

# *Village of Carol Stream*

## **BOARD MEETING**

### **AGENDA**

**SEPTEMBER 4, 2007**

*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 August 20, 2007 Meeting.

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

1. Public Hearing: Annexation Agreement and Annexation of the Slepicka Property.  
*Request from the Carol Stream Park District for approval of an annexation agreement and annexation of the 5.35 acre property on the south side of Lies Road just west of Lily Lane for the development of a park.*
2. Proclamation – Designating September 2007 as National Alcohol & Drug Addiction Recovery Month.
3. Proclamation – Designating September 2007 as Prostate Cancer Awareness Month.
4. Proclamation – Designating September 10-14, 2007 as Chamber of Commerce Week in Carol Stream.
5. Proclamation – Designating September 2007 as Disaster Preparedness Month.

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

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

1. PLAN COMMISSION:
  - a. #07198 – Invensys Controls – 191 E. North Avenue  
*Special Use Permit – Outdoor Activities and Operations*  
**RECOMMEND APPROVAL WITH CONDITIONS (6-0).**  
*Zoning approval for a liquid nitrogen outdoor storage tank.*

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

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

# Village of Carol Stream

## BOARD MEETING

### AGENDA

SEPTEMBER 4, 2007

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

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

1. Ordinance No. \_\_\_\_\_, Authorizing the Execution of an Annexation Agreement (Slepicka Park).  
*Request from the Carol Stream Park District for approval of an annexation agreement and annexation of the 5.35 acre property on the south side of Lies Road just west of Lily Lane for the development of a park.*
2. Ordinance No. \_\_\_\_\_, Annexing Certain Property to the Village of Carol Stream, DuPage County, Illinois (Slepicka Park).  
*Request from the Carol Stream Park District for approval of an annexation agreement and annexation of the 5.35 acre property on the south side of Lies Road just west of Lily Lane for the development of a park.*
3. Ordinance No. \_\_\_\_\_, Authorizing the Execution of an Agreement for the Regulation of Parking of Motor Vehicles and Traffic (Fountains at Town Center Condominiums).
4. Ordinance No. \_\_\_\_\_, Granting a Special Use for Outdoor Activities and Operations (191 E. North Avenue).  
*Zoning approval for a liquid nitrogen outdoor storage tank.*

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

1. Resolution No. \_\_\_\_\_, Accepting A Grant of Stormwater Management & Conveyance Easement – 410-420 Fullerton Avenue.  
*This item is a plat granting the Village an easement for the purposes of conveying and managing stormwater.*
2. Resolution No. \_\_\_\_\_, Declaring Surplus Property Owned by the Village of Carol Stream.  
*The Police Department requests that the Village Board declare a seized 1997 Chevrolet Cargo V an as surplus and authorize its disposal as a junk vehicle.*

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

1. Request from Doug Salemi for Relief from the Use Restrictions for the Commercial Property at 1270-1276 Kuhn Road in Pasquinelli's Central Park Subdivision.

# Village of Carol Stream

## BOARD MEETING

### AGENDA

SEPTEMBER 4, 2007

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

*Request to lift the restriction against non-sales-tax-generating uses for the building at 1270-1276 Kuhn Road.*

2. Payment to DuPage County – Judith and Riviera Courts Water Main Improvement Project.

*Request to pay DuPage County for the construction of the Judith/Riviera water main project.*

3. Request from Home Town RV at 110 E. North Avenue for Extension of a Temporary Special use Permit.

*Request from Tony Mucerino of Home Town RV for extension of the special use permit granted in March 2004, due to expire on September 15, 2007.*

#### **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: 2007-07-29**

**LAST RESOLUTION: 2284**

**NEXT ORDINANCE: 2007-09-30**

**NEXT RESOLUTION: 2285**

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

**August 20, 2007**

Mayor Frank Saverino 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 Weiss, Schwarze, McCarthy, Gieser, & Fenner  
Absent: Trustee Drager, Village Manager Breinig & Deputy Clerk Progar  
Also Present: Assistant Village Manager Mellor, Attorney Pollastrini and all Department Heads

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

**MINUTES:**

Trustee Fenner moved and Trustee McCarthy made the second to approve the Minutes of the Meeting of August 6, 2007 as presented. The results of the roll call vote were:

Ayes: 5 Trustees Weiss, Schwarze, McCarthy, Gieser and Fenner  
Nays: 0  
Absent: 1 Trustee Drager

**CONSENT AGENDA:**

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

Ayes: 5 Trustees Weiss, Schwarze, McCarthy, Gieser and Fenner  
Nays: 0  
Absent: 1 Trustee Drager

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

Ayes: 5 Trustees Weiss, Schwarze, McCarthy, Gieser and Fenner  
Nays: 0  
Absent: 1 Trustee Drager

1. Information only from PC/ZBA: Text Amend-Utility Structures-cont. to 11/12/07
2. Information only from PC/ZBA: North Avenue Corridor Review approved: 455 E. North Avenue
3. Waiver of Bid/Award Contract: May 2007-08 Pond Shoreline/Wetland Maint.
4. Approval of Change Order # 2- Municipal Center Parking Lot & 2007 Flexible Pavement Project
5. Emerald Ash Borer Compliance Agreement
6. Award Engineering Design Contract-SW Water Main Extension
7. Well #3 Repairs – Change Order #1
8. Resolution No. 2280: Approve Intergovt. Agree- traffic signal ATR/Fair Oaks

9. Resolution No. 2281: Accept Grant of Public Utility Easement – Red Hawk Park
10. Resolution No. 2282: Express Concern-IN Dept. of Environment permit-Lake Michigan
11. Resolution No. 2283: Approve Non-Exclusive License Agreement –US Cellular
12. Emergency Disaster Shelter Agreement
13. American Red Cross- Memo of Understanding
14. Regular Bills, Addendum Warrant of Bills

**COMMENTS:**

Trustee Fenner commented that the Resolution of concern reflects our concern over the EPA limits and the fact that Lake Michigan continues to be polluted, not necessarily BP, who is following the EPA regulations and abiding by the current law. Trustee Fenner said that this does not single out BP, the concern is that regulations are not strict enough and any additional pollutants into our drinking water is a concern.

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

Ayes: 5	Trustees Weiss, Schwarze, McCarthy, Gieser and Fenner
Nays: 0	
Absent: 1	Trustee Drager

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

**Waiver of Bid/Award Contract: May 2007-08 Pond Shoreline/Wetland Maint.:**

The Board approved a waiver of bid for the third year of a three-year bid for Pond Shoreline and Wetland Maintenance Contract to LaFayette Home Nursery in an amount of \$27,364.00.

**Approval of Change Order # 2- Municipal Center Parking Lot & 2007 Flexible Pavement Project:**

The Board received Change Order #2 for the Municipal Center Parking Lot & 2007 Flexible Pavement Project in the amount of \$179,672.49. This change is due to the removal of the entire base of the west parking lot due to poor soil conditions and anticipates that the same removal will be necessary for the balance of the Center's parking lot.

**Emerald Ash Borer Compliance Agreement:**

The Board approved the Emerald Ash Borer compliance agreement as provided by the Illinois Department of Agriculture.

**Award Engineering Design Contract-SW Water Main Extension:**

The Board awarded a design engineering agreement to Baxter & Woodman for the design of the Southwest Water Main Extension, Phase 1 in the amount of \$99,500.

**Well #3 Repairs – Change Order #1:**

The Board approved Change Order #1, to allow the time and material contract with Layne Western, not to exceed \$50,000 to allow the work on Well #3 to continue without interruption from unexpected modifications.

**Resolution No. 2280: Approve Intergovt. Agree- traffic signal ATR/Fair Oaks:**

The Board adopted Resolution 2280, A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF CAROL STREAM AND DUPAGE COUNTY FOR THE MAINTENANCE AND ENERGY PAYMENTS FOR TRAFFIC SIGNAL AT CH111/ARMY TRAIL ROAD AND FAIR OAKS ROAD.

**Resolution No. 2281: Accept Grant of Public Utility Easement – Red Hawk Park:**

The Board adopted Resolution 2281, A RESOLUTION ACCEPTING A GRANT OF PUBLIC UTILITY EASEMENT FOR WATER MAIN AND SANITARY SEWER SYSTEMS – (CAROL STREAM PARK DISTRICT – RED HAWK PARK).

**Resolution No. 2282: Express Concern-IN Dept. of Environment permit-Lake Michigan:**

The Board adopted Resolution 2282, A RESOLUTION EXPRESSING CONCERN OVER THE INDIANA DEPARTMENT OF ENVIRONMENT MANAGEMENT'S ISSUANCE OF A PERMIT TO ALLOW THE BP OIL REFINERY IN WHITING, INDIANA TO INCREASE DISCHARGES INTO LAKE MICHIGAN.

**Resolution No. 2283: Approve Non-Exclusive License Agreement –US Cellular:**

The Board adopted Resolution 2283, A RESOLUTION AUTHORIZING A NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN THE VILLAGE OF CAROL STREAM AND U.S. CELLULAR.

**Emergency Disaster Shelter Agreement:**

The Board authorized the execution of agreements with 10 community schools, 1 church and the Outreach Community Center for the provision of emergency disaster shelters in the case of a declared disaster emergency.

**American Red Cross- Memo of Understanding:**

The Board authorized the execution of a Memorandum of Understanding with the Greater Chapter of the American Red Cross that details the cooperative nature of the relationship between a local government and its agency in conducting emergency assistance program outreach to local disaster victims.

**Regular Bills, Addendum Warrant of Bills:**

The Board approved the payment of the Regular Bills in the amount of \$770,998.10.  
The Board approved the payment of the Addendum Warrant of Bills in the amount of \$675,108.21.

**REGULAR MEETING:**

Trustee Gieser moved and Trustee Fenner made the second to adopt Resolution 2284, A RESOLUTION DECLARING SURPLUS PROPERTY OWNED BY THE VILLAGE OF CAROL STREAM – (unused VRM radios to CSFPD). The results of the roll call vote were:

Ayes: 4 Trustees Weiss, McCarthy, Gieser and Fenner  
Nays: 0  
Abstain: 1 Trustee Schwarze  
Absent: 1 Trustee Drager

Trustee Fenner moved and Trustee McCarthy made the second to receive the Treasurer's Report for the month ending July 31, 2007. The results of the roll call vote were:

Ayes: 5 Trustees Weiss, Schwarze, McCarthy, Gieser and Fenner  
Nays: 0  
Absent: 1 Trustee Drager

**REPORT OF OFFICERS:**

Trustee Schwarze reminded everyone to shop in Carol Stream.

Trustee Gieser said that Saturday night is the last outdoor movie of the season. He said that Thursday night is the last concert for the season, featuring the Fabulous Janes. They were re-scheduled from an earlier rained-out concert.

Trustee McCarthy said that on Sunday, September 2<sup>nd</sup> the Youth Council will be working with "Parents and Teens Together" for the JP 5k Fun Run. This year there will be some of the bands from the music fest to play that afternoon and there will be games and prizes. He noted that School is opening soon and reminded drivers to be especially cautious in School Zones. In responses to Mayor Saverino's question, Trustee McCarthy noted that JP is Jonathan Petit, who died almost two years ago due to underage drinking. "Parents and Teens Together" is about having teens make good choices. Mayor Saverino commented that he has spoken with Yvonne Petit, Jonathan's mother and that this is important to them to turn their heartbreak into something positive for the community.

Mayor Saverino announced that Village Manager Breinig's father, Edward passed away, one day after the celebration of his 50<sup>th</sup> wedding anniversary.

Assistant Village Manager Mellor stated that the DuPage County Health Department has announced that there have been positive tests for West Niles Virus mosquitoes and he reminded everyone to take precautions if they are outside when mosquitoes are active.

Mayor Saverino thanked the Toys for Tots people and the Classic Streets and Rods Club for their participation to help the less fortunate. He said that there were 350 toys donated.

Mayor Saverino asked for a motion to change the first meeting in September from Monday, September 3<sup>rd</sup> to Tuesday, September 4<sup>th</sup> for the Labor Day Holiday. Trustee Fenner moved and Trustee McCarthy made the second to make that change. The results of the roll call vote were:

Ayes: 5 Trustees Weiss, Schwarze, McCarthy, Gieser and Fenner  
Nays: 0  
Absent: 1 Trustee Drager

Trustee Fenner moved and Trustee Schwarze made the second to move to Executive Session to discuss Compensation for a specific employee and to return to public session to take further action. The results of the roll call vote were:

Ayes: 5 Trustees Weiss, Schwarze, McCarthy, Gieser and Fenner  
Nays: 0  
Absent: 1 Trustee Drager



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

**August 27, 2007**

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

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

Present: Commissioners Manzzullo, Christopher, Smoot, Vora, Hundhausen & Michaelsen

Absent: Commissioner Spink

Also Present: Village Planner John Svalenka and Recording Secretary Progar

**MINUTES:**

Commissioner Christopher moved and Commissioner Smoot made the second to approve the Minutes of the Meeting of August 13, 2007, as presented. The results of the roll call vote were:

Ayes: 6 Commissioners Manzzullo, Christopher, Smoot, Vora, Hundhausen and Michaelsen

Nays: 0

Absent: 1 Commissioner Spink

**PUBLIC HEARING:**

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

**#07198: *Invensys Controls – 191 E. North Avenue***  
***Special Use Permit – Outdoor Activities and Operations***

Ron Zingler, 191 E. North Avenue was sworn in as a witness in this matter. He explained the history of the Company in Carol Stream as a manufacturer of controls and timers as well as having a research and development venue at their site. Mr. Zingler said that they need to add a liquid nitrogen tank adjacent to the environmental chamber used for testing much of their product line. The tank would be placed behind the building on the wall adjacent to the testing chamber.

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

Village Planner John Svalenka stated that Ron Zingler, representing Invensys Controls, has submitted an application requesting approval of a Special Use Permit for outdoor activities and operations to allow installation of an outdoor liquid nitrogen tank at 191 E. North Avenue. The site includes a two-story office building along North Avenue and a high-rise industrial building in the rear of the site. The outdoor tank is proposed along the west side of the industrial building, at a location approximately 790 feet away from the nearest North Avenue right-of-way line. The tank is proposed outside the 400-foot North Avenue Corridor, and North Avenue Corridor Review is not required.

With regard to the Special Use Permit, staff has reviewed the operational and the aesthetic factors of the proposed outdoor use. From an operational standpoint, the liquid nitrogen would be used to raise and lower temperatures within a testing chamber located inside the building adjacent to the tank. The tank would be located along the east wall of the existing industrial building adjacent to existing truck docks in an area that is separated from automobile parking areas. This location will allow easy access for delivery trucks that would fill the tank. The petitioner has indicated that a six-foot tall fence will enclose the tank. Nitrogen is not flammable, and staff has no concerns regarding potential explosion of the tank. However, staff notes that the fence would not provide much protection if a truck were to accidentally back into the tank. If the Plan Commission were to recommend approval of the Special Use, staff would advise that the recommendation include the condition that bollards be installed to protect the tank from being hit by vehicles. With the condition of installing bollards, staff believes the proposed arrangement will function efficiently and safely. Therefore, staff has no objection to the proposed use from an operational standpoint.

Staff has evaluated the request from an aesthetic standpoint. The proposed tank is 15 feet, nine inches tall and six feet, six inches wide. The tank would be shorter than the adjacent two-story building wall, which would screen view of the tank from the east. The nearest adjacent building to the west is the Lighting Direct building. The majority of the east side of the Lighting Direct building includes truck docks, and is about 300 feet away. Therefore, staff has no concerns with the view from the west. The nearest adjacent building to the north is the A.J. Antunes building, which is about 650 feet away, and has existing outdoor tanks. Staff has no concern with the view from the north. As noted above, the tank would be located approximately 790 feet away from the nearest North Avenue right-of-way line. As such, the tank would have a minimal effect on the view from North Avenue. The proposed fence would screen the lower six feet of the tank. As shown on the attached color photographs, there is also a mature shade tree just south of the location of the proposed tank, which would completely screen the view of the upper portion of the tank from North Avenue. Because of the distance to North Avenue and the distance to the nearest buildings, the tank would have minimal impact on neighboring properties. Staff believes the screening is adequate, and, therefore, staff has no objection to the proposed use from an aesthetic standpoint.

Staff believes that the outdoor liquid nitrogen tank would cause no operational concerns, with the condition that bollards be installed to protect the tank from being hit by vehicles. Staff believes that the tank would have minimal impact on neighboring properties and believes that the screening from North Avenue is adequate. Therefore, staff has no objection to the proposed use from an aesthetic standpoint. Based upon the information discussed above, staff has determined that the Special Use Permit to allow an outdoor liquid nitrogen tank in the I Industrial District is reasonable.

Staff recommends approval of the Special Use Permit for *Outdoor Activities and Operations* in accordance with §16-10-2 (B)(14) of the Carol Stream Zoning Code to allow installation of an outdoor liquid nitrogen tank in the I Industrial District, subject to the following conditions:

1. That bollards be installed to protect the tank from being hit by vehicles; and,
2. That the operation of the facility and maintenance of the site will comply with all state, county and village codes and requirements.

Commissioner Christopher asked if the tank will be placed on the asphalt or on a concrete base and was told that it will be bolted through a concrete base.

Commissioner Hundhausen asked if they are willing to install bollards around the tank and was told that they will install them.

Commissioner Manzzullo asked if the proposed tank is designed just for liquid nitrogen or if it could be used for other gases.

Pablo Reyna, Airgase, W. Washington Street, West Chicago, IL was sworn in as a witness in this matter. In addressing the question by Commissioner Manzzullo, he stated that the tank and its valves can only be used with liquid nitrogen. He stated that the company will maintain the tank and equipment and that all items are inspected by a State Agency.

Commissioner Manzzullo asked if there were any future plans for the truck docks and Mr. Zingler replied that there were no plans to use those truck docks, he added that they will be protected from damage and also that the only truck to use that area will be the truck that fills the proposed tank.

Commissioner Vora asked for a schematic drawing of the tank and upon its' delivery he said that he did not have any questions.

Chairman Michaelsen asked if this would be a self-contained tank, and Mr. Reyna said that it is basically a tank within a tank. In response to a question from Chairman Michaelsen, it was determined that the fencing around the tank will be cyclone fencing, with slats and the tank will be painted white. Chairman Michaelsen said that he is concerned with the view from Gary Avenue looking east and said that he would like to see a couple of evergreen trees placed on the line of sight from Gary Avenue to the tank location. His suggestion was three evergreens spaced across the approximate 20-foot span that is visible from Gary Avenue. The petitioner agreed that they would put in three evergreen trees to screen the visibility from Gary Avenue.

Commissioner Hundhausen moved and Commissioner Vora made the second to recommend approval of a special use permit for Outdoor activities and operations at 191 E. North Avenue in accordance with staff recommendations and the added recommendation of three addition evergreen trees to screen visibility of the tank from Gary Avenue. The results of the roll call vote were:

Ayes:	6	Commissioners Manzzullo, Christopher, Smoot, Vora, Hundhausen and Michaelsen
Nays:	0	
Absent:	1	Commissioner Spink

The petitioner was reminded that this matter will be heard by the Village Board at their meeting on Tuesday, September 4, 2007, and was advised to attend that meeting.

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

Ayes:	6	Commissioners Manzzullo, Christopher, Smoot, Vora, Hundhausen and Michaelsen
Nays:	0	
Absent:	1	Commissioner Spink

At 7:50 p.m. Commissioner Smoot moved and Commissioner Vora made the second to adjourn. The motion passed by unanimous voice vote.

FOR THE COMBINED BOARD

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C-1 9-4-07

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

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

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

**DATE:** August 29, 2007

**RE:** **Agenda Item for the Village Board Meeting of September 4, 2007; Public Hearing Item - 28W071 Lies Road Annexation (Slepicka Park)**

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**PURPOSE**

The purpose of this memorandum is to provide the Village Board with information regarding the referenced public hearing, and to recommend approval of the proposed annexation agreement and the request for annexation.

**DISCUSSION**

The Carol Stream Park District has acquired the property at 28W071 Lies Road, a 5.35-acre parcel on the south side of Lies Road west of Lily Lane. The Park District wishes to annex the property to the Village of Carol Stream and develop it as a public park. The public hearing for this request was advertised in the August 11, 2007, edition of the Daily Herald, and also mailed to adjacent property owners.

Staff has reviewed the Park District's proposed development plan for the park, as well as the proposed annexation agreement, and we find them to be acceptable. The proposed development plan calls for a number of facilities, including an 8-foot walking/bicycle path with fitness stations, a sensory garden, a community garden, a picnic shelter, a game court, portable restrooms, and a historical display. A parking area will be accessed from Lily Lane, and the walking/bicycle path will be connected to the adjacent Jirsa Park. In lieu of a public sidewalk extending across the Lies Road frontage, the park District proposes that the walking/bicycle path also serve as a public walk for a portion of the frontage. The property would be zoned R-1 *One-Family Residence District* upon annexation, and the proposed use is a permitted use in this zoning district.

