245	GENERAL COMMUNICATIONS	13622	20090046
QRTLY SHR AUG THRU OCT 2008	101,745.00	01662700	52245	GENERAL COMMUNICATIONS	13622	20090046
	145,350.00					
DUPAGE ANIMAL CONTROL						
ANIMAL CONTROL FEES	240.00	01662700	52249	ANIMAL CONTROL	179-13897	20090076
	240.00					
DUPAGE COUNTY						
COMMISSION RENEWAL	10.00	01662600	52234	DUES & SUBSCRIPTIONS	ANGELA H NEWSHAM	
DATA PROC-JUNE/ POLICE DEPT	250.00	01662600	52247	DATA PROCESSING	5091	
	260.00					
ERYOPS BODYCRAFT INC						
CENTER CAP FOR WHEEL-96 CHEV	42.49	01620100	54415	VEHICLES	5794	
	42.49					
EXELON ENERGY INC						
SERV FROM 05/09-06/09	306.49	04101500	52248	ELECTRICITY	0111013079 6	
SERV FROM 06/09-07/11	295.51	04101500	52248	ELECTRICITY	0111013079 7	
	602.00					
FEDEX						

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
INV SUMMARY JUL 09	15.32	01650100 52229	POSTAGE	2 800 51219	
INV SUMMARY JUL 16	12.11	01650100 52229	POSTAGE	2 813 00727	
INV SUMMARY JUL 23	15.86	01650100 52229	POSTAGE	2 825 95170	
	43.29				
I D E S (IL DEPT OF EMPLOYMENT SECURITY					
UNEMPLOYMENT CLAIMS FOR FY 20	3,321.00	01600000 51115	UNEMPLOYMENT COMP	800931	20090075
	3,321.00				
ILLINOIS CITY COUNTY MANAGEMENT ASSN					
MEMBERSHIP -MATTHEW R YORK	160.00	01670100 52234	DUES & SUBSCRIPTIONS	2008-09	
	160.00				
ILLINOIS STATE POLICE					
LIVESCAN FEE CHARGES JUNE	1,200.00	01660100 53317	OPERATING SUPPLIES	ACCT ILL13340S	
	1,200.00				
JOSEPH J HENDERSON & SON INC					
WRC EAST SIDE TANK DEMOLITION	38,498.73	04 21227	RETAINAGE - J J HENDERSON	12866	20080140
	39,489.73	04101500 54480	CONSTRUCTION	12866	20080140
	77,988.46				
LINO & POLI PLUMBING INC					
AIR LINE REPAIRS AT WRC PER PR	27,890.00	04101100 52244	MAINTENANCE & REPAIR	11556	20090077
	27,890.00				
MATTHEW RUDELICH					
MEAL PER DIEM SRO SPRINGFLD,IL	245.00	01664700 52223	TRAINING	8-4-08	
	245.00				
METROPOLITON INDUSTRIES INC					
REPLACE TALL OAKS PUMP #2	9,437.00	04101500 52297	SEWER SYSTEM MAINTENANCE	206150	20090080
	9,437.00				
MORONI & HANDLEY					
PROF SERV FOR JUNE	2,500.00	01570000 52235	LEGAL FEES-PROSECUTION	JULY 17 STMT	
	2,500.00				
PETROLEUM TECHNOLOGIES EQUIPMENT INC					
THERMAL PAPER-VEEDER RT SYSTI	225.97	01696200 53317	OPERATING SUPPLIES	8853	
	225.97				
PLOTE CONSTRUCTION INC					
2008 FLEXIBLE PAVEMENT PROJ	-45,849.09	11 21112	RETAINAGE - PLOTE	PAYMNT 3	20090031
	458,490.87	11740000 55486	ROADWAY CAPITAL IMPROVEME	PAYMNT 3	20090031
	412,641.78				
RICK GIESER					
NLC/PSCP MTG NOV 11-15 FLORIDA	439.00	01520000 52222	MEETINGS	REIMB FOR AIRFARE	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
	<u>439.00</u>				
THIRD MILLENIUM ASSOCIATES INCORPORATEI					
PROGM UTILITY CHGS FOR CONVEI	712.50	04103100 52221	UTILITY BILL PROCESSING	10997	
PROGM UTILITY CHGS FOR CONVEI	712.50	04203100 52221	UTILITY BILL PROCESSING	10997	
	<u>1,425.00</u>				
THOR GUARD INC					
HORN CLUSTER TRUMPET	30.31	01680000 53319	MAINTENANCE SUPPLIES	23578	
	<u>30.31</u>				
VILLAGE OF VERNON HILLS					
LEGAL SRV'S PER 1/6 OF SHARE	1,220.83	01570000 52238	LEGAL FEES	SALES TAX SHARE	
	<u>1,220.83</u>				
WM HORN STRUCTURAL STEEL CO					
ALUMINUM CHANNEL	206.00	01670200 53317	OPERATING SUPPLIES	93083	
	<u>206.00</u>				
	<u><u>731,406.94</u></u>				

The preceding list of bills payable totaling \$ 731,406.94 was reviewed and approved for payment.

Approved by:



Joseph E Breinig – Village Manager

Date: 8/1/08

Authorized by:

Frank Saverino Sr. - Mayor

Beth Melody – Village Clerk

Date: _____

AGENDA ITEM
K-2 8-4-08

ADDENDUM WARRANTS
July 22, 2008 thru Aug 4, 2008

Fund	Check #	Vendor	Description	Amount
General	A C H	Oak Brook Bank	Payroll June 30, 2008 - July 13, 2008	519,979.31
Water & Sewer	A C H	Oak Brook Bank	Payroll June 30, 2008 - July 13, 2008	36,818.45
General	A C H	Ill Funds	Dupage Water Commission - June 2008	148,857.28
				<u>705,655.04</u>

Approved this _____ day of _____, 2008

By: _____
Frank Saverino, Sr. - Mayor

Beth Melody, Village Clerk