**RECOMMENDATION**

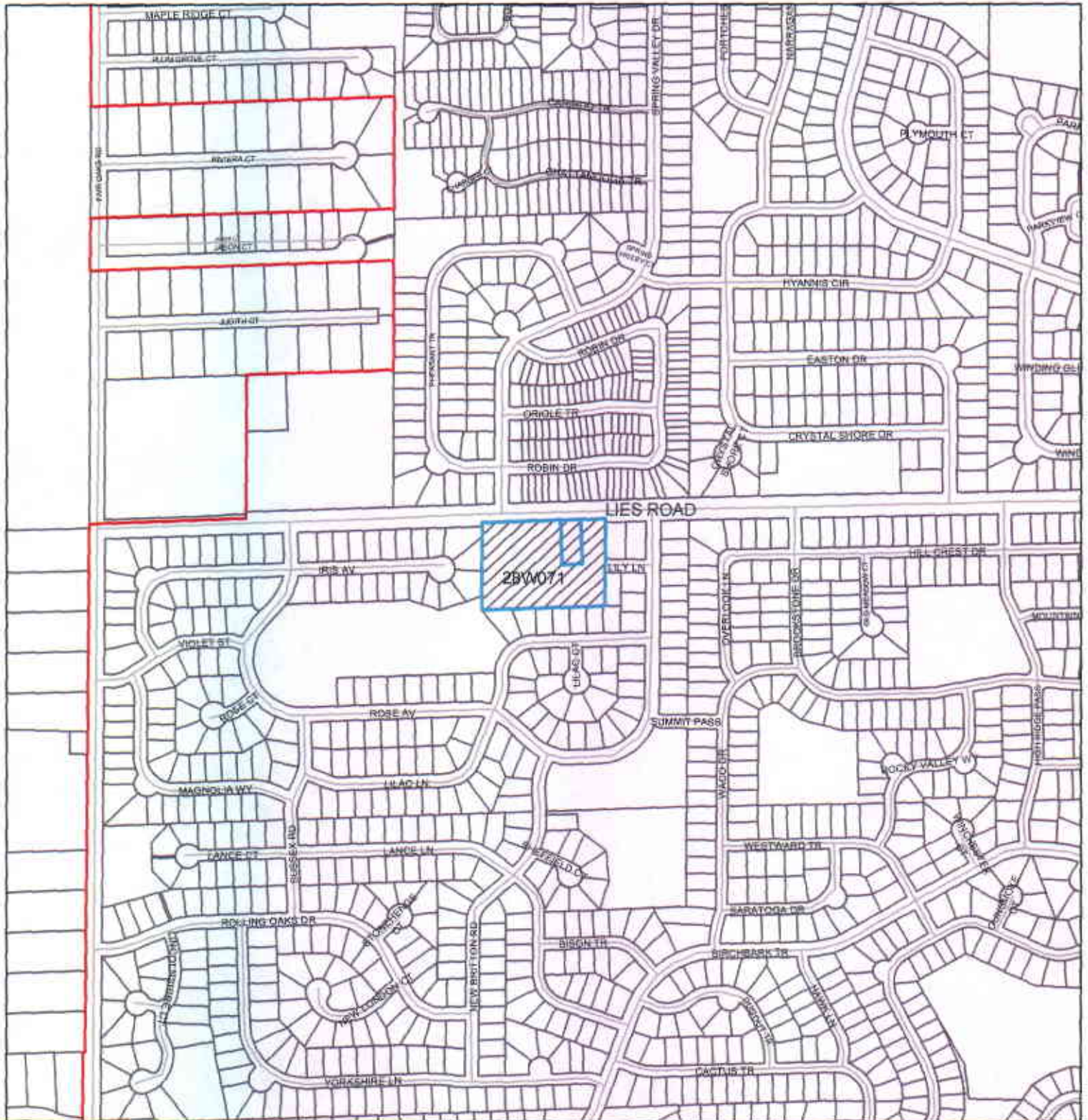
Staff's evaluation is that the proposed development meets the Village's development standards and the proposed use would be appropriate at this location. Staff has reviewed the proposed annexation agreement and finds it acceptable. Therefore, staff recommends the Village Board pass ordinances to approve the petitioner's requests for an annexation agreement and annexation for the property at 28W071 Lies Road.

RJG:bg

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# Village of Carol Stream

#07075 - Carol Stream Park District - 28W071 Lies Road  
Annexation



# Village of Carol Stream

#07075 - Carol Stream Park District - 28W071 Lies Road  
Annexation







NATIONAL GOLD MEDAL  
AWARD WINNER

**Administrative Office and  
Aldrin Community Center**

391 Illini Drive  
Carol Stream, Illinois  
60188-1698  
Phone: 630-784-6100  
FAX: 630-665-9045  
E-mail: info@csparks.org  
Website: www.csparks.org

**Simkus Recreation Center**

849 W. Lies Road  
Carol Stream, Illinois  
60188-4366  
Phone: 630-784-6120  
FAX: 630-289-1972

**Board of Commissioners**

Brian Sokolowski  
*President*

Dan Bird  
*Vice President*

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Brian Schauer

**Executive Director**

Arnie Biondo

March 15, 2007

Village of Carol Stream  
Village Board  
500 N. Gary Avenue  
Carol Stream, IL 60188

**RE: Annexation of Slepicka Property**

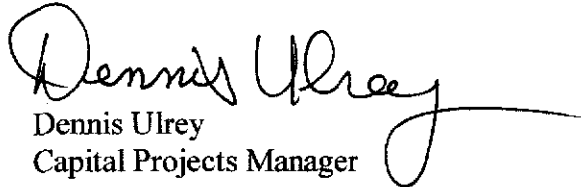
Dear Village Trustees:

Enclosed are the necessary forms, plans and attachments required for annexation to the Village of Carol Stream. A draft agreement prepared by the district's attorney is included using the village's template for such agreements with the differences from the general terms noted as required.

The property will be developed as park designed for the senior citizen population and/or use as passive open space. Included in the proposed development are drinking fountains and a sensory garden with a water feature. Annexation to the village is necessary to provide water service to the park as well as make the park district and village boundaries as coterminous as possible.

Your consideration with regard to this project is appreciated.

Sincerely,

  
Dennis Ulrey  
Capital Projects Manager

RECEIVED

MAR 15 2007

COMMUNITY  
DEVELOPMENT DEPT



STATE OF ILLINOIS     )  
  )ss  
COUNTY OF DU PAGE    )

RESOLUTION NO. 2007- 02

**RESOLUTION  
AUTHORIZING A PETITION TO ANNEX LAND TO THE VILLAGE OF  
CAROL STREAM  
(Slepicka Property)**

WHEREAS, the Board of Park Commissioners of the Carol Stream Park District has determined that it is prudent to annex certain land commonly referred to as Slepicka Property to the Village of Carol Stream in order to gain certain municipal services; and

WHEREAS, in order to become annexed, a necessary step is to complete a petition for annexation in the common form used for annexations by the Village of Carol Stream; and

WHEREAS, as a necessary step in the annexation, the Board of Park Commissioners desires to enter into an Annexation Agreement which will recite certain conditions of the annexation and mutual benefits to both the Park District and the Village of Carol Stream, and the Park District staff should engage in discussions with the Village of Carol Stream staff to complete such an agreement and present same to the Board of Park Commissioners.

NOW THEREFORE, upon Motion duly made, seconded and approved by the majority vote of the Board of Park Commissioners of the Carol Stream Park District, BE IT RESOLVED:

- A. The Park District Executive Director, and those other staff members directed by the Executive Director shall complete, for signature by the President and

RECEIVED

MAR 15 2007

COMMUNITY  
DEVELOPMENT DEPT

Secretary of the Board of Park Commissioners, a suitable petition for annexation for the area commonly known as Slepicka Property to the Village of Carol Stream. Said President and Secretary are authorized to sign said petition, and the Executive Director shall tender the petition to the Village of Carol Stream.

- B. The Park District Executive Director, and those other staff members directed by the Executive Director shall begin discussions with the Village of Carol Stream to draft a suitable Annexation Agreement for the Slepicka Property annexation, and return to this Board for a vote to approve same.
- C. The Park District Executive Director, and those other staff members directed by the Executive Director are hereby authorized to take such steps, and incur such costs as are necessary to accomplish the tasks contemplated herein.

Approved by Majority Vote of the Board of Park Commissioners of the Carol Stream Park District this 12<sup>th</sup> day of March, 2007.

Ayes: 6

Nays: 0

  
\_\_\_\_\_  
President, Board of Park Commissioners

Passed by the Board of Park Commissioners of the Carol Stream Park District, DuPage County, Illinois this 12<sup>th</sup> day of March, A.D. 2007.

ATTEST:   
\_\_\_\_\_  
Secretary, Board of Park Commissioners

**ANNEXATION AGREEMENT  
BETWEEN  
THE VILLAGE OF CAROL STREAM,  
DUPAGE COUNTY, ILLINOIS,  
and  
THE CAROL STREAM PARK DISTRICT**

THIS AGREEMENT (“Annexation Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by the Carol Stream Park District (“Park District”) and the Village of Carol Stream (“Village”).

WHEREAS, the Park District owns certain property which is located contiguous to the Village and intends to improve said property as a public park to be owned and operated by it;

WHEREAS, the parties contemplate that this Agreement shall set forth the terms and conditions of annexation of such property to the Village solely for the purpose of improvement with a public park for the purposes for which a public park may be owned, improved and operated by an Illinois Park District under the Illinois Park District Code, and that any other use for such property shall require written amendment of this Agreement;

WHEREAS, such property is currently owned by the Park District (“Owner”)

1. DEFINITIONS.

The term “Corporate Authorities” shall refer to the Village Board of the Village of Carol Stream, Illinois.

The term “Park” or “Public Park” shall refer to a public park to be owned and operated by the Carol Stream Park District for the purposes for which a public park may be owned, improved and operated by an Illinois Park District under the Illinois Park District Code primarily (but not exclusively) for the benefit of the residents of Carol Stream, Illinois.

The term "Developer" shall refer to the Park District.

The term "Plan" shall refer to the development plan for the Subject Property as a Public Park attached hereto as Exhibit "A"

The term "Subject Property" shall refer to the real property legally described on the attached Exhibit "B."

The Recitals shall be incorporated as though fully set forth.

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. Developer 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 4 below, the Village will annex the Subject Property.

4. PURPOSE OF ANNEXATION. Subsequent to annexation, the Park District intends to improve the Subject Property with a Public Park. The Park District and the Village agree that this Agreement shall be amended in writing by both parties if the Subject Property is to be developed for any purpose other than a Public Park. In the event of a conflict between any other provision of this Agreement and the terms of this Paragraph 4, the terms of this Paragraph 4 shall control.

5. ZONING, DEVELOPMENT AND CURRENT USE OF THE PROPERTY. The Village will zone the property R-1, contemporaneous with the approval of this Annexation Agreement. The use of the property is limited to those park purposes in accordance with the design shown upon the Plan, which is attached to and made a part of

this Agreement as Exhibit "A." The Staff of the Village will review and be required to approve the final site and architectural design of the Public Park and such approval shall be forthcoming in the event that the final plan is substantially in accordance with Exhibit "A." The Staff may also approve what it believes to be minor changes to Exhibit "A" particularly if they are brought about by engineering or site considerations. In the event that the Park District should wish to make major changes to the plan now or for the term of the Agreement, it shall be required to seek an amendment to this Annexation Agreement.

6. LAND CONTRIBUTION FOR PARK. Provided the Subject Property is improved with a Public Park, per Exhibit "A", the Village agrees to waive any requirement for land contribution for parks or other purposes.

7. REQUIRED DEDICATIONS. The Park District agrees it shall dedicate the portion of the Lies Road right-of-way in front of the Subject Property by Plat of Dedication to the Village of Carol Stream for Roadway Purposes, a copy of which is attached hereto and incorporated herein as Exhibit "C".

8. ANNEXATION FEES TO VILLAGE. The Village agrees to waive its customary annexation fees, land and cash donations and contributions provided the Subject Property is utilized for the construction and development of a Public Park as designed per Exhibit "A". The specific fees to be waived are:

- a. Application Fee: \$400.00
- b. Annexation Fee: \$2,960.40
- c. Fire Protection District Fee: \$2,960.00

9. PLAN AND ENGINEERING APPROVAL. When the Park District has completed a final plan and all required engineering data, the Park District shall submit such plan to the Village Engineer for review and approval.

- a. The Park District agrees to evaluate existing trees and remove all underbrush, volunteer growth trees, undesirable species, evergreen trees, and poor quality trees within the proposed right-of-way. Desirable trees, such as large healthy oak trees may remain in the right-of-way.
- b. The Park District agrees to plant appropriate trees in the parkway at a spacing requirement of approximately 60 feet on center, subject to the approval of the Village Engineer.

10. SEWER AND WATER FEES OR CHARGES. Provided the Subject Property is improved with a Public Park, per Exhibit "A", the Village agrees to waive sewer and water connection fees

11. SECURITY. To secure its public improvement obligations to the Village under this agreement, the Park District shall provide an irrevocable letter of credit in a form approved by the Village Attorney.

12. INSTALLATION AND ACCEPTANCE OF ROAD AND SIDEWALK IMPROVEMENTS. All public road and sidewalk improvements which Developer is required by the Village to install, if any, are shown on the Plan ("Required Improvements").

13. OTHER DONATIONS. Developer 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.

14. APPLICABILITY OF CHANGES IN CODES AND ORDINANCES. It is recognized between the parties that, subject to the conditions imposed within this paragraph, the Village may enact changes, amendments, regulations and directives in its ordinances (hereinafter referred to as "Amendments"). Developer and the Village agree that during the term of this Agreement any Amendments except those relating to fees which are treated otherwise in this Agreement, adopted by the Village shall not prohibit Developer from completing construction upon and utilizing the Subject Property for its

intended purpose as a Public Park. In addition, unless required by the regulations of a superior governmental authority, any such amendments shall be applicable and effective with respect to the Subject Property only after a grace period of six (6) months from the date of their adoption. The Developer shall have the right to complete any structures under construction during the grace period in accordance with previously applicable codes and ordinances. Any construction commenced more than six (6) months after an Amendment has taken place shall be built in accordance with the terms of the then-current law without regard to when the building permit for the structure was issued.

(a) No amendments to the Zoning Code whatsoever which would not allow the basic design of the Plan to be implemented, or would substantially increase the cost for improvements required by such Code, shall be applicable to the Subject Property during the term of this Agreement, except to the extent that Developer consents *in writing* to such application. The Village warrants that the Developer's intended use of the Subject Property as a public park is a permitted use within an R-1 zoning district.

(b) Upon the request of the Developer, Village may waive certain construction technique requirements whether in Codes or Amendments if Developer can demonstrate to the satisfaction of the Village that advanced construction techniques enable Developer to perform certain aspects of construction in a more expeditious and efficient manner, without adversely affecting the quality of workmanship of the construction. The decisions of the Village regarding this matter shall be final.

15. FEES. Provided the Subject Property is developed as a Public Park, the Village agrees to waive permit fees, building inspection fees, plan review fees, license fees, and similar fees applicable to the Subject Property or imposed by the Village upon the Developer, operators or occupants of, or contractors, subcontractors, material men or others performing work or supplying materials in connections with jobs in any part of the Subject Property. Notwithstanding the foregoing, Developer acknowledges the Village may charge the Developer for what the Village determines to be excessive requests to the Village for inspections and reviews. In addition, Developer acknowledges it shall



reimburse the Village for the Village's reasonable out-of-pocket costs such as attorneys' fees and consultant costs.

16. UNDERGROUND UTILITIES. All new electric and telephone utility lines within and serving the Subject Property exclusively shall be installed underground, unless technological conditions preclude such installation. Notwithstanding the foregoing, temporary overhead facilities to serve the Subject Property may be used during construction. Developer shall use its best efforts to require such facilities to be removed prior to issuance of occupancy permit in an affected unit.

17. STORM WATER RETENTION. Unless required by the regulations of a superior governmental authority, the Village, once the final engineering plans have been approved shall not require any increase in storm water retention or detention as is called for on that plan.

18. ACQUISITION OF EASEMENTS. Purposely Deleted.

19. DEDICATIONS AND DONATIONS. Unless required to be made within a shorter time within this Agreement, all dedications and donations to be made by the Developer shall take place before the expiration of three months from the date of this Agreement. By motion and without amending this Agreement, the Village may extend the time within which dedications and donations shall be made.

20. ANNEXATION TO FIRE PROTECTION AND PARK DISTRICTS. If the Subject Property is not annexed to any fire protection district or park district, the Developer shall promptly, upon the annexation of the Subject Property to the Village, petition for annexation to the Carol Stream Park District and the Carol Stream Fire Protection District. If the Subject Property is then part of a park district or fire protection district other than the Carol Stream Park District or the Carol Stream Fire Protection District, the Developer shall, at the written request of the Village, actively endeavor to

disconnect from such district and annex to the Carol Stream Park District and the Carol Stream Fire Protection District.

21. TRAFFIC ENFORCEMENT AGREEMENT. The Developer shall, at the request of the Village enter into an agreement for the enforcement of Village traffic ordinances and other ordinances on the Subject Property in areas already dedicated but not accepted and, if any, in parking lot and private road areas.

22. SNOWPLOWING OF STREETS PRIOR TO ACCEPTANCE. Purposely Deleted.

23. STOP ORDERS. The Village will issue no stop orders directing work stoppage on buildings or parts of the Subject Property without setting forth the Section of the Code allegedly violated by Developer, and the Developer may forthwith proceed to correct such violations as may exist; provided, however, that the Village shall give notice in advance to the Developer of its intention to issue stop orders at least twenty-four (24) hours in advance of the actual issuance of such stop orders, except in the event a health, life or safety emergency is deemed to exist by the Village. In the event that a violation of the storm water management ordinance has occurred, stop work orders shall be issued and complied with immediately.

24. CERTIFICATES OF OCCUPANCY. The Village agrees to issue certificates of occupancy within a reasonable time after application, or issue a letter of denial within said period of time informing the Developer specifically as to which corrections are necessary as a condition to the issuance of a certificate of occupancy and quoting the Section of the Code relied upon by the Village in its request for correction.

25. PERMITS. The Village agrees to issue within a reasonable time after initial submission and review of building construction plans all necessary building and other permits for the construction of any and all improvements on the Subject Property, or issue a letter of denial within said period of time informing the Developer as to wherein

the application does not conform to the stated Section of the Code. Except as otherwise provided in the Agreement, the Village agrees that matters not directly involving the unit for which a building or other permit is sought shall not be a basis for denying such permit. Prior to approval of the Plan or any final plat of subdivision for any portion of the Property, and upon application at any time by Developer, or by its duly authorized representatives, the Village shall allow mass grading, cutting, filling and soil stockpiling in and upon the Subject Property and site preparation of the various portions of the Subject Property; provided <sup>(i)</sup> that the same shall be undertaken at the risk of Developer and without injury to the property of surrounding property owners, <sup>(ii)</sup> that the appropriate form of security in the form required under Paragraph 11, above, is presented to the Village prior to the issuance of said permits, and <sup>(iii)</sup> that Developer submit and the Village approve engineering plans for all such work, including plans for erosion and dust control.

The Park District acknowledges that a separate permit process shall be required for approval of park signage.

26. DONATIONS GENERALLY. The parties agree that if the Subject Property is developed as a Public Park that no donations shall be required from the Village. If the Subject Property is otherwise developed, the issue of donations shall be addressed in an amendment to this Annexation Agreement.

27. WARRANTY. The Corporate Authorities of the Village 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 upon satisfaction of the sale contingency set forth herein. The Corporate Authorities further acknowledge that Developer has advised them that it intends to improve the Subject Property with a public park, and that as of the date of this Agreement, the Corporate Authorities have no objection to the intended use of the Subject Property as a Public Park, although Developer acknowledges such special use approval is not currently being granted, and the Developer's use of the Subject Property as a Public Park is subject to further approval of the Corporate Authorities. Developer

warrants that the execution of this Agreement has been duly and validly authorized, and that the obligation imposed upon Developer herein shall be valid and binding obligations of the Developer. Developer further warrants and agrees to reimburse the Village for the reasonable expenses incurred by the Village as of the date of this Agreement for the services of attorneys, engineers and consultants in connection with the negotiations, review, execution and administration of the Agreement.

The Developer shall also be required to reimburse the Village for such fees and expenses as may be incurred by the Village as a result of any amendment to this Agreement undertaken at Developer's request.

28. 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 Developer, 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. It is agreed that, to the extent permitted by law, in the event the annexation of the Subject Property or this Agreement or zoning of any part of the property is challenged in any court proceeding which shall reasonably delay the development of the Subject Property, the period of time during which such litigation is pending shall not be included in calculating the said twenty (20) year term. It is expressly understood and agreed that Developer may sell or convey all or any part of the Subject Property for the purposes of development, and upon each sale or conveyance, the purchaser shall be bound by the obligations and entitled to the benefits of this Agreement with respect to the part of the Subject Property sold or conveyed. Any purchaser must return to the Village and negotiate an amendment to this agreement.

The Village and Developer agree that to the extent permitted by law, the time for performance of any obligation herein contained may be extended by the mutual agreement of the parties without the necessity of amending this Annexation Agreement. The Village and Developer shall be excused from any obligations under this Agreement to the extent to which either is prohibited from fulfilling such obligation, or required to take an action inconsistent with a provision of this Agreement because of a lawful order or other action by a superior governmental authority. The Village and the Developer

shall give notice to the other if either receives notice or has knowledge of the taking or proposed taking of such action by a superior governmental authority. Upon the request of the other party, either party may agree to contest such order or other action by judicial or other proceedings, provided the other party equitably participated in the reasonable expenses of such interest.

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 Developer, 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 Developer 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 Developer shall file a petition or take any other action seeking the disconnection of any portion of the Subject Property from the Village.

29. CONSTRUCTION BY VILLAGE. Purposely Deleted.

30. TAX DIVISION. Purposely Deleted.

31. 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.

32. 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.

33. 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 the Carol Stream Park District, Attn: Arnie Biondo at the Park District's main office, with a copy to John Justin Wyeth, Esq.,

FOR THE VILLAGE OF CAROL STREAM

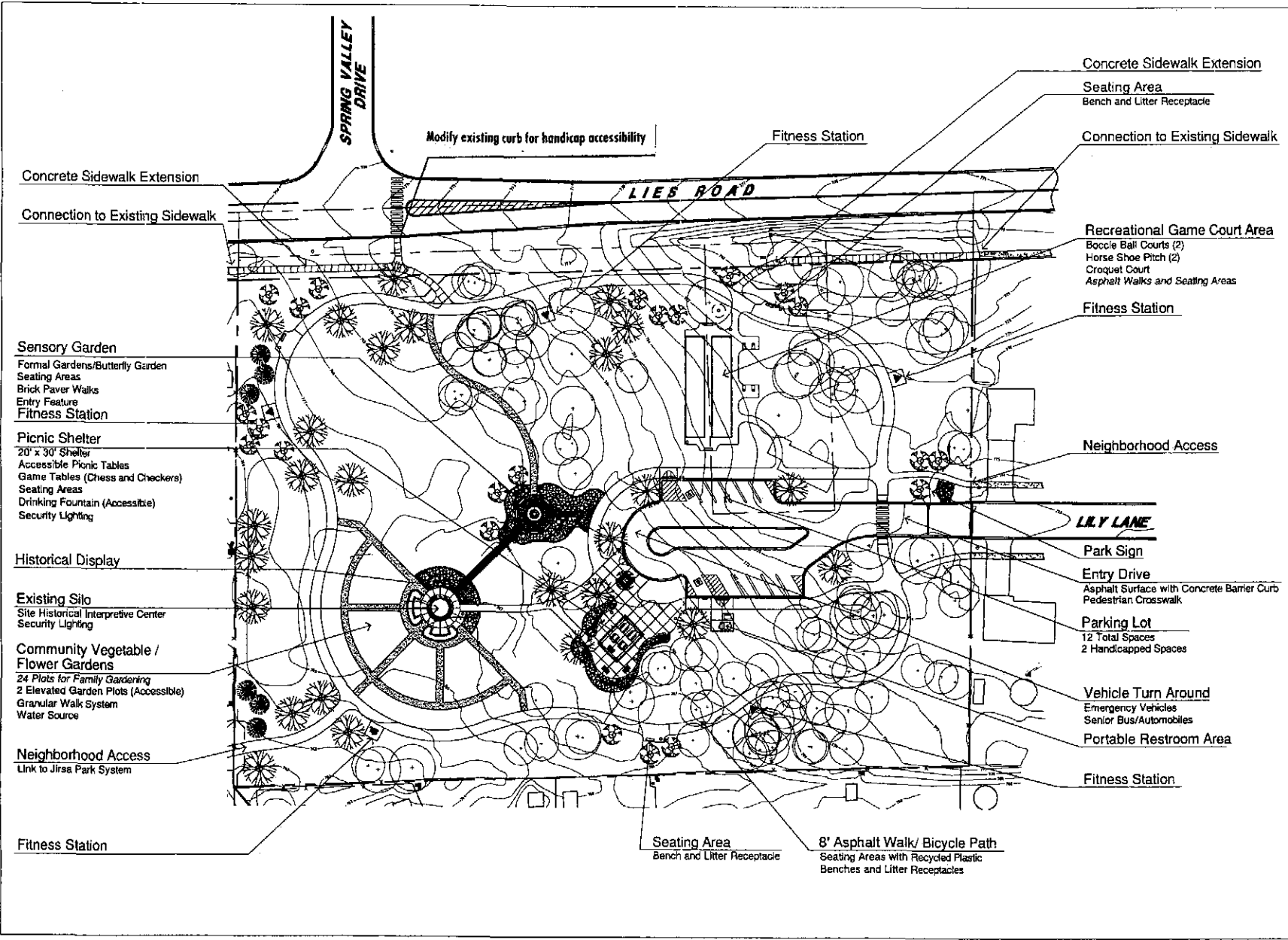
\_\_\_\_\_  
By the Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

CAROL STREAM PARK DISTRICT

By: \_\_\_\_\_  
Its President



Concrete Sidewalk Extension  
 Connection to Existing Sidewalk

**Sensory Garden**  
 Formal Gardens/Butterfly Garden  
 Seating Areas  
 Brick Paver Walks  
 Entry Feature  
 Fitness Station

**Picnic Shelter**  
 20' x 30' Shelter  
 Accessible Picnic Tables  
 Game Tables (Chess and Checkers)  
 Seating Areas  
 Drinking Fountain (Accessible)  
 Security Lighting

**Historical Display**

**Existing Silo**  
 Site Historical Interpretive Center  
 Security Lighting

**Community Vegetable / Flower Gardens**  
 24 Plots for Family Gardening  
 2 Elevated Garden Plots (Accessible)  
 Granular Walk System  
 Water Source

**Neighborhood Access**  
 Link to Jirsa Park System

**Fitness Station**

Modify existing curb for handicap accessibility

**Fitness Station**

**Concrete Sidewalk Extension**  
**Seating Area**  
 Bench and Litter Receptacle

**Connection to Existing Sidewalk**

**Recreational Game Court Area**  
 Bocce Ball Courts (2)  
 Horse Shoe Pitch (2)  
 Croquet Court  
 Asphalt Walks and Seating Areas

**Fitness Station**

**Neighborhood Access**

**Park Sign**

**Entry Drive**  
 Asphalt Surface with Concrete Barrier Curb  
 Pedestrian Crosswalk

**Parking Lot**  
 12 Total Spaces  
 2 Handicapped Spaces

**Vehicle Turn Around**  
 Emergency Vehicles  
 Senior Bus/Automobiles

**Portable Restroom Area**

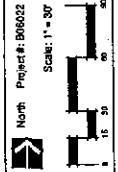
**Fitness Station**

**Seating Area**  
 Bench and Litter Receptacle

**8' Asphalt Walk/ Bicycle Path**  
 Seating Areas with Recycled Plastic  
 Benches and Litter Receptacles

**BDS**  
 Brusseau Design Group, I.L.C.  
 Landscape Architecture • Site Design • Horticulture • Planning & Design  
 401 S. 2nd St., Suite 207, Carol Stream, IL 60131  
 Tel: 630.583.2177 Fax: 630.583.2178

Project & Client Name  
**Carol Stream Park District**  
**Seplicka Homestead Park**  
 Carol Stream, Illinois



Task #	Description	Status
1	Site Plan	Complete
2	Site Plan	Complete
3	Site Plan	Complete
4	Site Plan	Complete
5	Site Plan	Complete
6	Site Plan	Complete
7	Site Plan	Complete
8	Site Plan	Complete
9	Site Plan	Complete
10	Site Plan	Complete
11	Site Plan	Complete
12	Site Plan	Complete

Sheet Title  
**Park Development Plan**  
 Sheet # **1**  
 Exp. 01/01/2017 Brusseau Design Group, LLC

**Exhibit B**  
**Legal Description**

The west 548.86 feet of the east 921.19 feet of the north 424.97 feet, as measured on the north and east lines thereof, excepting therefrom the north 33 feet, as measured normally distant to the north line thereof, of the northeast quarter of Section 26, Township 40 North, Range 9 East of the Third Principle Meridian, in DuPage County, Illinois.



VILLAGE TREASURER  
STATE OF ILLINOIS  
COUNTY OF DU PAGE

TREASURER FOR THE VILLAGE OF CAROL STREAM, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO OBLIGATIONS OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS, OR ANY DEFERRED INSTALLMENT THEREOF THAT HAVE NOT BEEN APPROPRIATED AGAINST ANY OF THE TRACT OF LAND INCLUDED IN THE ANNEXED PLAT.

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

VILLAGE TREASURER \_\_\_\_\_

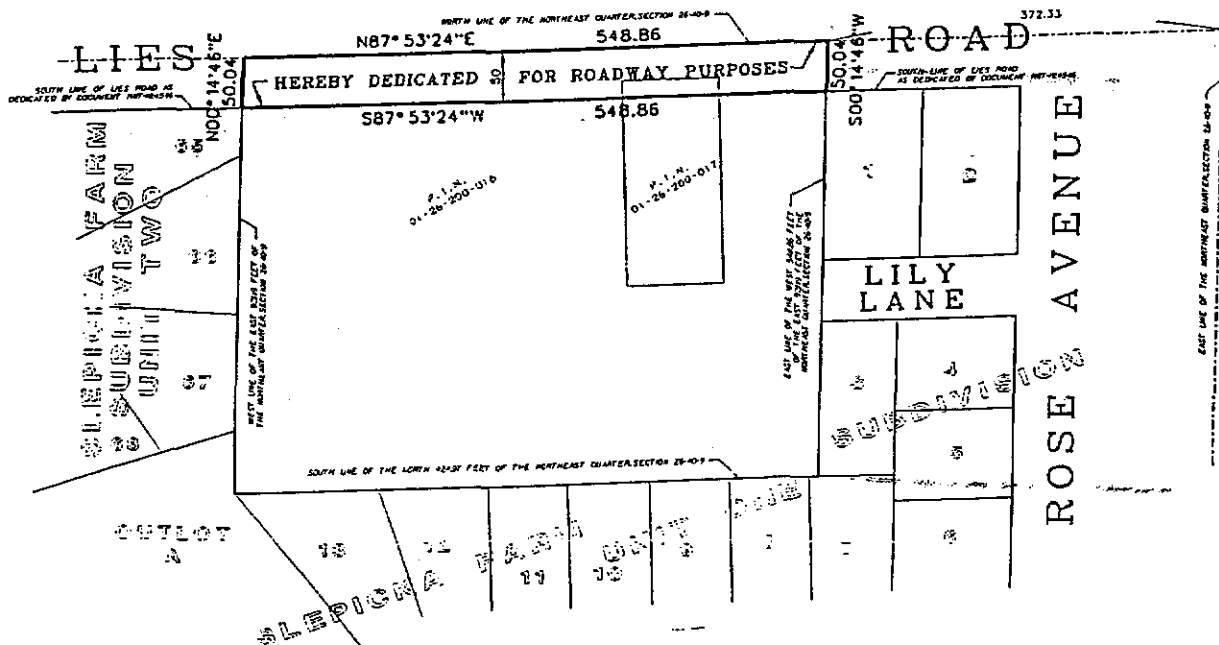
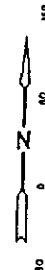
# PLAT OF DEDICATION

## TO THE VILLAGE OF CAROL STREAM, FOR ROADWAY PURPOSES

THE NORTH 50.00 FEET, AS MEASURED NORMALLY DISTANT TO THE NORTH LINE THEREOF, OF THE FOLLOWING DESCRIBED PROPERTY:  
THE WEST 548.86 FEET OF THE EAST 821.19 FEET OF THE NORTH 424.87 FEET, AS MEASURED ON THE NORTH AND EAST LINES THEREOF, OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS.

PART OF P.L.N.'S  
01-26-200-017  
01-26-200-018

AREA TO BE DEDICATED  
27,442 SQUARE FEET - 0.630 ACRES



**GRANTOR**

STATE OF ILLINOIS  
COUNTY OF DU PAGE

THIS IS TO CERTIFY THAT THE CAROL STREAM PARK DISTRICT IS THE OWNER OF THE PROPERTY DESCRIBED ABOVE AND AS SUCH OWNER HAS CAUSED THE SAME TO BE PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES THEREIN SET FORTH AND AS ALLOWED AND PROVIDED BY STATUTES, AND SAID OWNER DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE HEREIN.

DATED AT CAROL STREAM, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**NOTARY**

STATE OF ILLINOIS  
COUNTY OF \_\_\_\_\_

HEREBY CERTIFY THAT THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE ARE KNOWN TO ME AS SUCH OWNERS.

GIVEN UNDER MY HAND AND NOTORIAL SEAL, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

**SURVEYOR**

STATE OF ILLINOIS  
COUNTY OF DU PAGE

THIS IS TO CERTIFY THAT WEBSTER, McGRATH AND AHLBERG LTD. HAVE PLATTED THE PROPERTY DESCRIBED IN THE ABOVE CAPTION AS SHOWN BY THE ANNEXED PLAT, FOR THE PURPOSE OF DEDICATION, WHICH IS A CORRECT AND TRUE REPRESENTATION OF SAID DEDICATION, ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL AT WHEATON, ILLINOIS, THIS 24 DAY OF JANUARY A.D., 2007

BY: \_\_\_\_\_  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3274  
LICENSE EXPIRES NOVEMBER 30, 2008  
307 SOUTH MAPLEVIEW STREET  
WHEATON, ILLINOIS 60187  
630/668-7603

**RECORDER**

STATE OF ILLINOIS  
COUNTY OF DU PAGE

THIS INSTRUMENT NO. \_\_\_\_\_ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS AFORESAID, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_ AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.

RECORDER OF DEEDS \_\_\_\_\_

**GRANTEE**

STATE OF ILLINOIS  
COUNTY OF DU PAGE

THIS ROAD DEDICATION HAS BEEN APPROVED AND ACCEPTED BY THE VILLAGE OF CAROL STREAM, DU PAGE COUNTY, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

No.	Date	Description	By
		PLAT OF DEDICATION	
		CAROL STREAM PARK DISTRICT 391 LINDRIVE CAROL STREAM, ILLINOIS 60188 830-653-2311	
		28W671 AND 28W120 LIES ROAD CAROL STREAM, ILLINOIS	
JOB #	41478	DATE	1-23-07
SCALE	1" = 50'	DRAWN	MPK
DESIGN		FILE #	C-31022-DED
SHEET #	1 of 1		

WEBSTER, McGRATH & AHLBERG LTD.  
Consulting Engineers  
Land Surveying and Civil Engineering Since 1908  
307 South Mapleview St.  
Wheaton, Illinois 60187  
Design Firm, License No. 181-003101  
630-668-7603 FAX (630) 668-7608 EMAIL: WMA@WEBSTER.AHLBERG.COM

AGENDA ITEM

PROCLAMATION C-2 9-4-07

Designating September 2007  
National Alcohol & Drug Addiction Recovery Month

**WHEREAS**, approximately 22 million citizens of the United States have faced a substance abuse disorder in the past year; and

**WHEREAS**, alcohol and drug treatment has been proven effective in reducing reported job problems, including incomplete work and absenteeism by an average of 75%; and

**WHEREAS**, treatment is cost effective and research shows that without treatment, there is a monetary cost to society of approximately \$1,500 per person and in comparison, a monetary benefit to society of approximately \$11,500 for each person who undergoes addiction treatment; and

**WHEREAS**, it is important that we, as a community recognize the financial savings associated with treatment services and ensure that such services are readily available to those who need assistance; and

**WHEREAS**, cost and insurance present obstacles to those who need access to treatment facilities and want to reestablish their place in the community; and

**WHEREAS**, educating our community about how substance use disorders affect children, families, and all community members is essential to overcoming stigma and discrimination that addicts many times face; and

**WHEREAS**, to help achieve this goal, the U.S. Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, the White House Office of National Drug Control Policy, and **the Village of Carol Stream** invites all residents of **the community-at-large** to participate in ***National Alcohol & Drug Addiction Recovery Month***;

**NOW, THEREFORE, I, MAYOR FRANK SAVERINO SR.** by virtue of the authority vested in me by the laws of **Village of Carol Stream**, do hereby proclaim the month of September 2007 as ***National Alcohol and Drug Addiction Recovery Month*** throughout the Carol Stream community and call upon residents to observe this month with appropriate programs, activities, and ceremonies supporting this year's theme, ***Join the Voices for Recovery: 'Saving Lives, Saving Dollars'***.

DATED THIS 4<sup>TH</sup> DAY OF SEPTEMBER 2007.

---

Frank Saverino, Sr., Mayor

ATTEST:

---

Beth Melody, Village Clerk

## PROCLAMATION

C-3 9-4-07

DESIGNATING SEPTEMBER 2007 AS  
PROSTATE CANCER AWARENESS MONTH

**Whereas**, the health and well-being of the Illinois residents are of the utmost importance to the prosperity and livelihood of its families and communities; and

**Whereas**, more than 8,240 new cases of prostate cancer will be diagnosed in Illinois this year, accounting for the greatest number of new cancer diagnoses in our state, and an estimated 1,250 Illinois residents will succumb to the disease in 2007; and

**Whereas**, as many as 25% percent of prostate cancer cases occur in men under the age of sixty-five, and prostate cancer can have a morbid effect even on men younger than 40 years old; and

**Whereas**, Illinois's death rate for prostate cancer ranks 27<sup>th</sup> highest in the United States and for African-American prostate cancer deaths Illinois ranks 8<sup>th</sup>; and

**Whereas**, African-American men develop prostate cancer at a disproportionately high rate; and

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

**Whereas**, area hospitals like Central DuPage & Glen Oaks Hospitals and their associated outpatient clinics as well as the DuPage County Health Department will be sponsoring low-cost PSA screenings as a community health outreach for men at risk throughout September.

NOW THEREFORE BE IT PROCLAIMED that I, Frank Saverino Sr., Mayor of the Village of Carol Stream hereby proclaim September 2007 as **PROSTATE CANCER AWARENESS month in Carol Stream**, and call its significance to all Village residents.

DATED THIS 4<sup>TH</sup> DAY OF SEPTEMBER 2007.

---

Frank Saverino, Sr., Mayor

ATTEST:

---

Beth Melody, Village Clerk

AGENDA ITEM

C-4 9-4-07

PROCLAMATION

DECLARING SEPTEMBER 10 -14, 2007  
CHAMBER OF COMMERCE WEEK IN CAROL STREAM

WHEREAS, the Carol Stream Chamber of Commerce works with local business, owners, entrepreneurs and private industry to advance the civic, economic, industrial, professional and cultural life of the Village of Carol Stream; and

WHEREAS, Chambers of Commerce have contributed to the civic and economic life of Illinois for 169 years since the founding of the Galena Chamber of Commerce in 1838; and

WHEREAS, the State of Illinois is the home to international chambers of Commerce, the Great Lakes Region Office of the U. S. Chamber of Commerce, the Illinois State Chamber of Commerce and more the 350 local chambers of commerce, and

WHEREAS, the Carol Stream Chamber of Commerce and its members provide residents with a strong business environment that increases employment, the retail trade and commerce, and industrial growth in order to make the Village of Carol Stream a better place to live; and

WHEREAS, the Carol Stream Chamber of Commerce, under the leadership of its dedicated Executive Director Luanne Triolo encourages the growth of existing industries, services, and commercial firms and encourages new firms and individuals to locate in the Village of Carol Stream; and

WHEREAS, the local Chamber encourages Carol Stream residents to shop local businesses whenever they can and to visit their membership directory on the Chamber's home page at [www.carolstreamchamber.com](http://www.carolstreamchamber.com) to survey the companies and firms ready to provide needed goods and services for your family, local or home business.

NOW THEREFORE BE IT PROCLAIMED that, I, Frank Saverino Sr., Mayor of the Village of Carol Stream hereby declare September 10 - 14, 2007 as **CHAMBER OF COMMERCE WEEK in Carol Stream**, and call its significance to all Village residents.

DATED THIS 4<sup>TH</sup> DAY OF SEPTEMBER 2007.

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

ATTEST:

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

AGENDA ITEM

PROCLAMATION

C-5 9-4-07

DESIGNATING SEPTEMBER 2007 AS  
DISASTER PREPAREDNESS MONTH

**WHEREAS**, one of the most profound duties of government is ensuring the safety and security of its citizens from emergencies and disasters of all kinds, including terrorism; and

**WHEREAS**, recent emergencies affecting Carol Stream residents include the March microburst that damaged the Covered Bridges apartment complex, home and apartment fires, the severe thunderstorm event of August 23<sup>rd</sup> that resulted in localized street flooding and disruption of electrical power; and

**WHEREAS**, National Preparedness Month is a nationwide coordinated effort sponsored by the U.S. Department of Homeland Security each September to encourage Americans to take simple steps to prepare for emergencies in their homes, businesses and schools; and

**WHEREAS**, the goal of National Preparedness Month is to increase public awareness about the importance of preparing for emergencies including natural disasters and potential terrorist attacks and to encourage individuals to take action to prepare themselves and their families; and

**WHEREAS**, all Carol Stream residents have a responsibility to contribute to their own safety and security as part of a larger effort to strengthen the ability of the Village to prevent, respond to and recover from unexpected emergencies and disasters as part of a broader campaign of national preparedness; and

**WHEREAS**, this month provides Carol Stream residents with a variety of opportunities to learn more about emergency preparedness such as the importance of putting together a disaster kit, developing a family emergency plan, educating yourself about the different types of emergencies that could occur and their appropriate responses; and

**WHEREAS**, throughout the remainder of the year, the Department of Homeland Security promotes individual emergency preparedness through the *Ready Campaign* at [www.ready.gov](http://www.ready.gov) designed to educate and empower Americans to prepare for and respond to emergencies, including natural disasters and potential terrorist attacks; and

**WHEREAS**, the combined activities of local, state and federal agencies working in partnership with an informed and ready private sector and citizenry can translate the fear of unexpected emergencies and disasters into proactive preparedness that improves the lives, safety and security of all Carol Stream residents.

**NOW THEREFORE BE IT PROCLAIMED THAT**, I, Frank Saverino Sr., Mayor of the Village of Carol Stream hereby proclaim September 2007 as **NATIONAL PREPAREDNESS MONTH in Carol Stream**, and call upon all Village residents to take seriously their critical role as partners in emergency preparedness.

SIGNED THIS 4<sup>TH</sup> DAY OF SEPTEMBER 2007.

---

Frank Saverino, Sr., Mayor

ATTEST:

---

Beth Melody, Village Clerk

Village of Carol Stream E1a-9-4-07  
Interdepartmental Memo

**TO:** Joseph E. Breinig, Village Manager  
**FROM:** John Svalenka, Village Planner *JS*  
**THROUGH:** Robert J. Glees, Community Development Director *RJG*  
**DATE:** August 28, 2007  
**RE:** **Agenda Item for the Village Board meeting of September 4, 2007**  
**PC/ZBA Case 07198, Invensys Controls, 191 E. North Avenue**  
**Special Use Permit – Outdoor Activities and Operations**

Ron Zingler, representing Invensys Controls, has submitted an application requesting approval of a Special Use Permit for outdoor activities and operations in accordance with §16-10-2 (B)(14) of the Carol Stream Zoning Code to allow installation of an outdoor liquid nitrogen tank at 191 E. North Avenue. The site includes a two-story office building along North Avenue and a high-rise industrial building in the rear of the site. The outdoor tank is proposed along the west side of the industrial building, at a location approximately 790 feet away from the nearest North Avenue right-of-way line. The liquid nitrogen would be used to lower temperatures within a testing chamber located inside the building adjacent to the tank.

The staff report presenting the requested Special Use Permit, with supporting documentation, was transmitted to the Village Board with the Plan Commission/Zoning Board of Appeals (PC/ZBA) packet on August 24, 2007. At their August 27, 2007, meeting, the PC/ZBA recommended approval of the Special Use Permit, by a vote of 6-0, with the conditions listed in the staff report, and with the condition that three evergreen trees be installed along the west property line to provide additional screening of the view of the tanks from Gary Avenue.

If the Village Board concurs with the Plan Commission/Zoning Board of Appeals recommendation, they should approve the requested Special Use Permit and adopt the necessary Ordinance.

JDS:js  
c: Ron Zingler, via fax, (630) 260-1805

ORDINANCE NO. 4-1 9-4-07

**AN ORDINANCE AUTHORIZING THE EXECUTION  
OF AN ANNEXATION AGREEMENT  
(SLEPICKA PARK)**

WHEREAS, the Carol Stream Park District is the record owner of property located on the south side of Lies Road, immediately opposite Spring Valley Drive, commonly known as 28W071 Lies Road, in unincorporated DuPage County, Illinois, such property being legally described in the Annexation Agreement, has petitioned the Village of Carol Stream to annex that property to the Village; 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 5.35-acre site located on the south side of Lies Road, immediately opposite Spring Valley Drive, commonly known as 28W071 Lies 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 September 2007.

AYES:

NAYS:

ABSENT:



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

ATTEST:

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

**ANNEXATION AGREEMENT  
BETWEEN  
THE VILLAGE OF CAROL STREAM,  
DUPAGE COUNTY, ILLINOIS,  
and  
THE CAROL STREAM PARK DISTRICT**

THIS AGREEMENT (“Annexation Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by the Carol Stream Park District (“Park District”) and the Village of Carol Stream (“Village”).

WHEREAS, the Park District owns certain property which is located contiguous to the Village and intends to improve said property as a public park to be owned and operated by it;

WHEREAS, the parties contemplate that this Agreement shall set forth the terms and conditions of annexation of such property to the Village solely for the purpose of improvement with a public park for the purposes for which a public park may be owned, improved and operated by an Illinois Park District under the Illinois Park District Code, and that any other use for such property shall require written amendment of this Agreement;

WHEREAS, such property is currently owned by the Park District (“Owner”)

1. DEFINITIONS.

The term “Corporate Authorities” shall refer to the Village Board of the Village of Carol Stream, Illinois.

The term “Park” or “Public Park” shall refer to a public park to be owned and operated by the Carol Stream Park District for the purposes for which a public park may be owned, improved and operated by an Illinois Park District under the Illinois Park District Code primarily (but not exclusively) for the benefit of the residents of Carol Stream, Illinois.

The term “Developer” shall refer to the Park District.

The term “Plan” shall refer to the development plan for the Subject Property as a Public Park attached hereto as Exhibit “A”

The term “Subject Property” shall refer to the real property legally described on the attached Exhibit “B.”

The Recitals shall be incorporated as though fully set forth.

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. Developer 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 4 below, the Village will annex the Subject Property.

4. PURPOSE OF ANNEXATION. Subsequent to annexation, the Park District intends to improve the Subject Property with a Public Park. The Park District and the Village agree that this Agreement shall be amended in writing by both parties if the Subject Property is to be developed for any purpose other than a Public Park. In the event of a conflict between any other provision of this Agreement and the terms of this Paragraph 4, the terms of this Paragraph 4 shall control.

5. ZONING, DEVELOPMENT AND CURRENT USE OF THE PROPERTY. The Village will zone the property R-1, contemporaneous with the approval of this Annexation Agreement. The use of the property is limited to those park purposes in accordance with the design shown upon the Plan, which is attached to and made a part of

this Agreement as Exhibit "A." The Staff of the Village will review and be required to approve the final site and architectural design of the Public Park and such approval shall be forthcoming in the event that the final plan is substantially in accordance with Exhibit "A." The Staff may also approve what it believes to be minor changes to Exhibit "A" particularly if they are brought about by engineering or site considerations. In the event that the Park District should wish to make major changes to the plan now or for the term of the Agreement, it shall be required to seek an amendment to this Annexation Agreement.

6. LAND CONTRIBUTION FOR PARK. Provided the Subject Property is improved with a Public Park, per Exhibit "A", the Village agrees to waive any requirement for land contribution for parks or other purposes.

7. REQUIRED DEDICATIONS. The Park District agrees it shall dedicate the portion of the Lies Road right-of-way in front of the Subject Property by Plat of Dedication to the Village of Carol Stream for Roadway Purposes, a copy of which is attached hereto and incorporated herein as Exhibit "C".

8. ANNEXATION FEES TO VILLAGE. The Village agrees to waive its customary annexation fees, land and cash donations and contributions provided the Subject Property is utilized for the construction and development of a Public Park as designed per Exhibit "A". The specific fees to be waived are:

- a. Application Fee: \$400.00
- b. Annexation Fee: \$2,960.40
- c. Fire Protection District Fee: \$2,960.00

9. PLAN AND ENGINEERING APPROVAL. When the Park District has completed a final plan and all required engineering data, the Park District shall submit such plan to the Village Engineer for review and approval.

- a. The Park District agrees to evaluate existing trees and remove all underbrush, volunteer growth trees, undesirable species, evergreen trees, and poor quality trees within the proposed right-of-way. Desirable trees, such as large healthy oak trees may remain in the right-of-way.
- b. The Park District agrees to plant appropriate trees in the parkway at a spacing requirement of approximately 60 feet on center, subject to the approval of the Village Engineer.

10. SEWER AND WATER FEES OR CHARGES. Provided the Subject Property is improved with a Public Park, per Exhibit "A", the Village agrees to waive sewer and water connection fees

11. SECURITY. To secure its public improvement obligations to the Village under this agreement, the Park District shall provide an irrevocable letter of credit in a form approved by the Village Attorney.

12. INSTALLATION AND ACCEPTANCE OF ROAD AND SIDEWALK IMPROVEMENTS. All public road and sidewalk improvements which Developer is required by the Village to install, if any, are shown on the Plan ("Required Improvements").

13. OTHER DONATIONS. Developer 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.

14. APPLICABILITY OF CHANGES IN CODES AND ORDINANCES. It is recognized between the parties that, subject to the conditions imposed within this paragraph, the Village may enact changes, amendments, regulations and directives in its ordinances (hereinafter referred to as "Amendments"). Developer and the Village agree that during the term of this Agreement any Amendments except those relating to fees which are treated otherwise in this Agreement, adopted by the Village shall not prohibit Developer from completing construction upon and utilizing the Subject Property for its

intended purpose as a Public Park. In addition, unless required by the regulations of a superior governmental authority, any such amendments shall be applicable and effective with respect to the Subject Property only after a grace period of six (6) months from the date of their adoption. The Developer shall have the right to complete any structures under construction during the grace period in accordance with previously applicable codes and ordinances. Any construction commenced more than six (6) months after an Amendment has taken place shall be built in accordance with the terms of the then-current law without regard to when the building permit for the structure was issued.

(a) No amendments to the Zoning Code whatsoever which would not allow the basic design of the Plan to be implemented, or would substantially increase the cost for improvements required by such Code, shall be applicable to the Subject Property during the term of this Agreement, except to the extent that Developer consents in writing to such application. The Village warrants that the Developer's intended use of the Subject Property as a public park is a permitted use within an R-1 zoning district.

(b) Upon the request of the Developer, Village may waive certain construction technique requirements whether in Codes or Amendments if Developer can demonstrate to the satisfaction of the Village that advanced construction techniques enable Developer to perform certain aspects of construction in a more expeditious and efficient manner, without adversely affecting the quality of workmanship of the construction. The decisions of the Village regarding this matter shall be final.

15. FEES. Provided the Subject Property is developed as a Public Park, the Village agrees to waive permit fees, building inspection fees, plan review fees, license fees, and similar fees applicable to the Subject Property or imposed by the Village upon the Developer, operators or occupants of, or contractors, subcontractors, material men or others performing work or supplying materials in connections with jobs in any part of the Subject Property. Notwithstanding the foregoing, Developer acknowledges the Village may charge the Developer for what the Village determines to be excessive requests to the Village for inspections and reviews. In addition, Developer acknowledges it shall

reimburse the Village for the Village's reasonable out-of-pocket costs such as attorneys' fees and consultant costs.

16. UNDERGROUND UTILITIES. All new electric and telephone utility lines within and serving the Subject Property exclusively shall be installed underground, unless technological conditions preclude such installation. Notwithstanding the foregoing, temporary overhead facilities to serve the Subject Property may be used during construction. Developer shall use its best efforts to require such facilities to be removed prior to issuance of occupancy permit in an affected unit.

17. STORM WATER RETENTION. Unless required by the regulations of a superior governmental authority, the Village, once the final engineering plans have been approved shall not require any increase in storm water retention or detention as is called for on that plan.

18. ACQUISITION OF EASEMENTS. Purposely Deleted.

19. DEDICATIONS AND DONATIONS. Unless required to be made within a shorter time within this Agreement, all dedications and donations to be made by the Developer shall take place before the expiration of three months from the date of this Agreement. By motion and without amending this Agreement, the Village may extend the time within which dedications and donations shall be made.

20. ANNEXATION TO FIRE PROTECTION AND PARK DISTRICTS. If the Subject Property is not annexed to any fire protection district or park district, the Developer shall promptly, upon the annexation of the Subject Property to the Village, petition for annexation to the Carol Stream Park District and the Carol Stream Fire Protection District. If the Subject Property is then part of a park district or fire protection district other than the Carol Stream Park District or the Carol Stream Fire Protection District, the Developer shall, at the written request of the Village, actively endeavor to

disconnect from such district and annex to the Carol Stream Park District and the Carol Stream Fire Protection District.

21. TRAFFIC ENFORCEMENT AGREEMENT. The Developer shall, at the request of the Village enter into an agreement for the enforcement of Village traffic ordinances and other ordinances on the Subject Property in areas already dedicated but not accepted and, if any, in parking lot and private road areas.

22. SNOWPLOWING OF STREETS PRIOR TO ACCEPTANCE. Purposely Deleted.

23. STOP ORDERS. The Village will issue no stop orders directing work stoppage on buildings or parts of the Subject Property without setting forth the Section of the Code allegedly violated by Developer, and the Developer may forthwith proceed to correct such violations as may exist; provided, however, that the Village shall give notice in advance to the Developer of its intention to issue stop orders at least twenty-four (24) hours in advance of the actual issuance of such stop orders, except in the event a health, life or safety emergency is deemed to exist by the Village. In the event that a violation of the storm water management ordinance has occurred, stop work orders shall be issued and complied with immediately.

24. CERTIFICATES OF OCCUPANCY. The Village agrees to issue certificates of occupancy within a reasonable time after application, or issue a letter of denial within said period of time informing the Developer specifically as to which corrections are necessary as a condition to the issuance of a certificate of occupancy and quoting the Section of the Code relied upon by the Village in its request for correction.

25. PERMITS. The Village agrees to issue within a reasonable time after initial submission and review of building construction plans all necessary building and other permits for the construction of any and all improvements on the Subject Property, or issue a letter of denial within said period of time informing the Developer as to wherein



the application does not conform to the stated Section of the Code. Except as otherwise provided in the Agreement, the Village agrees that matters not directly involving the unit for which a building or other permit is sought shall not be a basis for denying such permit. Prior to approval of the Plan or any final plat of subdivision for any portion of the Property, and upon application at any time by Developer, or by its duly authorized representatives, the Village shall allow mass grading, cutting, filling and soil stockpiling in and upon the Subject Property and site preparation of the various portions of the Subject Property; provided <sup>(i)</sup> that the same shall be undertaken at the risk of Developer and without injury to the property of surrounding property owners, <sup>(ii)</sup> that the appropriate form of security in the form required under Paragraph 11, above, is presented to the Village prior to the issuance of said permits, and <sup>(iii)</sup> that Developer submit and the Village approve engineering plans for all such work, including plans for erosion and dust control.

The Park District acknowledges that a separate permit process shall be required for approval of park signage.

26. DONATIONS GENERALLY. The parties agree that if the Subject Property is developed as a Public Park that no donations shall be required from the Village. If the Subject Property is otherwise developed, the issue of donations shall be addressed in an amendment to this Annexation Agreement.

27. WARRANTY. The Corporate Authorities of the Village 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 upon satisfaction of the sale contingency set forth herein. The Corporate Authorities further acknowledge that Developer has advised them that it intends to improve the Subject Property with a public park, and that as of the date of this Agreement, the Corporate Authorities have no objection to the intended use of the Subject Property as a Public Park, although Developer acknowledges such special use approval is not currently being granted, and the Developer's use of the Subject Property as a Public Park is subject to further approval of the Corporate Authorities. Developer

warrants that the execution of this Agreement has been duly and validly authorized, and that the obligation imposed upon Developer herein shall be valid and binding obligations of the Developer. Developer further warrants and agrees to reimburse the Village for the reasonable expenses incurred by the Village as of the date of this Agreement for the services of attorneys, engineers and consultants in connection with the negotiations, review, execution and administration of the Agreement.

The Developer shall also be required to reimburse the Village for such fees and expenses as may be incurred by the Village as a result of any amendment to this Agreement undertaken at Developer's request.

28. 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 Developer, 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. It is agreed that, to the extent permitted by law, in the event the annexation of the Subject Property or this Agreement or zoning of any part of the property is challenged in any court proceeding which shall reasonably delay the development of the Subject Property, the period of time during which such litigation is pending shall not be included in calculating the said twenty (20) year term. It is expressly understood and agreed that Developer may sell or convey all or any part of the Subject Property for the purposes of development, and upon each sale or conveyance, the purchaser shall be bound by the obligations and entitled to the benefits of this Agreement with respect to the part of the Subject Property sold or conveyed. Any purchaser must return to the Village and negotiate an amendment to this agreement.

The Village and Developer agree that to the extent permitted by law, the time for performance of any obligation herein contained may be extended by the mutual agreement of the parties without the necessity of amending this Annexation Agreement. The Village and Developer shall be excused from any obligations under this Agreement to the extent to which either is prohibited from fulfilling such obligation, or required to take an action inconsistent with a provision of this Agreement because of a lawful order or other action by a superior governmental authority. The Village and the Developer

shall give notice to the other if either receives notice or has knowledge of the taking or proposed taking of such action by a superior governmental authority. Upon the request of the other party, either party may agree to contest such order or other action by judicial or other proceedings, provided the other party equitably participated in the reasonable expenses of such interest.

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 Developer, 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 Developer 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 Developer shall file a petition or take any other action seeking the disconnection of any portion of the Subject Property from the Village.

29. CONSTRUCTION BY VILLAGE. Purposely Deleted.

30. TAX DIVISION. Purposely Deleted.

31. 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.

32. 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.

33. 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 the Carol Stream Park District, Attn: Arnie Biondo at the Park District's main office, with a copy to John Justin Wyeth, Esq.,

FOR THE VILLAGE OF CAROL STREAM

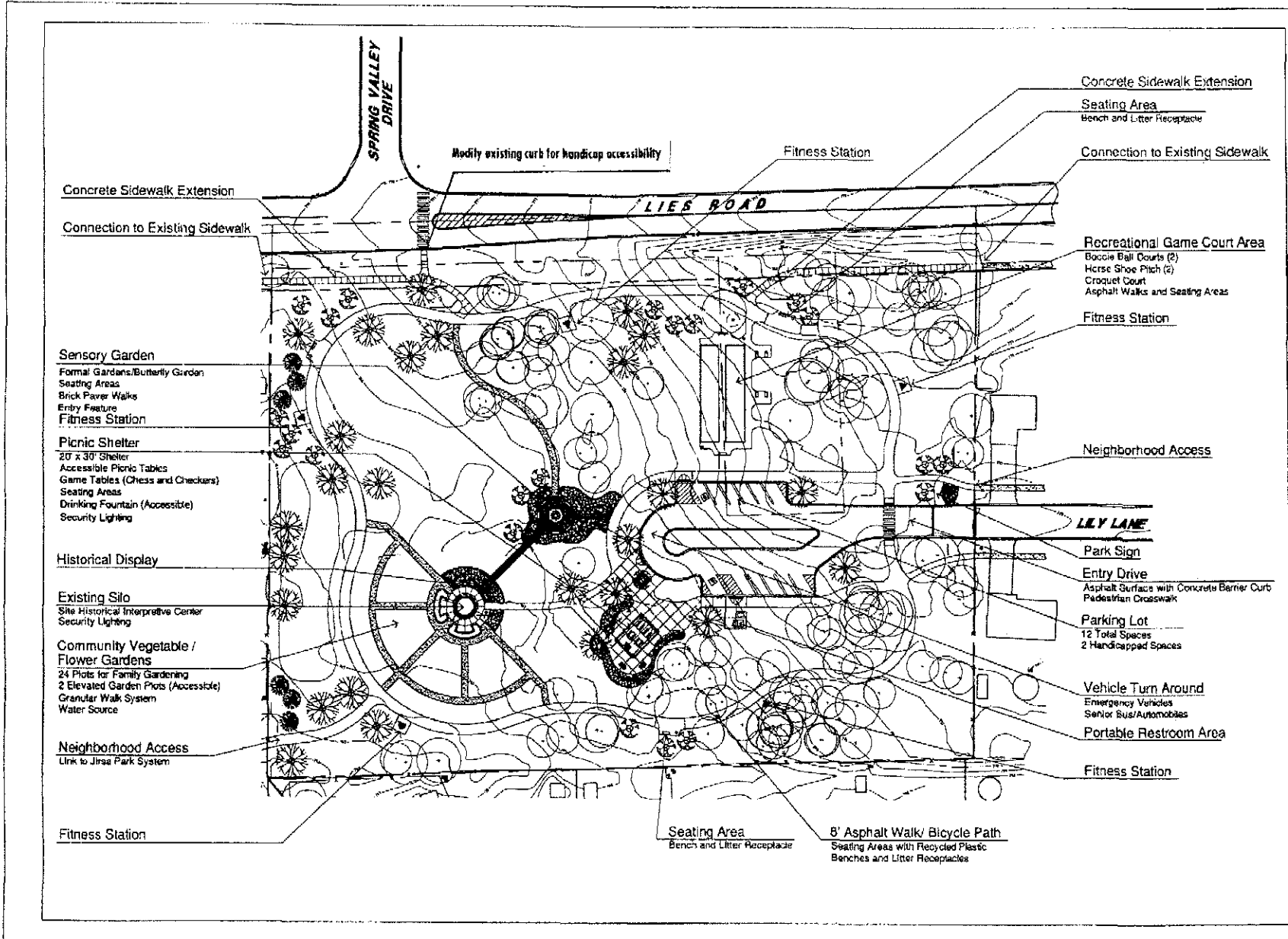
\_\_\_\_\_  
By the Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

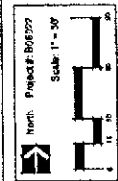
CAROL STREAM PARK DISTRICT

By: \_\_\_\_\_  
Its President



**HDC**  
 Brusseau Design Group, LLC  
 Landscape Architects - since 1978 - "National Planning Leader"  
 3631 North 1st Street, Suite 100  
 Chicago, Illinois 60647  
 Tel: 773.344.4444

Project & Client Name  
**Carol Stream Park District**  
 Sappika Homestead Park  
 Carol Stream, Illinois



DATE	BY	DESCRIPTION
11/19/06	CH/MS	Client Review
12/12/06	CH/MS	Client Review
1/10/07	CH/MS	Client Review
1/23/07	CH/MS	Client Review
1/23/07	CH/MS	Client Review
1/23/07	CH/MS	Client Review

Sheet Title  
**Park Development Plan**

Sheet #  
**1**

Design: Bruce Brusseau, Bruce Brusseau Design Group, LLC

Exhibit B  
Legal Description

The west 548.86 feet of the east 921.19 feet of the north 424.97 feet, as measured on the north and east lines thereof, excepting therefrom the north 33 feet, as measured normally distant to the north line thereof, of the northeast quarter of Section 26, Township 40 North, Range 9 East of the Third Principle Meridian, in DuPage County, Illinois.

VILLAGE TREASURER  
STATE OF ILLINOIS  
COUNTY OF DUPEGE

I, \_\_\_\_\_ TREASURER FOR THE VILLAGE OF CAROL STREAM, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR DEFERRED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENT THEREOF THAT HAVE NOT BEEN APPLIED AGAINST ANY OF THE TRACTS OF LAND INCLUDED IN THE ABOVE PLAT.

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

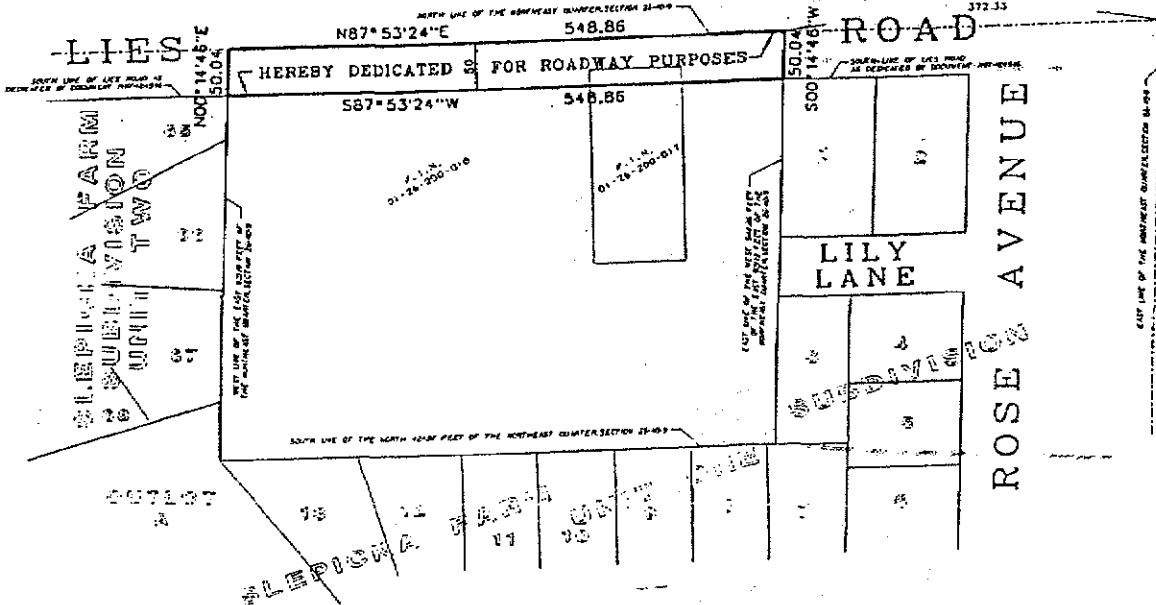
VILLAGE TREASURER \_\_\_\_\_

# PLAT OF DEDICATION TO THE VILLAGE OF CAROL STREAM, FOR ROADWAY PURPOSES

THE NORTH 50.00 FEET, AS MEASURED NORMALLY DISTANT TO THE NORTH LINE THEREOF, OF THE FOLLOWING DESCRIBED PROPERTY:  
THE WEST 548.86 FEET OF THE EAST 821.78 FEET OF THE NORTH 424.97 FEET, AS MEASURED ON THE NORTH AND EAST LINES THEREOF, OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPEGE COUNTY, ILLINOIS.

PART OF P.L.N.'S  
01-26-200-017  
01-26-200-018

AREA TO BE DEDICATED  
27,142 SQUARE FEET - 6.230 ACRES



**GRANTOR**

STATE OF ILLINOIS  
COUNTY OF DUPEGE

THIS IS TO CERTIFY THAT THE CAROL STREAM PARK DISTRICT IS THE OWNER OF THE PROPERTY DESCRIBED ABOVE AND AS SUCH OWNER HAS CAUSED THE SAME TO BE PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES THEREIN SET FORTH AND AS ALTERED AND PROVIDED BY STATUTES, AND SAID OWNER DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND FILE ADDRESS AS:

DATED AT CAROL STREAM, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

**NOTARY**

STATE OF ILLINOIS  
COUNTY OF DUPEGE

I HEREBY CERTIFY THAT THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE ARE KNOWN TO ME AS SUCH OWNERS.

GIVEN UNDER MY HAND AND NOTORIAL SEAL, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

**SURVEYOR**

STATE OF ILLINOIS  
COUNTY OF DUPEGE

THIS IS TO CERTIFY THAT WEBSTER, McGRATH AND AHLBERG LTD. HAVE PLATTED THE PROPERTY DESCRIBED IN THE ABOVE CERTIFICATE AS SHOWN BY THE ADJUTED PLAT FOR THE PURPOSE OF DEDICATION WHICH IS A CORRECT AND TRUE REPRESENTATION OF SAID DEDICATION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL, AT WHEATON, ILLINOIS, THIS 28th DAY OF January A.D. 2007

BY: \_\_\_\_\_

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3214  
LICENSE EXPIRES NOVEMBER 30, 2008  
307 SOUTH WASHINGTON STREET  
WHEATON, ILLINOIS 60097  
(630)468-7503

**RECORDER**

STATE OF ILLINOIS  
COUNTY OF DUPEGE

THIS INSTRUMENT NO. \_\_\_\_\_ WAS FILED FOR RECORD

IN THE RECORDER'S OFFICE OF DUPEGE COUNTY, ILLINOIS, AT \_\_\_\_\_

ON \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_ AT \_\_\_\_\_

O'CLOCK \_\_\_\_\_ A.M.

RECORDER BY: \_\_\_\_\_

**GRANTEE**

STATE OF ILLINOIS  
COUNTY OF DUPEGE

THIS ROAD DEDICATION HAS BEEN APPROVED AND ACCEPTED BY THE

VILLAGE OF CAROL STREAM, DUPEGE COUNTY, ILLINOIS, THIS \_\_\_\_\_ DAY

OF \_\_\_\_\_ A.D. 20\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

No.	Date	Description	By
<b>PLAT OF DEDICATION</b>			
		CAROL STREAM PARK DISTRICT 181 ALHEDRIVE CAROL STREAM, ILLINOIS, 630-448-2311	
		287071 MO 287200 LIES ROAD CAROL STREAM, ILLINOIS	
<b>WEBSTER, McGRATH &amp; AHLBERG LTD.</b> Consulting Engineers Land Surveying and Civil Engineering Since 1908 307 South Washington St. Wheaton, Illinois 60097 Phone: 630-468-7503 Fax: 630-468-7502 Website: www.liesroad.com			
JOB #	41178	DATE	1-23-07
SCALE	1" = 80'		
SURV	GLA	DRAWN BY	DESIGN
FILE #	C-13672-002	SHEET #	1 of 1

AGENDA ITEM  
4-2 9-4-07

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

**AN ORDINANCE ANNEXING CERTAIN PROPERTY TO THE  
VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS  
(SLEPICKA PARK)**

WHEREAS, the Carol Stream Park District is the record owner of property located on the south side of Lies Road, immediately opposite Spring Valley Drive, commonly known as 28W071 Lies 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, the Park District 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 \_\_\_\_\_, 2007. 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 4<sup>TH</sup> DAY OF SEPTEMBER 2007.

AYES:

NAYS:

ABSENT:

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

ATTEST:

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



AGENDA ITEM  
H-3 9-4-07

**ORDINANCE NO.**

**AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT FOR THE REGULATION OF PARKING OF MOTOR VEHICLES AND TRAFFIC (FOUNTAINS AT TOWN CENTER CONDOMINIUMS)**

WHEREAS, Chapter 95 1/2, Section 11-209 and 11-209.1 of the Illinois Statutes authorize a municipality to enter into an agreement with the owners of private property whereby the owner of that property may agree to have some or all of the traffic ordinances of the municipality be applicable upon such private property; and

WHEREAS, the owners of such private property have requested that the Village enter into an agreement to provide such services on the private property; and

WHEREAS, the Village and the owner of the private property have agreed to mutually acceptable terms.

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 on behalf of the Village of Carol Stream an agreement for the regulation of parking of motor vehicles and traffic at the property commonly known as:

**FOUNTAINS AT TOWN CENTER CONDOMINIUMS**

A true and correct copy of that agreement is appended to and made a part of this ordinance.

SECTION 2: This ordinance, including an executed copy of the agreement between the parties shall be recorded in the office of the Recorder of Deeds of DuPage County.

SECTION 3: 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 4<sup>TH</sup> DAY OF SEPTEMBER 2007

AYES:

NAYS:

ABSENT:

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

ATTEST:

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

**AGREEMENT FOR REGULATION OF PARKING OF MOTOR VEHICLES  
AND TRAFFIC AT THE (SHOPPING CENTER)  
(RESIDENTIAL DEVELOPMENT) IN THE VILLAGE OF CAROL STREAM**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the VILLAGE OF CAROL STREAM, a municipal corporation of the State of Illinois (hereinafter called the "Village") and ~~not for profit corporation~~ Fountains at Town Center, an Illinois ~~(corporation)~~ (resident) (hereinafter called "Owner").

**WITNESSETH:**

WHEREAS, Fountains at Town Center Condominium <sup>Association</sup> is the owner of a residential private road (shopping center) (residential development) which controls a parking area located within the limits of the Village, and which is legally described in Appendix A attached to this agreement; and

WHEREAS, Fountains at Town Center Condominium <sup>Association</sup> desires to enter into an agreement with the Village in order to empower the Village to regulate the parking of motor vehicles and the traffic at such parking area, pursuant to the provisions of Chapter 625 ILCS 5 Sections (11-209) & (11-209.1), Illinois Compiled Statutes; and

WHEREAS, the Village Board of the Village of Carol Stream and the Board of Directors of Fountains at Town Center Condominium Association have authorized the ratification of the terms, provisions and conditions of the Agreement:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Village hereby agrees to establish and enforce the following regulations within the (shopping center) (residential development): {the following provisions are only examples}.

a. The maximum speed limit for any vehicle shall be twenty (20) miles per hour.

b. Stop signs within the jurisdiction of Carol Stream shall be posted at all exits and the driver of a vehicle emerging from the (shopping center) (residential development) shall stop such vehicle immediately prior to driving onto a sidewalk or street, and shall yield the right-of-way to any pedestrian as may be necessary to avoid collision, and upon entering the street or roadway shall yield the right-of-way to all vehicles approaching on said street or roadway;

c. The stopping, standing or parking of any motor vehicle on the roadway or driveway which lies directly in front of the (buildings) (stores) located within the (shopping center) (residential development) shall be prohibited, except that the Owner shall have the right to establish a loading zone not to exceed 40 feet (\_\_\_\_) feet and to be located directly in front of the entrance to the (store) (buildings). If

the Owner desires to establish such a loading zone, he shall obtain, erect, and maintain at his own expense, suitable signs for this purpose;

d. The prohibition of parking by vehicles not driven by, or used by, handicapped persons, in parking spaces designated only for use by the handicapped;

e. The standing or parking of any motor vehicle within the (shopping center) (residential development) during the hours of 12 a.m. to 12 p.m. shall be prohibited, except that any motor vehicle having a decal or sticker issued by the Owner shall not be subject to this restriction;

f. The removal and storage of any vehicle parked within the (shopping center) (residential development) which is left unattended for a period of two days of which is left unattended anywhere within the area covered by this agreement in such a manner as to constitute an obstruction to traffic or where stopping, standing or parking is prohibited. The Village shall have such vehicle removed and impounded where it shall remain until a charge is made for the removal and storage in accordance with ordinance provisions. In the event that the municipality is unable to recover the cost for storing such vehicle, that amount shall be payable by the Owner.

2. The Owner does hereby agree to erect signs consistent with the manual on Uniform Traffic Control Devices for Streets and Highways relating to the aforesaid regulations at the appropriate places within the (shopping center) (residential development).

3. The Owner does hereby agree to bear the costs and expenses of obtaining, erecting (consistent with the Manual on Uniform Traffic Control Devices for Streets and Highways) and maintaining any and all signs necessary to the enforcement of the aforesaid regulations.

4. The Owner further agrees to make available at its own expense, a distinctive decal or sticker for the use of its (employees and other authorized personnel) (residents and their guests), such decal or sticker to be placed on the drivers side rear window of the automobile of said persons for identification purposes.

5. The Village hereby agrees to regulate the parking of automobiles and the traffic at the said (shopping center) (residential development) to enforce the aforesaid regulations.

6. Where any owner or user of a vehicle shall use or permit the use of a vehicle in a manner contrary to the regulations contained within this agreement the Village will enforce its ordinances and those State Traffic Code provisions listed in Appendix "B" against such person as if the action had taken place on a public highway.

7. It is mutually agreed that this agreement shall cover a period of one (1) year from the date hereof and shall be self renewing for periods of one (1) year each thereafter, not to exceed a period of 20 years, unless (a) the Village of Carol Stream accepts the dedication of public streets in the development or (b) until canceled by not less than thirty (30) days written notice by either party to the other of its intention to

cancel same, in which case, the agreement shall terminate on the first day of January in the year next following the filing of the cancellation notice.

8. Whenever notice to the Village is required, it shall be addressed to:

Village Clerk Beth Melody  
Village of Carol Stream  
500 North Gary Avenue  
Carol Stream, IL 60188

When notice to the Owner is required, it shall be addressed to:

Fountains at Town Center Condominium Association  
c/o Property Specialists  
5999 South New Wilke # 108  
Rolling Meadows, IL 60008

9. The Owner hereby agrees to *release and hold harmless and defend* (including the payment of all costs and attorneys fees) the Village, its officers and agents, in connection with any and all action or claims for any loss, damage, personal injury or death occurring as a consequence of the performance of this agreement and shall procure insurance to protect, hold harmless and indemnify the Village pursuant thereto. Such insurance shall be in the minimum amount of one million dollars, and shall be in such form and with such company as shall be approved by the corporate authorities. Neither the amount of the insurance, nor a failure of the insurance company to pay, shall limit the obligation of the owner to hold harmless and defend.

10. In consideration for the performance by the Village of the police services herein specified upon the private property of the Owner, the municipality shall be paid the sum of \$ 0.00 per month. It is understood between the parties that such compensation is for the extra police services to be performed under this contract and not as a payment for normal police protection. The municipality shall, in the exercise of its' sole discretion, determine when the press of regular police business shall preclude the furnishing of extra police services under this agreement.

11. The sole remedy available to the Owner, upon any breach of this agreement by the municipality, shall be the cancellation of the agreement under its terms. It is of the essence of this agreement, that the municipality shall not be liable in money damages for any breach of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument by their daily-authorized officers the day and year first above written.

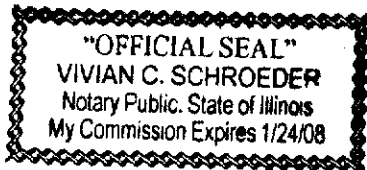
Fountains at Town Center  
Condominium Association  
an Illinois (business) ~~(corporation)~~  
(not for profit  
corporation)

By: *M.K. Simon*  
President /Owner

ATTEST:

*Vivian C. Schroeder*  
Secretary /Notary *8.23.07*

[SEAL]



VILLAGE OF CAROL STREAM  
A MUNICIPAL CORPORATION  
OF THE STATE OF ILLINOIS

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

[SEAL]



ALBANA TOWN  
H-4 9-4-07

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

**AN ORDINANCE GRANTING A SPECIAL USE FOR  
OUTDOOR ACTIVITIES AND OPERATIONS  
(191 E. NORTH AVENUE)**

WHEREAS, Ron Zingler of Invensys Controls, has requested a Special Use in Accordance with Section 16-10-2(B)(14) of the Carol Stream Zoning Code to allow the installation of an outdoor liquid nitrogen tank in the I Industrial District; and

WHEREAS, the Combined Plan Commission and Zoning Board of Appeals, pursuant to proper legal notice, held a public hearing on August 27, 2007, concerning this request and has recommended that the Special Use be granted; and

WHEREAS, the Corporate Authorities find that granting of this Special Use would not be inconsistent with surrounding uses, nor would it be contrary to the intent of the Zoning Code of the Village of Carol Stream provided certain conditions are met.

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

SECTION 1: That the property legally described in Section 1 of this Ordinance, commonly known as 191 E. North Avenue be granted a Special Use to allow the installation of an outdoor liquid nitrogen tank in the I Industrial District, as shown on the attached Site Plan (Exhibit A), provided the following conditions are met:

1. That bollards be installed to protect the tank from being hit by vehicles.
2. That three evergreen trees be installed along the west property line to provide additional screening of the view of the tanks from Gary Avenue.
3. That the operation of the facility and maintenance of the site will comply with all state, county and Village codes and requirements.

LEGAL DESCRIPTION:

That part of the west 475.12 feet of the east 1725.12 feet of the southeast quarter of Section 32, lying within 1268.20 feet north of the center line of Illinois Route 64 on the east and lying within 1197.06 feet north of the centerline of Illinois Route 64 on the west, and the west 166.76 feet of the east 1416.76 feet of the east half of Section 32 lying within 706.81 feet south of Kehoe Boulevard, and southwesterly of the Illinois Central railroad spur, all in Township 40 North, Range 10, East of the Third Principal meridian, in DuPage County, IL.

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 4<sup>TH</sup> DAY OF SEPTEMBER 2007.

AYES:

NAYS:

ABSENT:

---

Frank Saverino, Sr., Mayor

ATTEST:

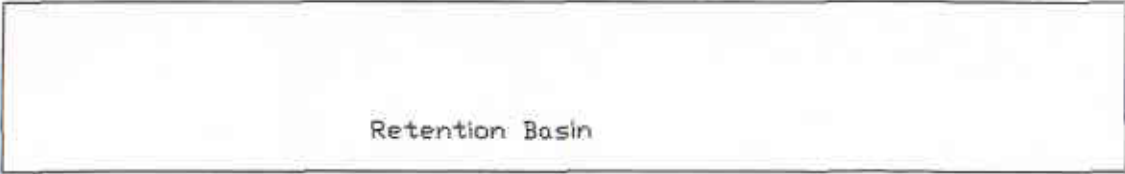
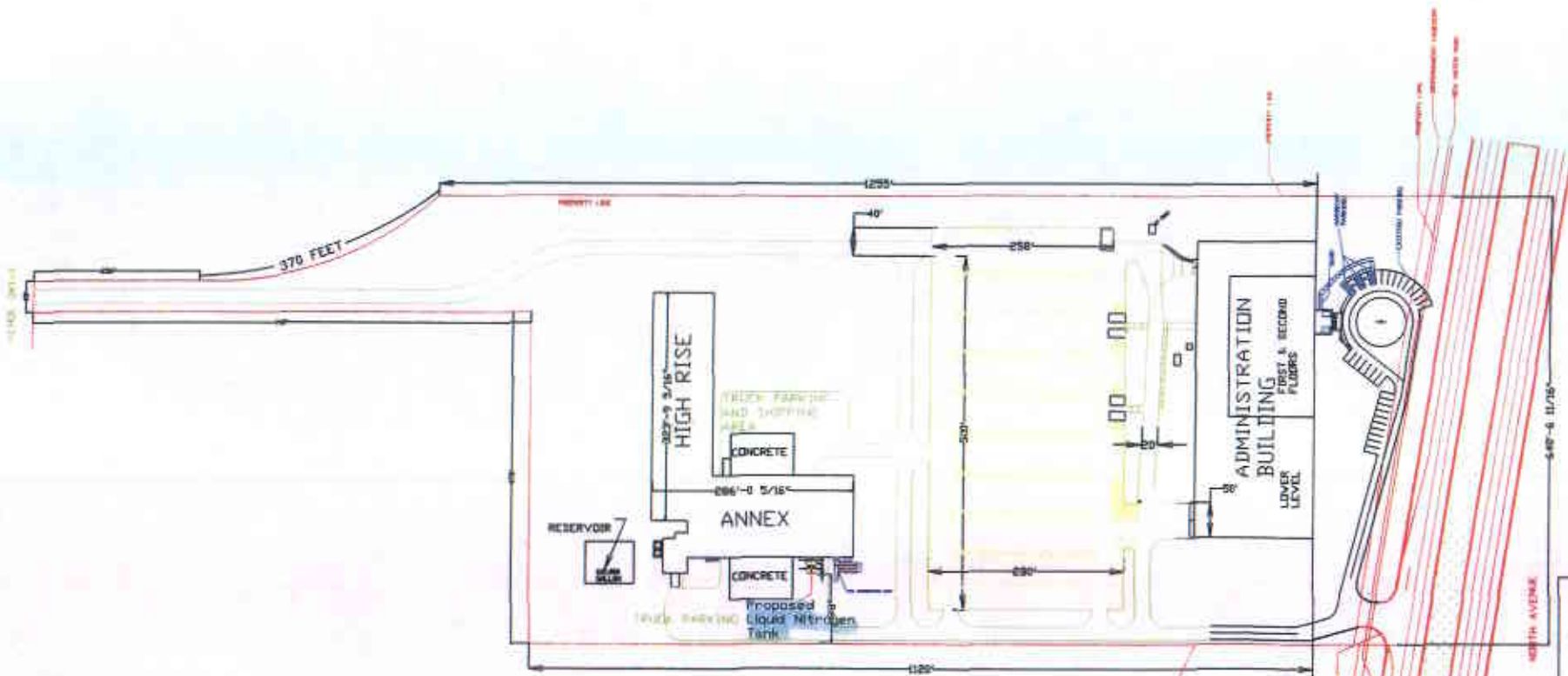
\_\_\_\_\_  
Beth Melody, Village Clerk

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)

EXHIBIT A




Ron Zinger  
 Invenys Controls  
 181 E. North Avenue  
 Carol Stream, IL 60188  
 Neil Chamber  
 Liquid Nitrogen Project  
 Lot Area: 884,673SF

RECEIVED  
 JUL 17 2007  
 COMMUNITY DEVELOPMENT DEPT

<b>invenys</b> TITLE: INVENYS Plot 181 E. NORTH AVE. DRG BY: E. KRAUSE FACILITY PLANNING/AUTOCAD 2000	REL. DATE: 9/16/04	THE VARIET								
	SCALE: 1" = 20'	0								
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	4	REVA								
3	REV3									
2	REV2									
1	REV1									

Village of Carol Stream I-1 9-4-07  
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager  
FROM: James T. Knudsen, Director of Engineering Services  
DATE: August 27, 2007  
RE: 410-420 Fullerton - Grant of Stormwater Management & Conveyance Easements



The Village of Carol Stream has received a plat granting us an easement for the purposes of conveying and managing stormwater. See attached. This easement gives the Village very broad rights to construct, repair, operate and maintain storm sewer system and stormwater management facilities on private property. This easement is a requirement of the DuPage County Countywide Stormwater & Flood Plain Ordinance and must be granted to the Village.

Cc: William N. Cleveland, Assistant Village Engineer  
Matt Streicher, Civil Engineer

dh

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

**A RESOLUTION ACCEPTING A GRANT OF STORM WATER MANAGEMENT  
AND CONVEYANCE EASEMENT  
(410-420 FULLERTON AVENUE)**

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 Accepting a Grant of Storm Water  
Management and Conveyance Easement for 410-420 Fullerton Avenue. This  
easement gives the Village easement rights to construct, repair, operate and maintain  
storm sewer system and storm water management facilities as required by the DuPage  
Countywide Stormwater & Flood Plain Ordinance. The Plat of Stormwater  
Management Conveyance and Easement is attached to this Resolution as Exhibit "A".

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

PASSED AND APPROVED THIS 4<sup>TH</sup> DAY OF SEPTEMBER 2007.

AYES:

NAYS:

ABSENT:

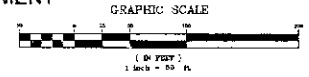
\_\_\_\_\_  
Frank Saverino, Sr., Mayor

ATTEST:

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

# PLAT OF EASEMENT GRANT OF STORMWATER MANAGEMENT AND CONVEYANCE EASEMENT OVER

PIN 02-33- 00-02



## STORMWATER MANAGEMENT AND CONVEYANCE EASEMENT

PART OF LOT 2 IN GLENBARD GRAPHICS RESUBDIVISION, BEING A RE-UDIVISION IN PART OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF CAROL STREAM OVER ALL OF THE AREAS INDICATED AS "STORMWATER MANAGEMENT AND CONVEYANCE EASEMENT" OR "S.W.C.E." FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, MAINTAIN, OPERATE, CLEAR, REPAIR, INSPECT, OPERATE AND OTHERWISE MAINTAIN IN AN UNDISTURBED CONDITION A SYSTEM OF STORM DRAINS, MANHOLES, INLETS, OVERLAND DRAINAGE DITCHES, AND A STORMWATER MANAGEMENT BASIN OVER, UPON AND THROUGH SAID EASEMENT FOR THE NECESSARY MATERIALS AND EQUIPMENT TO PERFORM SAID FUNCTIONS. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM, OR REMOVE TREES, BUSHES, VEGETATION AND DEBRIS WITHIN SAID EASEMENT AREA THAT CAN REASONABLY BE SHOWN TO OBSTRUCT OR OTHERWISE IMPAIR THE OPERATION OF SAID EASEMENT AREA FOR THE USES AND PURPOSES HEREIN SET FORTH. NO BUILDINGS, BARRIERS, SWIMMING POOLS OR OBJECTS OR EQUIPMENT SHALL BE CONSTRUCTED OR EXTENSIVE REGRADING WORK UNDERTAKING THAT WOULD HINDER OR OBSTRUCT THE CONVEYANCE OF STORM DRAINAGE OR DISPLACE ANY STORMWATER STORAGE VOLUME POTENTIALLY AVAILABLE DURING TIMES OF PEAK RAINFALL. SAID EASEMENT AREAS MAY BE USED, HOWEVER, FOR PAVED AREAS, GARDENS, TREES, PLANTS, LAWNS, AND OTHER LANDSCAPING IMPROVEMENTS AND FOR OTHER USES AND PURPOSES THAT DO NOT INTERFERE WITH THE AFORESAID EASEMENT USES AND RIGHTS.

### OWNER'S CERTIFICATE

STATE OF ILLINOIS  
COUNTY OF DUPAGE SS  
THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND HAS CAUSED THE SAME TO BE PLATTED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE TITLE AND TITLE PERSON INDICATED. THE UNDERSIGNED HEREBY RESERVES AND GRANTS TO THE VILLAGE OF CAROL STREAM THE EASEMENTS WHICH ARE SHOWN ON THE PLAT.

TITLE Owner  
6250 N. River, Suite 400, Rosemont, IL 60018  
ADDRESS

DATED THIS 27th DAY OF July, 2009

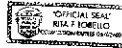
### NOTARY'S CERTIFICATE

STATE OF ILLINOIS  
COUNTY OF DUPAGE SS  
I, John E. Lobbello, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT John Aguiari

AND Scott W. Morris ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AS OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACTS.

FOR THE USES AND PURPOSES THEREIN SET FORTH, GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 27th DAY OF July, 2009.

BY: John E. Lobbello NOTARY PUBLIC



### MORTGAGEE'S CERTIFICATE

STATE OF ILLINOIS  
COUNTY OF DUPAGE SS  
Morris, Scott W. AS MORTGAGEE UNDER PROVISIONS OF A CERTAIN MORTGAGE DATED MAY 1, 2008 AND RECORDED IN THE RECORDER'S OFFICE OF DUPAGE COUNTY,

ILLINOIS, AS DOCUMENT NUMBER A2008-113452, HEREBY CONSENTS TO RECORDING OF THIS PLAT FOR USES HEREIN SET FORTH DATED AT Chicago, IL ON July 15 DAY OF August, A.D. 2009.

BY: Scott W. Morris BY: John E. Lobbello  
TITLE: Loan Payment TITLE: Notary Public

### NOTARY'S CERTIFICATE

STATE OF ILLINOIS  
COUNTY OF DUPAGE SS  
I, Mary Ann KolesowSKI, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT Scott W. Morris Vice President

AND John E. Lobbello Notary Public ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AS MORTGAGEE'S, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACTS, FOR THE USES AND PURPOSES THEREIN SET FORTH, GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 15th DAY OF August, 2009.

BY: Mary Ann KolesowSKI NOTARY PUBLIC

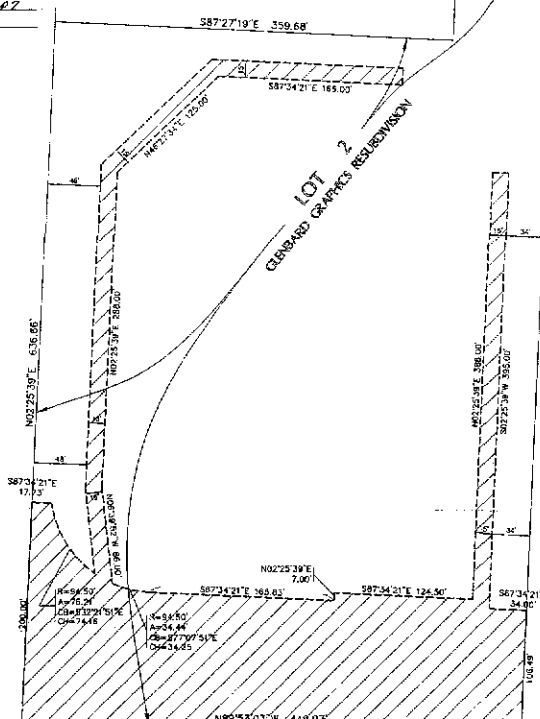


### ABBREVIATIONS

- (B) = BOUNDARY LINE OR DISTANCE
- (C) = CENTERLINE OR DISTANCE
- (D) = CALCULATED BOUNDARY OR DISTANCE
- (E) = EXISTING EASEMENT
- A = AND
- B = BOUNDARY
- CH = CHORD
- CH = CHORD BEARING
- B.S.L. = BUILDING SETBACK LINE
- SEE = SEE DRAWING
- D.E. = DRAINAGE EASEMENT
- P.U.E. = PUBLIC UTILITY EASEMENT
- P.A.C. = POINT OF COMMENCEMENT
- P.S. = POINT OF BEGINNING
- P.U. & D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT

### LINE LEGEND

- LIMITS OF LAW FOR LEGAL DESCRIPTION
- EXISTING LOT
- EXISTING EASEMENT
- CONVEYANCE
- BUILDING SETBACK LINE
- CENTERLINE
- CORNER CONTROL



FULLERTON AVENUE  
N89°58'25\"/>

LOT 2

LOT 1

PART OF

LOT 2

### VILLAGE TREASURER

STATE OF ILLINOIS  
COUNTY OF DUPAGE SS  
I, Carol Stream, IL VILLAGE TREASURER OF CAROL STREAM, DO HEREBY CERTIFY THAT THERE ARE NO UNPAID OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPROPRIATED AGAINST THIS TRACT OF LAND INCLUDED IN THE PLAT.  
DATED AT CAROL STREAM, DUPAGE COUNTY, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

VILLAGE TREASURER

### VILLAGE CLERK

STATE OF ILLINOIS  
COUNTY OF DUPAGE SS  
I, Carol Stream, IL 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 SAID VILLAGE AT ITS MEETING HELD ON \_\_\_\_\_ 20\_\_\_\_ AND THAT THE RESOURCES OF 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 SAID VILLAGE.  
IN WITNESS WHEREOF, I HAVE HEREBY SET MY HAND AND SEAL OF THE VILLAGE OF CAROL STREAM, ILLINOIS  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

VILLAGE CLERK

### VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS  
COUNTY OF DUPAGE SS  
I, Carol Stream, IL VILLAGE ENGINEER OF THE VILLAGE OF CAROL STREAM, ILLINOIS, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED IN THE ANNEXED PLAT AND THE PLANS AND SPECIFICATIONS THEREOF MEET THE MINIMUM REQUIREMENTS OF SAID VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF.  
I DO FURTHER CERTIFY THAT THERE HAS BEEN FILED WITH ME AND HAVE REVIEWED TOPOGRAPHICAL AND PROFILE STUDIES FILED WITH THIS SUBDIVISION PLAT DATED AT CAROL STREAM, DUPAGE COUNTY, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

VILLAGE ENGINEER

### PLAN COMMISSION CERTIFICATION

STATE OF ILLINOIS  
COUNTY OF DUPAGE ) SS  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_  
VILLAGE OF CAROL STREAM PLAN COMMISSION  
CHAIRMAN

### RECORDER'S CERTIFICATE

STATE OF ILLINOIS ) SS  
COUNTY OF DU PAGE )  
THIS INSTRUMENT NUMBER \_\_\_\_\_ WAS FILED IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. AND WAS RECORDED IN BOOK \_\_\_\_\_ OF PLATS ON PAGE \_\_\_\_\_ BY \_\_\_\_\_ RECORDER OF DEEDS

### SURVEYOR'S STATEMENT

THE ABOVE PLAN WAS PREPARED UNDER MY DIRECT SUPERVISION FROM EXISTING RECORDS, MAPS AND PLATS.  
SCOTT C. KREBS  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 184-002775 LICENSE EXPIRES 4/30/09  
BY: Scott C. Krebs DATE: 7/26/09  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 184-002775 LICENSE EXPIRES 04/30/09



1 of 1	DRAWN BY: MRA	PARTY CHIEF: NA	<b>COMPASS</b> Land Surveying and Mapping 2831 Ginger Woods Parkway, Suite 100 Aurora, IL 60502 Phone: 630-820-3100 FAX: 630-820-7030	Prepared For: PANATTONI CONSTRUCTION, INC. 6250 N. River Road Rosemont, IL 60013	REVISIONS REWISED PER CLIENT COMMENTS	DATE 07-11-09	BY SK
	CHECKED BY: SK	BOOK: NA PAGE: NA		SCALE: 1" = 50' PROJECT NO.: 9243.01	Fullerton Business Center Carol Stream		

Q:\PDATA\100019243\9243-01\_PLATTING\9243 01 EASE GRANT.DWG

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

I-2 9-4-07

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

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

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

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

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

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

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

PASSED AND APPROVED THIS 4<sup>TH</sup> DAY OF SEPTEMBER 2007.

AYES:

NAYS:

ABSENT:



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Frank Saverino, Sr., Mayor

ATTEST:

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Beth Melody, Village Clerk

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

**TO:** Joe Breinig, Village Manager

**REVIEWED AND  
APPROVED BY:**   
Rick Willing, Chief of Police

**FROM:** Sgt. Bryan Pece

**DATE:** 08-27-07

**RE:** The Police Department requests that the Village Board declare a seized 1997 Chevrolet Cargo Van as surplus and authorize its disposal as a junk vehicle.

The Village has a vehicle from an Article 36 seizure that does not run and is not worth putting any money into to get it to run. I will apply for a junk title if the vehicle is declared surplus.

Since this vehicle are not worth anything and are taking up space at Public Works, I would like the Village Board to declare it as surplus and I will arrange to have a junkyard pick it up. There is no cost associated with sending the vehicle to a junkyard as they take them from us free of charge.


1-1997 Chevrolet Cargo Van; VIN #1GCEG25H2H7174120

**CC:** Chief Willing

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

J-19-4-07

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

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

**DATE:** August 20, 2007

**RE:** **Agenda Item for the Village Board Meeting of September 4, 2007  
- Request from Doug Salemi for Relief From the Use Restrictions  
for the Commercial Property at 1270-1276 Kuhn Road in  
Pasquinelli's Central Park Subdivision.**

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**PURPOSE**

The purpose of this memorandum is to present to the Village Board a request from the owner of one of the commercial properties in the Central Park commercial subdivision to lift the restriction against non-sales-tax-generating uses in his building at 1270-1276 Kuhn Road.

**DISCUSSION**

Doug Salemi is the owner of the lot at the northwest corner of the intersection of Merrimac Lane and Kuhn Road in the Central Park commercial subdivision, for which an amended Preliminary PUD Plan was approved by the Village Board in August 2003. With that approval, the annexation agreement for the property was also amended to disallow non-sales-tax-generating uses unless permitted by the Village Board.

In September 2004, the Village Board approved the Final PUD Plan for Mr. Salemi's property, and Ordinance No. 2004-09-55 includes the following condition:

"That all future tenants in the building must be sales-tax-revenue-generating uses as per the previously amended annexation agreement for this property, unless the Village Board specifically approves a non-sales-tax-revenue-generating business for a tenant space."

At their regular meeting on January 3, 2005, the Village Board approved Mr. Salemi's request to lease up to 25% of the space in his building for non-sales-tax-generating service uses, including the *Kuhn Cleaners*, which moved into the building, and a dance studio, which did not. On October 16, 2006, the Village Board approved Mr. Salemi's request for the *Lucy Nails* nail salon.

Since the Central Park commercial use restrictions were put in place in August 2003, the Village Board has granted relief to *National City Bank*, *Rainbow Academy*, *Hair Cuttery*, *Kuhn Cleaners* and *Lucy Nails*. In addition, in December 2005 the Village Board passed Ordinance No. 2005-12-64 amending the annexation agreement to lift the use restrictions for the entire 9,000 square-foot multi-tenant commercial building built by *The Shiner Group* at 476-496 Army Trail Road, east of Kuhn Road.

Mr. Salemi's current request is to amend the annexation agreement for the Central Park development to remove all use restrictions for his property at 1270-1276 Kuhn Road, in the same manner as was done for *The Shiner Group*. Mr. Salemi believes his request is justified because his building is affected by the same market dynamics as the Shiner building, but in addition his building has less exposure to Army Trail Road.

As noted above, several property owners have come before the Village Board over the years asking for relief from the Central park use restrictions. The development is now fully built out, and the current status of the various properties is as follows:

<u>Use</u>	<u>Building Area</u>	<u>Exemptions</u>
<u>East of Kuhn Road</u>		
<i>Citgo/7-Eleven</i>	3,000	None requested
Commercial Building	9,000	Entire building exempted from use restrictions
<u>West of Kuhn Road</u>		
<i>National City Bank</i>	3,400	Relief granted for this use.
Commercial Building	10,650	Relief granted for: <i>The Hair Cuttery</i> (1,125 sf)
<i>Auto Zone</i>	7,400	None requested
<b>Salemi Building</b>	9,600	Relief granted for: <i>Kuhn Cleaners</i> (975 sf) <i>Lucy Nails</i> (945 sf)
<i>Rainbow Academy</i>	<u>14,000</u>	Relief granted for this use.
<b>TOTALS:</b>	<b>57,050 sf</b>	<b>Exempted space = 29,445 sf</b>

The amount of space currently exempted from the use restrictions is 29,445 square feet, or 51.6%. It should be noted that this total space consists of two types of relief. The first is relief granted to specific businesses (*National City Bank, Rainbow Academy, Hair Cattery, Kuhn Cleaners and Lucy Nails*), and if another use were to replace one of those uses, it would need to meet the restrictions of the amended annexation agreement. The second type of relief is that granted for the 9,000 square-foot Shiner building, for which the use restrictions were removed on a permanent basis. *The Shiner Group* is free to lease space in that building regardless of sales tax considerations, and most of the space in the building actually is sales tax revenue-generating at this time.

With Mr. Salemi's request, the total amount of exempted space in the Central Park commercial subdivision would go to 37,125 square feet, or 65%. Half of this space would then consist of the Shiner building and the Salemi building, a total of 18,600 square feet (32.6%), for which the use restrictions would be removed on a permanent basis. If the Village Board were to consider granting Mr. Salemi's request, staff would suggest that consideration be given to the question of whether to continue to maintain the use restrictions, since they would only apply to approximately two-thirds of the commercial properties.

#### **RECOMMENDATION**

For purpose of information. If the Village Board were to consider granting Mr. Salemi's request, they should direct staff to prepare the necessary amendment to the annexation agreement and schedule it for public hearing.

RJG:bg

C: Doug Salemi, via fax - (630)762-1701  
u:\misc village board correspondence\central park request 5.doc

**Central Park Square, LLC**  
1270 Kuhn Road  
Carol Stream, IL 60188

August 1, 2007

Mr. Joseph Breinig  
Village Manager  
Village of Carol Stream  
500 North Gary Avenue  
Carol Stream, IL 60188

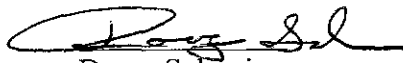
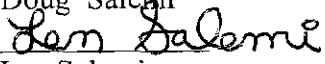


Dear Joe and The Village of Carol Stream Legislative Board,

This letter serves as my formal request to appear before the Village Board on the next available date they have open to request an amendment to the annexation agreement governing the property known as 1270 – 1276 Kuhn Road Carol Stream.

We are asking for the same relief that was granted to William Shiner on December 5, 2005 Agenda Item C-3 12-5-05. We are suffering from all of the same problems Mr. Shiner's building faces to a much worse degree because we are set back 350' from Army Trail Road. We fully and completely understand the reason this was first past. But, market conditions stipulate the particular uses that will work in an area. We have tried to give a good mix of tenants to make a viable contribution to the Village of Carol Stream. We will continue to market this property to uses that produce sales tax as vacancies arise. However, at this time I am asking for this relief to move my Insurance Agency from Saint Charles to my own building in Carol Stream. It is important that we are granted this relief, so we may keep the building fully rented. The current business of the building will be intact so Carol Stream will not be losing any revenue. By keeping the building full the non-sales tax generating uses drive the sales revenue of the sales tax generating business in the surrounding businesses. We would also like to mention this is the only development in Carol Stream that has this restriction in place. By removing this restriction you will help us keep this building full and generating revenue both sales tax and property tax which drives our schools, the fire district, Public works and all the services the residents of Carol Stream enjoy. This building generates as much property tax as six single-family homes in the Village. If it goes vacant this will drastically be reduced. I have enclosed a copy of the amendment granting this relief to Mr. Shiner's property in hopes you can simply add our legal address to it.

Thank you for working with us,

  
Doug Salemi  
  
Len Salemi

**THIRD AMENDMENT TO  
ANNEXATION AGREEMENT**

This Third Amendment to Annexation Agreement made and entered into by and between **VILLAGE OF CAROL STREAM**, an Illinois municipal corporation, hereinafter referred to as the "Village" and **WAS CENTRAL PARK, L.L.C.**, an Illinois Limited Liability Company, Successor to **SUBURBAN BANK AND TRUST COMPANY**, Successor Trustee to **BEVERLY TRUST COMPANY**, trustee under Trust No. 74-2547 with regard to the Property subject of this Third Amendment, hereinafter referred to as "Owner".

**WITNESSETH:**

WHEREAS, the parties hereunto did heretofore enter into a certain Annexation Agreement as of May 15, 2000; and

WHEREAS, the parties did heretofore enter into a First and Second Amendment to said Annexation Agreement; and

WHEREAS, since the execution of said Annexation Agreement, Owner has acquired title to the Property legally described on Exhibit "A" and hereinafter referred to as "Lot 10"; and

WHEREAS, the Annexation Agreement gives the Village a substantial series of standards which it shall utilize in determining whether to approve specific site plans proposed for the property; and

WHEREAS, the parties have agreed to add additional standards which should have the effect of causing the property to be developed and occupied during the life of the Annexation Agreement with businesses which will generate substantial sales tax, rather than, for example, office or service businesses; and

WHEREAS, site plans for future uses of the property must meet the standards set forth within the Annexation Agreement, including the Second Amendment to the Annexation Agreement; and

WHEREAS, the parties have agreed that the additional standards set forth in Section 1 of the Second Amendment to the Annexation Agreement shall no longer apply to Lot 10;

NOW, THEREFORE, IT IS AGREED between the Village of Carol Stream, ("Village"), and WAS Central Park, L.L.C., an Illinois Limited Liability Company, the Owner ("Owner"), that the Annexation Agreement for the portion of the commercial property in Pasquinelli's Central Park Subdivision as is legally described on Exhibit "A", attached to and made a part of this Agreement, is hereby amended, as follows:

SECTION 1: There shall be added to Paragraph 2.4, a new paragraph, which shall hereinafter read, as follows:

Lot 10, being land legally described in Exhibit "A", and being a part of the territory governed by the provisions of this Annexation Agreement, shall be developed in accordance with the standards set forth in Section 2.4. The additional standards set forth in the Second Amendment to the Annexation Agreement, which added a paragraph to Section 2.4 and identified certain uses that would not be permitted on the property without a motion approved by a vote of two-thirds (2/3) of the Corporate Authorities of the Village, shall not apply to Lot 10, but shall apply to the remainder of the commercial property.

SECTION 2: With the exception of the modification made in Section 1, all other terms and conditions of the Annexation Agreement, as previously amended, shall continue in full force.

IN WITNESS WHEREOF, the parties hereunto have executed this Amendment the day and year first above written.



AGENDA ITEM

*Village of Carol Stream* J-2 9-4-07  
Interdepartmental Memo

**TO:** Joseph Breinig, Village Manager  
**FROM:** Stan W. Helgerson, Finance Director *SKH*  
**DATE:** August 23, 2007  
**RE:** Payment to DuPage County – Judith and Riviera Courts Water Main Improvement Project

The Village has received the proceeds of the loan from the DuPage Water Commission. The amount of the loan ended up being \$637,568.54. Of that amount, \$564,189.30 is due DuPage County and \$73,379.24 will be retained by the Village (\$45,217.44 for connection fees and \$28,107.80 for a recapture agreement for the Riviera water main). I would recommend that the Village Board approve the payment of \$564,189.30 to DuPage County for the construction of the above mentioned water mains.

Also, since we have received the proceeds of the loan and a P&I debt schedule has been developed, I will forward it to the County, along with a copy of the loan agreement so that they can file it with the County Clerk as a basis for the annual levy amount for the SSA.

If you have any questions, please give me a call.

cc: Jim Knudsen, Engineering Director  
Nicholas W. Kottmeyer, PE  
DuPage County Department of Public Works

# DuPage County Public Works

7900 S. Route 53  
 Woodridge, IL 60517  
 (630) 985-7400 fax (630) 985-4802

Invoice No.

1

## INVOICE

### Customer

Name	Village of Carol Stream - Attn: Jim Knudsen		
Address	500 Gary Avenue		
City	Carol Stream	State	IL ZIP 60188
Phone	(630) 665-7050		

Date	11/6/2006
Completed:	
Project no.	

Location	Description	Unit Price	TOTAL
	Judith & Riviera Special Service Area Costs		
	Final Design - Mackie Consultants, LLC		\$54,900.00
	Construction - Geradi Sewer & Water Co.		\$488,227.30
	Staff Time - Deisgn/Construction Oversight		\$18,002.00
	Carol Stream Connection Fees (with meter)*		\$45,271.44
	Riviera Watermain Recapture Agreement*		\$28,107.80
	Health Department Well Capping Inspection Fees*		\$3,060.00
	* - costs are for all 36 homes (Judith & Riviera)		
		SubTotal	\$637,568.54
		Shipping & Handling	
		Taxes State	
		<b>TOTAL</b>	<b>\$637,568.54</b>

Make all checks payable to DuPage County Public Works. If you have any further questions, please contact Karen Wilson at 985-7400.

THANK YOU FOR YOUR BUSINESS!

Village of Carol Stream

I-3 9-4-07

Interdepartmental Memo

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

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

**DATE:** August 27, 2007

**RE:** **Agenda Item for the Village Board Meeting of September 4, 2007**  
**Home Town RV - Request for Extension of Temporary Special Use Permit**

**PURPOSE**

The purpose of this memorandum is to present to the Village Board a request for extension of the temporary special use permit granted for Home Town RV at 110 E. North Avenue.

**BACKGROUND**

At their regular meeting on March 15, 2004, the Village Board approved Ordinance No. 2004-03-15, granting a temporary special use permit for an open sales lot and trailer sales for the property at 110 E. North Avenue, formerly occupied by the *E-G Hardware and Lumber* store. This approval was granted with a number of conditions as listed in the ordinance, in order to allow the owner of *Home Town RV* a period of time by which he would lease the property while assessing its viability as a business location before investing in the property improvements required to meet the Village's Gary/North Avenue Corridor standards. The current status of the conditions of approval as contained in Ordinance No. 2004-03-15 is as follows:

CONDITION OF APPROVAL	STATUS
Home Town RV is required to make improvements to the property in accordance with Exhibits A, B and C of the ordinance.	The landscape work has been done, and is essentially in compliance with Exhibit A. However, none of the temporary improvements to the building were done. These include painting the building, replacing the two cedar shake entrance canopy roofs with standing seam metal roofs, and providing a masonry dumpster enclosure to match the building.

<p>The owner of Home Town RV must notify the Village by March 15, 2006, whether he intends to purchase the property, and make application for improvements to comply with North/Gary Avenue Corridor Regulations. In the event the owner does not make the applications by March 15, 2007, the temporary special uses will lapse and business operations involving the special uses must cease.</p>	<p>Notification of intent to purchase the property was received March 14, 2006.</p> <p>Application for approval of permanent special use permit and Gary/North Avenue Corridor Review was received March 15, 2007. Staff provided comments on July 31<sup>st</sup>, most of which had to do with landscaping, and the applicant has not yet resubmitted his proposed plans in response to staff comments.</p>
<p>Home Town RV must receive approval of permanent special uses and complete the improvements required by that approval by September 15, 2007. The Village Board may grant an extension of this deadline by motion due to the potential complexity of the remodelling and construction efforts.</p>	<p>An extension is being requested at this time.</p>
<p>The outdoor storage of recreational vehicles, boats and trailers is regulated by item 6 in the ordinance.</p>	<p>Most of the regulations are being followed, except that vehicles and trailers are being parked in the grassy area at the southwest corner of the site, near Gary Avenue. Also, the gravel area east of the building is being used for outdoor storage.</p>
<p>Repairs to the parking lot must be completed by June 1, 2004.</p>	<p>The repairs were completed by June 18, 2004. However, the lot is not in good condition at this time, with some potholes, and grass and weeds growing through cracks in the pavement.</p>

<p>The use of the 11,760 square foot southern building was not contemplated at the time of approval of the ordinance. The use of this building would require approval of an amendment to the special use permit, at which time parking and other Code requirements would be evaluated.</p>	<p>The southern building is not being used.</p>
<p>The parking lot must accommodate 129 customer parking stalls, and the stalls must be striped per Village standards. Home Town RV may request relief from the parking requirement, and the Village Board may so grant by motion.</p>	<p>The lot is striped per the approved site plan. No request has been received for relief from the parking requirement. As noted below, recreational vehicles and trailers are parked in the customer parking areas.</p>
<p>Merchandise is to be located only in the designated display areas, not in customer parking areas or drive aisles.</p>	<p>Recreational vehicles and trailers are parked extensively in the customer parking areas. As noted above, no request has been received for relief from the parking requirement.</p>
<p>Barrier curb must be provided adjacent to the landscaped islands in the parking lot.</p>	<p>This has been done.</p>
<p>No merchandise other than RVs, trailers or boats may be displayed outdoors without an amendment to the special use permit.</p>	<p>Only RVs and trailers are being displayed.</p>
<p>A detail of the trash enclosure must be submitted to staff for review, and the enclosure must be painted to match the building.</p>	<p>No trash enclosure has been constructed. The dumpster is located in the gravel area east of the building.</p>

## **DISCUSSION**

To summarize, the petitioner has not made all of the initial improvements required by the conditions of approval for the temporary special use given in March 2004. Incomplete items include:

- Painting the building
- Replacing the cedar shake entrance canopy and roof
- Providing a dumpster enclosure

In addition, certain activities on the site are in violation of the conditions of approval or the Village Code.

- The gravel area to the east of the building is being used for outdoor storage without approval. We note that the improvement of this area is complicated by the DuPage County stormwater regulations.
- Some vehicles and trailers are displayed on the grass at the southwest corner of the property, near Gary Avenue.
- Inventory is parked in the customer parking areas.

When the Village Board approved the temporary special use permit in March 2004, they did so after consideration of several relevant factors, the most important being the nature of the use itself and the existing condition of the property. Because of the high-profile location of the property, and the Village's wish to attract a desirable commercial use, the Village Board was willing to work with the petitioner to accommodate his business plan with the commitment for future improvements to meet the Village's corridor standards. It was thought that once improvements were made to address the aesthetics of the property, then the effects of an open sales lot of recreational vehicles and trailers would not present the sort of negative visual impact that is sometimes seen with such facilities elsewhere, such as in less-regulated, unincorporated areas.

In order to work with the petitioner, who was concerned with his upfront costs, the Village Board agreed to allow the desired improvements to be phased in over a 3½-year period. The conditions of approval included in Ordinance No. 2004-03-15 were intended to ensure the proposed use would be appropriate for the site's prominent location after the 3½-year period.

## **RECOMMENDATION**

Staff would suggest that if the Village Board were to consider approval of the petitioner's request for a one-year extension of the temporary special use permit, it should be a one-time extension, with failure to complete the required improvements to be considered cause for revocation of the special use.

If the Village Board should choose to grant the request, they may do so by motion.

RJG:bg

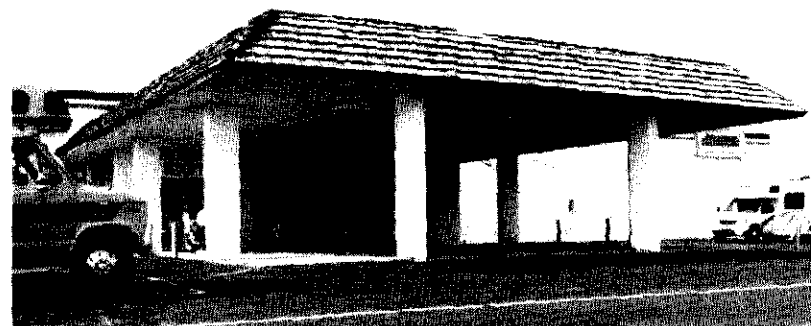
u:\misc village board correspondence\home town rv 2.doc



GARY AVENUE FRONTAGE



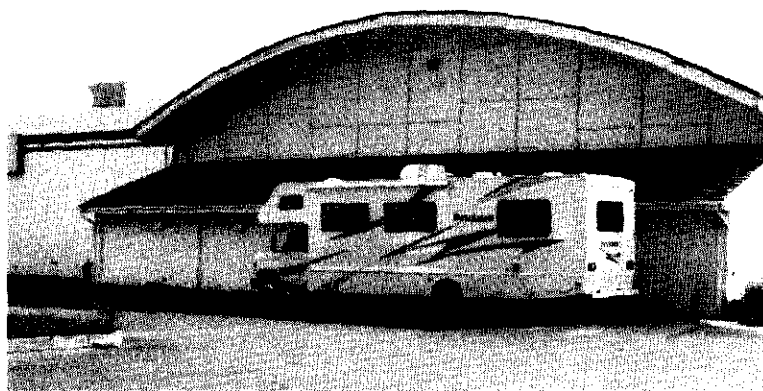
REAR AREA BEING USED FOR STORAGE



CANOPY AT NORTH AVENUE ENTRANCE



WALL FACING NORTH AVENUE



ROOF FACING GARY AVENUE

2004-03-15

**VILLAGE OF CAROL STREAM**  
500 North Gary Avenue  
Carol Stream, IL 60188

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**ORDINANCE NO. 2004-03-15**

**AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT  
FOR AN OPEN SALES LOT AND TRAILER SALES  
(HOMETOWN RV, 110 E. NORTH AVENUE)**

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**ADOPTED BY THE MAYOR AND BOARD OF TRUSTEES  
OF THE VILLAGE OF CAROL STREAM  
THIS 15<sup>th</sup> DAY OF MARCH, 2004**

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**Published in pamphlet form  
by order of the Mayor  
and Board of Trustees of  
the Village of Carol Stream,  
County of DuPage, Illinois  
This 25<sup>th</sup> day of March, 2004.**



**ORDINANCE NO. 2004-03-15**

**AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE  
PERMIT FOR AN OPEN SALES LOT AND TRAILER SALES  
(HOMETOWN RV, 110 E. NORTH AVENUE)**

WHEREAS, Tony Mucerino, owner of Hometown RV, is requesting Special Use Permits in accordance with Sections 16-9-4(C)(6) and 16-9-4(C)(10) the Carol Stream Zoning Code to allow an open sales lot ancillary to a permitted or special use and trailer sales in the B-3 Service District, at the property located at 110 E. North Avenue; and

WHEREAS, pursuant to proper legal notice, on January 26, 2004, the Combined Plan Commission/Zoning Board of Appeals considered these special uses and the motion to recommend approval subject to conditions did not pass (3-3); and

WHEREAS, the Corporate Authorities find that the granting of these special uses for an open sales lot and vehicle sales and service in the B-3 Service District 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 110 E. North Avenue, be granted temporary special use permits to allow an open sales lot ancillary to a permitted or special use and trailer sales provided the following conditions are met:

1. The special uses granted herein are conditionally and temporarily granted. The property in question is located at a central intersection in the community. The structures on the property are buildings many decades old which have been unused for a number of years and which have not been improved or modernized in a long period of time. The applicant for the special use permit is a contract purchaser of the property under a contract which allows the property to be leased

for a period of three years and purchased at that time. A sub-lessee will operate the trailer sales. The applicant has indicated that it desires to make initial improvement to the property, but to delay major improvements, which would trigger the application of the North Avenue and Gary Avenue Corridor Ordinances regulations until a determination has been made to purchase the property.

2. The Corporate Authorities of the Village do here grant special uses for outdoor storage and trailer sales on a temporary basis and will consider the granting of permanent special uses only after a public hearing before the Plan Commission and approval by the Village Board of plans for the permanent improvement of the structures and compliance with the Corridor Ordinances.
3. The applicant is required to make certain improvements to the property which are conditions of the granting of the temporary special uses. Those plans are: the Site Plan and Landscape Plan for Hometown RV drawn by Roake and Associates, Inc., 1887 High Grove Lane, Naperville, Illinois 60540, dated January 19, 2004, attached to and made a part of this Ordinance as Exhibit "A"; the Existing Floor Plan and West Elevation drawn by Becker Architects Limited, 595 Elm Place, Highland Park, Illinois, 60035, dated January 15, 2004, attached to and made a part of this Ordinance as Exhibit "B"; and the Existing and Proposed Elevations, also drawn by Becker Architects Limited, dated December 25, 2004, attached to and made a part of this Ordinance as Exhibit "C."
4. The applicant will notify the Village within two (2) years of this passage of the ordinance, whether the applicant will purchase the property, make an application for permanent special uses, along with an application for improvements to the property which will require compliance with the Corridor Ordinances. The Village may also require an application for a Planned Unit Development. The Applicant is prepared to give the Village an adequate period of time to review the applications for permanent zoning and ordinance compliance and will present such applications prior to the end of the second year of the passage of this Ordinance. In the event that the applicant does not submit the required applications for the granting of permanent special uses and Corridor Ordinance compliance, the special uses granted within this Ordinance shall terminate three (3) years from the passage of this Ordinance, and business operations involving the special uses shall cease.
5. The applicant shall be required to receive approval of permanent special uses, including an application for a special use in the nature of a planned unit development, to complete the remodeling of the buildings on site and the grounds improvements. The completion of the improvements required by the subsequently approved Ordinance, if any, must be completed within 3-1/2 years after the date of passage of this Ordinance or such longer period of time as the Village Board may grant by motion due to the potential complexity of the remodeling and reconstruction efforts.
6. The temporary special uses granted herein shall be further conditioned upon the use of the property in the following manner:
  - a. Outdoor storage shall be limited, except as otherwise provided herein, to the storage of new recreational vehicles and trailers with no more than

one-third ( $1/3$ ) of the front row outdoor display areas along Gary and North Avenue frontage containing trailers. On the Gary Avenue frontage, no more than three vehicles or trailers will be placed side by side in order to avoid regimental stocking. Groupings will be separated by open space or vehicles parked at opposing angles to provide visual separation.

- b. Trailers shall be similar to those shown on Exhibit D, and shall not include U-Haul-type or other residential moving trailers.
  - c. In addition to new recreational vehicles and trailers, the outdoor storage may include recreational vehicles or trailers taken in trade at this location in conjunction with the sale of new vehicles or trailers. Leasing of recreational vehicles or trailers shall not comprise more than 15% of the revenue earned on site.
  - d. No regular outside mechanical repair may take place on the subject property nor outdoor storage of salvage vehicles or vehicle parts
  - e. No outdoor public address system may be utilized on the subject property.
  - f. The special use will also permit the outdoor storage, for sale, of new recreational boats or used boats, but only if taken in trade at this location in conjunction with the sale of new boats.
  - g. All vehicles stored on these premises and sold in Illinois, shall use the property as the point of sale for sales tax purposes, unless exempt.
  - h. Except as permitted by ordinance, no signage will be displayed on vehicles or trailers.
7. The repairs to the parking lot, as specified on the proposal from US Paving, as well as the removal of asphalt that encroaches into the required 20-foot parking setback, shall be completed no later than June 1, 2004, unless the Village Board shall approve another plan by motion.
8. The petitioner will be required to submit for an amendment to the Special Use at such time that he wishes to have any use of the 11,760 square foot southern building identified as the "masonry, steel and wood framed building" on the Existing Floor Plan and West Elevation dated January 15, 2004, (Exhibit B). This will allow for an evaluation of parking and other Code requirements for this structure.
9. The site plan shall be revised to accommodate 129 customer parking stalls, and the stalls shall be striped using the Village's looped parking stall striping. The petitioner will be required to request some form of parking relief, which can be granted by the Village Board, by motion in the future, if he wishes to reduce the number of customer parking stalls provided on the premises.
10. The displayed merchandise shall only be located within the designated display areas shown on the site plan, and that excess merchandise shall not be permitted to be stored or placed in a drive aisle or other unapproved areas of the site.
11. Barrier curb shall be provided adjacent to the pavement around the landscape islands in the parking lot.
12. There shall be no outdoor storage or display of merchandise other than recreational vehicles and trailers on the property. Items such as tires and other

parts and accessories shall not be displayed outdoors without an amendment to the Special Use.

13. A detail of the proposed trash enclosure shall be submitted to staff for review, and the enclosure shall be painted to match the color of the building;
14. The development and use of the property shall comply with all applicable State, County and Village Codes and requirements.

**LEGAL DESCRIPTION:**

That part of the southeast quarter of Section 32, Township 40 North, Range 10, East of the Third Principal Meridian, DuPage County, Illinois, described as follows: beginning at a point on the center line of Gary Avenue which is 309.24 feet south of the point of intersection of the center line of Gary Avenue and the center line of North Avenue; thence south along the center line of Gary Avenue 522 feet; thence at right angles to the center line of Gary Avenue for a distance of 618 feet; thence north at right angles to the last described line of North Avenue; thence northwesterly along the center line of North Avenue to the point of intersection of North Avenue and Gary Avenue; thence south along the center line of Gary Avenue to the place of beginning, excepting from said tract that portion thereof described as follows: beginning at the point of intersection of the center line of North Avenue with the center line of Gary Avenue and running thence easterly along said center line of North Avenue, 266.59 feet; thence southerly on a line which forms a right angle with the center line of North Avenue, 270.62 feet; thence westerly 220.62 feet to a point in the center line of Gary Avenue that is 309.24 feet south of the place of beginning, thence north along said center line of Gary Avenue to the place of beginning, all in DuPage County, Illinois.

SECTION 2: Since the Petitioner desires to proceed with sales from this location immediately, this Ordinance shall be in full force and effect immediately after its passage, and approval, and it shall subsequently be published 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 : 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

2004-03-15

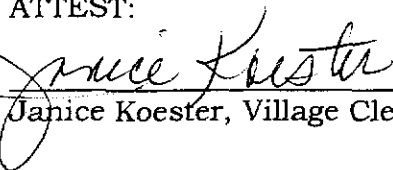
execution of said Ordinance, shall subject the owner or party in interest to the penalties set forth in Section 16-17-7, A and B of the Village of Carol Stream Zoning Code and/or termination of the special use after notice and public hearing in accordance with the procedures required by statute and the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

PASSED AND APPROVED THIS 15<sup>TH</sup> DAY OF MARCH 2004.

AYES:	5	Trustees McCarthy, Gieser, Saverino, Stubbs and Fenner
NAYS:	0	
ABSENT:	1	Trustee Shanahan

  
\_\_\_\_\_  
Ross Ferraro, Mayor

ATTEST:

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

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

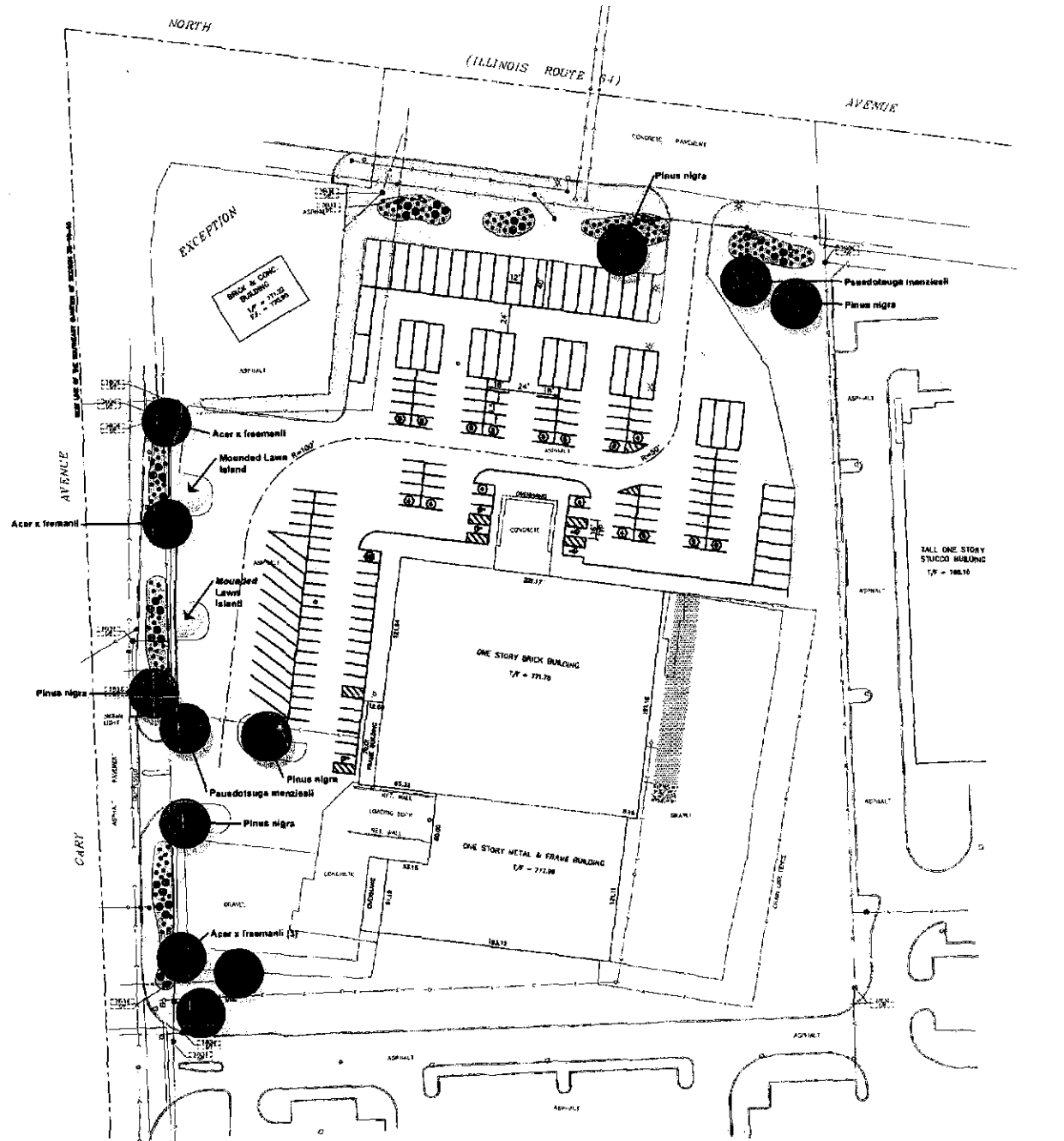
\_\_\_\_\_  
(Date)

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

LEGEND



# HOME TOWN RV SITE PLAN



SITE INFORMATION

PARKING STALLS PROVIDED

**PROPOSED PLANT MATERIAL**

**EVERGREEN TREES**

BOTANICAL NAME	COMMON NAME	SIZE
Acer x freemanii	Freemanii Maple	4" DBH
Pinus nigra	Black Pine	6" DBH
Pseudotsuga menziesii	Douglas Fir	6" DBH

**SHRUBS**

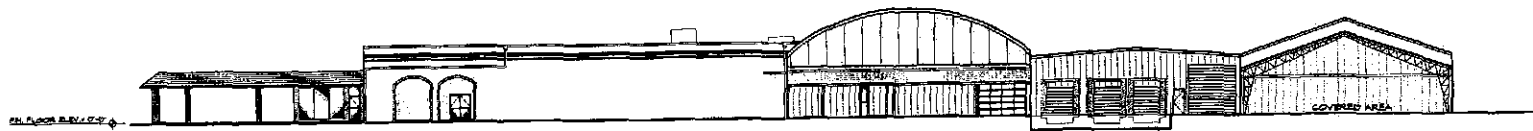
BOTANICAL NAME	COMMON NAME	SIZE
Arctostaphylos	Manzanita	2 gal.
Prunella virginiana	Black Cherry	2 gal.
Quercus macrocarpa	White Oak	2 gal.
Salix	Willow	2 gal.
Thuja occidentalis	Green Leafy Juniper	2 gal.

**ORNAMENTAL GRASSES AND PERENNIALS**

BOTANICAL NAME	COMMON NAME	SIZE
Andropogon scoparius	Scouring Rush	1 gal.
Chamaecrista	Parrot Pea	1 gal.
Coreopsis	Tickseed	1 gal.
Dracopis	Black-eyed Susan	1 gal.
Erigeron	Wild Chrysanthemum	1 gal.
Helianthus	Sunflower	1 gal.
Phlox	Flowering Phlox	1 gal.
Salvia	Sage	1 gal.
Yucca	Spiky Plant	1 gal.

Exhibit A

HOME TOWN RV 448 WEST NORTH AVENUE LOMBARD, ILLINOIS 60148 (630) 932-5555		HOME TOWN RV SITE PLAN AND LANDSCAPE PLAN
© COPYRIGHT 2004 RONCE AND ASSOCIATES, INC. ALL RIGHTS RESERVED		QRM/ONE: BY: _____ FILE: _____ PLO: BK/NO: _____ SHEET: _____ SCALE: _____ DATE: _____ JOB NO: _____ OF _____



**EXISTING WEST SIDE ELEVATION**  
SCALE 1/8" = 1'-0"

**AREA TABULATIONS**

NORTH AREA (TYPE 2 CONST)	21,660 SF
NORTH MIDDLE AREA (TYPE 3 CONST)	18,930 SF
SOUTH MIDDLE AREA (TYPE 3 CONST)	14,688 SF
SOUTH AREA (TYPE 3 CONST)	11,760 SF
<b>TOTAL EXISTING BUILDING AREA</b>	<b>67,038 SF</b>

**PROPOSED BUILDING USES**

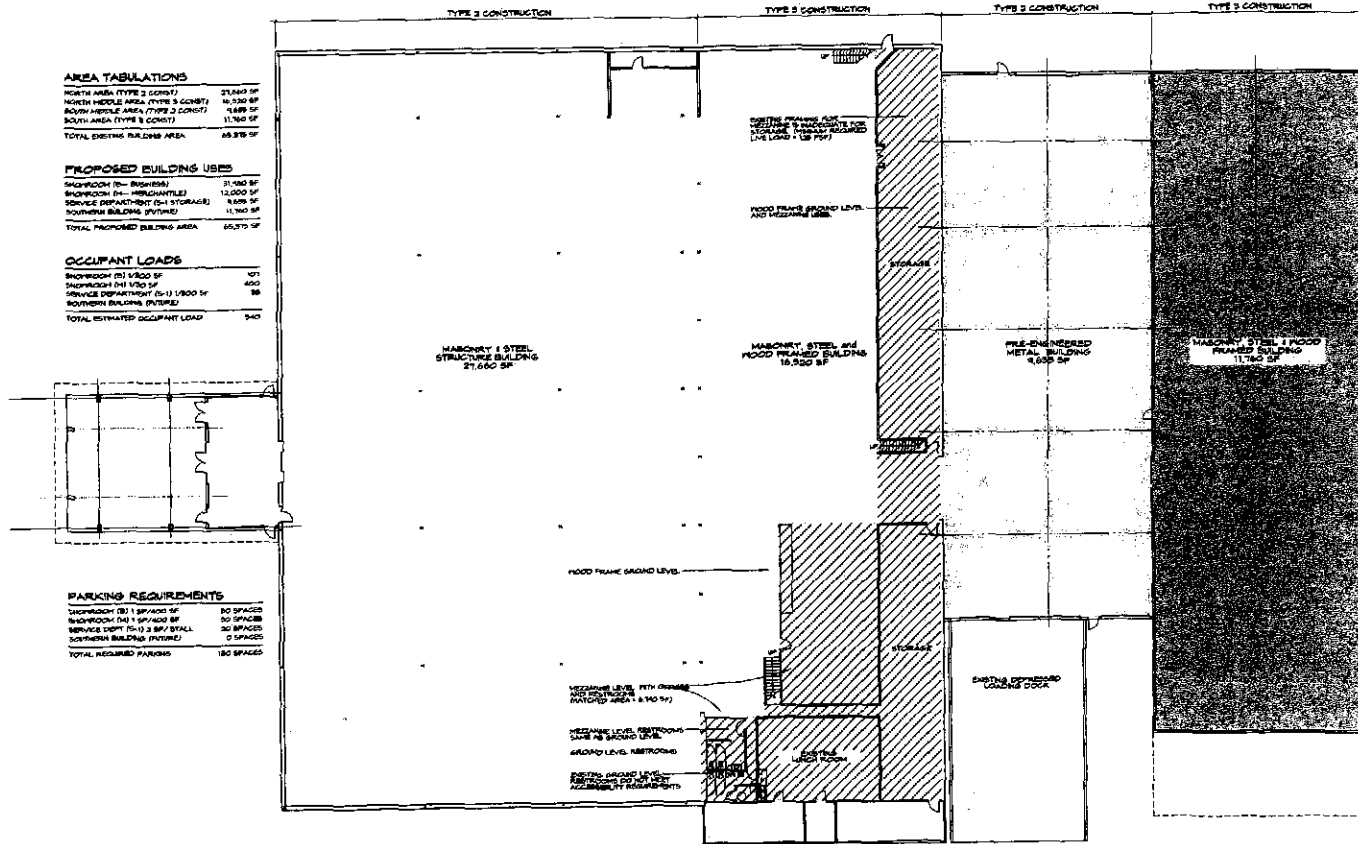
SHOPROOM (S) - BIGHOUSE	21,400 SF
SHOPROOM (M) - MERCHANDISE	12,000 SF
SERVICE DEPARTMENT (S) STORAGE	3,000 SF
SOUTHERN BUILDING (FUTURE)	11,760 SF
<b>TOTAL PROPOSED BUILDING AREA</b>	<b>48,160 SF</b>

**OCCUPANT LOADS**

SHOPROOM (S) 1/800 SF	107
SHOPROOM (M) 1/300 SF	400
SERVICE DEPARTMENT (S) 1/1,000 SF	30
SOUTHERN BUILDING (FUTURE)	
<b>TOTAL ESTIMATED OCCUPANT LOAD</b>	<b>537</b>

**PARKING REQUIREMENTS**

SHOPROOM (S) 1 SPACES SF	30 SPACES
SHOPROOM (M) 1 SPACES SF	30 SPACES
SERVICE DEPT (S) 1/2 SF/STALL	30 SPACES
SOUTHERN BUILDING (FUTURE)	0 SPACES
<b>TOTAL REQUIRED PARKING</b>	<b>90 SPACES</b>



**EXISTING FLOOR PLAN**  
SCALE 1/8" = 1'-0"

3030 Plan, 3/16/04  
 Project No. 04-000  
 To: J.A. Jones  
 1515 S. 10th St.  
 Lincoln, NE 68502  
 www.jonesgroup.com

The customer shall verify and certify to the accuracy of the information provided to the architect. The architect shall not be responsible for the accuracy of the information provided to the architect. The architect shall not be responsible for the accuracy of the information provided to the architect.

**Mechanical, Electrical, Plumbing**  
 JONES GROUP ASSOCIATES, LIMITED  
 3030 Plan, 3/16/04  
 1515 S. 10th St.  
 Lincoln, NE 68502

**CIVIL ENGINEER**  
 JONES & ASSOCIATES, INC.  
 3030 Plan, 3/16/04  
 1515 S. 10th St.  
 Lincoln, NE 68502

**EXTERIOR & INTERIOR FINISHES FOR**  
**HOME TOWN RV**  
 1395 SOUTH GARY AVENUE  
 CAROL STREAM, ILLINOIS

**PRELIMINARY DRAWINGS**

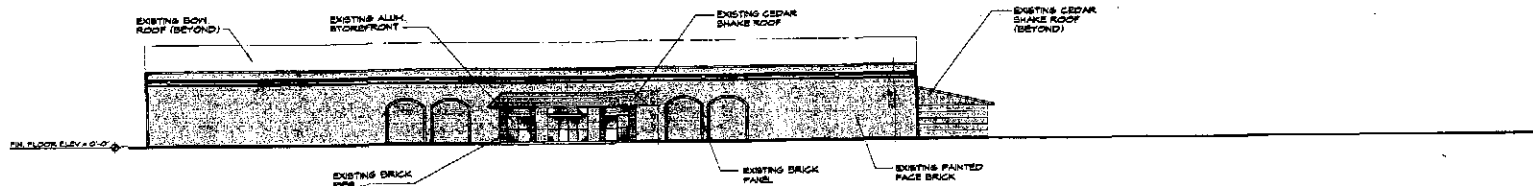
DATE	BY	CHKD BY
12-15-04	J.A.	J.A.
12-15-04	J.A.	J.A.

EXISTING FLOOR PLAN AND WEST ELEVATION

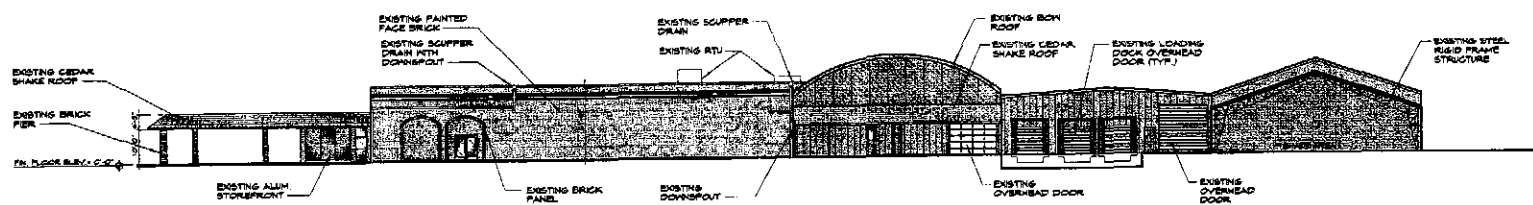
1515 S. 10th St.  
 Lincoln, NE 68502  
 J.A. Jones  
 1515 S. 10th St.  
 Lincoln, NE 68502

**A101**

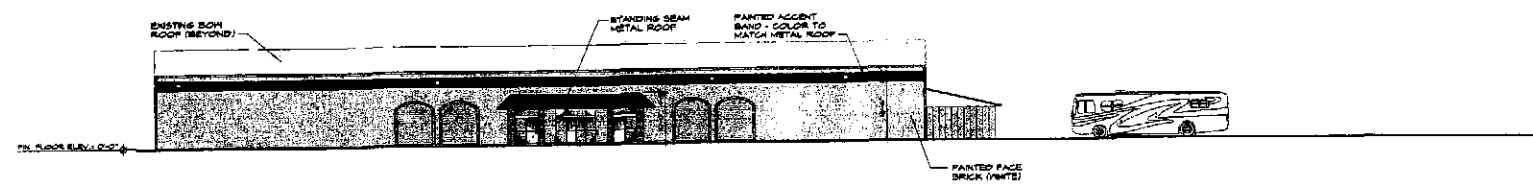
Exhibit B



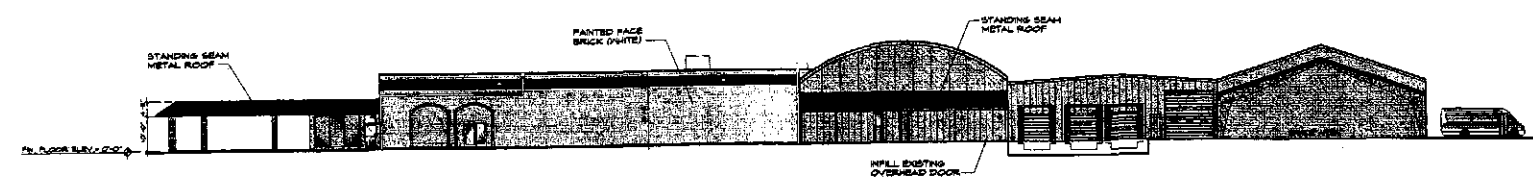
**E1** EXISTING NORTH ELEVATION (FACING NORTH AVENUE)  
SCALE 1/8" = 1'-0"



**E2** EXISTING EAST ELEVATION (FACING GARY AVENUE)  
SCALE 1/8" = 1'-0"



**E3** PROPOSED NORTH ELEVATION (FACING NORTH AVENUE)  
SCALE 1/8" = 1'-0"



**E4** PROPOSED EAST ELEVATION (FACING GARY AVENUE)  
SCALE 1/8" = 1'-0"

THE DRAWING IS THE PROPERTY OF THE ENGINEER OR ARCHITECT. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER OR ARCHITECT.	
MECHANICAL, ELECTRICAL, PLUMBING JAMES J. VONDRA, P.E. 100 W. 11th Street Peoria, Illinois 61602 (309) 692-1111 FAX (309) 692-1112	
CIVIL ENGINEER JAMES J. VONDRA, P.E. 100 W. 11th Street Peoria, Illinois 61602 (309) 692-1111 FAX (309) 692-1112	
GENERAL CONTRACTOR BARNES & VONDRA, INC. 210 SOUTH ROUTE 1 JOYNSVILLE, ILLINOIS 61601 (309) 692-1111 FAX (309) 692-1112	
REMODELING FOR 	
136 S. GARY AVENUE CAROL STREAM, ILLINOIS	
<b>PRELIMINARY DRAWINGS</b>	
ISSUE NO. 1 DATE 12-12-08 DRAWN BY JEA CHECKED BY JEA	NO. 1 DATE 12-12-08 DRAWN BY JEA CHECKED BY JEA
EXISTING AND PROPOSED BUILDING ELEVATIONS	
NO. 1 DATE 12-12-08 DRAWN BY JEA CHECKED BY JEA	
<b>A301</b>	

Exhibit C



# HOMETOWN RV

**Make Your Escape**

RECEIVED

AUG 23 2007

August 22, 2007

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

RE: Plan Commission Case #07074

Dear John,

Thank you for reviewing our submittal for approval of The Special Use Permits pertaining to our sales activity at 110 E. North Avenue.

I have forwarded your comments to our architect Michele Dauns and Landscape architect Susan Myroup for the purpose of revising our plans.

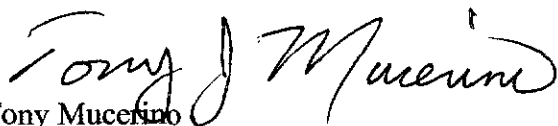
We have made significant progress in the last three years in completing our original business plan. As you know, Advantage Trailers is now functional at our location which will increase sales, overhead penetration and overall activity. Also, we have completed our purchase of the property which will allow us to finance the necessary improvements.

The delay in being able to bring Advantage Trailers on board until now in conjunction with certain unfavorable market conditions—such as fuel prices—have caused our business to advance more slowly than originally anticipated. Our ability to weather these adverse effects demonstrates our commitment to success at this location.

I am hereby requesting a one year extension of the deadline originally set to require all improvements be completed by September 15, 2007. Please schedule a time for the Village Board to review this request as our architects work to finalize a plan to comply with the corridor review. I respectfully ask the Board to recognize the progress that has been made as well as the positive impact I believe Hometown RV has made within the community.

I look forward to working with all members of the Village as we grow together.

Sincerely,



Tony Mucetino  
Owner-Hometown RV

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
A & A CASH REGISTER	CASH REGISTER RPR-POLICE	157.90	OFFICE EQUIPMENT MAINTEN	01.466.226		386128			948	00027
AMERICAN ADMINISTRATIVE	FLEX SPEND-AUGUST	200.10	EMPLOYEE SERVICES	01.459.273		13737			948	00010
B & F TECHNICAL CODE SER	PLUMB INSP'S AUG 1-15	1,020.00	CONSULTANT	01.464.253		26784	000216	P	948	00011
BAKER/DAVID G	VIDEOTAPING-8/20/07	100.00	CONSULTANT	01.465.253		082107	001714	P	948	00009
BAXTER & WOODMAN INC	TUBEWY LIFT/DESIGN 8/18	4,839.51	CONSTRUCTION	04.410.480		0126174	002360	P	948	00061
	E SYSTEM DEMO 8/18	556.95	CONSTRUCTION	04.410.480		0126175	002528	P	948	00060
		5,396.46	*VENDOR TOTAL							
CDBH PARCS II	POST OFFCR MEDICAL	125.50	EMPLOYMENT PHYSICALS	01.459.225		78302			948	00020
	HEP B BLOOD -ZOCHEBT	66.00	MANAGEMENT PHYSICALS	01.466.236		78302			948	00021
		191.50	*VENDOR TOTAL							
CITIZEN OBERSERVER LLC	ANNUAL FEE-INTERNET COMM	780.00	INVESTIGATION FUND	01.466.330		3049			948	00019
CITY COMMUNICATIONS INC	ALARM TEST-P/WKS	95.00	MAINTENANCE & REPAIR	01.467.244		27372			948	00078
CLASSIC LANDSCAPE, LTD	LT SUMMR WEED CONTRL	1,220.00	PROPERTY MAINTENANCE	01.467.272		40936	001655	P	948	00062
COBAN RESEARCH & TECHNOL	MOBIL DIGITAL CAMERA	61,250.00	OTHER EQUIPMENT	01.466.412		466	002652	P	948	00023

K-19-4-07  
 AGENDA ITEM

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
CUMMINGS/DON	MEALS DEA TRN 9/16-28	466.00	TRAINING	01.466.223		WEA TRNG			948	00074
CUSTOM SERVICE HEAT-COOL	AC REPRS FOR P/WKS BLD	118.75	MAINTENANCE & REPAIR	01.467.244		08/16/07			948	00034
DUPAGE COUNTY TREASURER	DATA PROC-JULY 07/POLICE	250.00	DATA PROCESSING	01.466.247		3826			948	00032
DUPG COUNTY CHILDREN'S C	ANNL CONTRIB CHILDRN CTR	4,000.00	INVESTIGATION FUND	01.466.330		CS001	002660	P	948	00015
EARTH TECH INC	PLUM GRV/FAIR OAK 7/27	807.07	ROADWAY CAPITAL IMPROVEM	11.474.486		421143	000276	P	948	00007
ELMUND & NELSON CO	STR LIGHT RPR-FARM GLEN	3,149.00	STREET LIGHT MAINT KNOCK	01.467.273		1707078	002477	P	948	00012
	RPL STR LIGHT-FULL/CTR	4,096.50	STREET LIGHT MAINT KNOCK	01.467.273		1707079	002472	P	948	00005
	RPL STR LIGHT-TOPEKA	2,912.00	STREET LIGHT MAINT KNOCK	01.467.273		1707081	002473	P	948	00006
	STR LIGHT RPR-GENEVA	3,160.00	STREET LIGHT MAINT KNOCK	01.467.273		1707083	002475	P	948	00013
	STR LIGHT RPR-THORNHILL	2,814.50	STREET LIGHT MAINT KNOCK	01.467.273		1707084	002474	P	948	00014
	RPL STR LIGHT-191 TUBEWY	2,544.00	STREET LIGHT MAINT KNOCK	01.467.273		1707085	002476	P	948	00004
	18,676.00		*VENDOR TOTAL							
ERYOPS BODYCRAFT INC	REPAIR FOR #651	225.00	AUTO MAINTENANCE & REPAI	01.466.212		5592			948	00029
EXAMINER PUBLICATIONS IN	CONCERT DISPLAY AD	80.00	CONCERT SERIES	01.475.288		10127817			948	00036
FEDEX	INV SUMM AUG 15	78.25	POSTAGE	01.465.229		2-205-68799	001675	P	948	00001
	INV SUMM AUG 22	111.22	POSTAGE	01.465.229		2-218-78449	001675	P	948	00002
	189.47		*VENDOR TOTAL							

Schedule of Bills

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
KPW TRUCKING INC										
	HAULING OUT DEBRI	790.00	HAULING	01.467.265		101	002543	P	948	00039
	HAULING	890.00	HAULING	01.467.265		91	002543	P	948	00037
	SAND	205.00	SAND	06.432.336		91	002543	P	948	00038
		1,885.00	*VENDOR TOTAL							
LANDMARK FORD INC										
	4-2008 FORD CRWN VICTORI	82,352.00	VEHICLES	01.466.415		4-2008 FORD CR	002617	P	949	00001
LESCO DIRECT										
	GEESE CONTROL MGMNT	9,027.84	TC MAINTENANCE & SUPPLIE	01.467.381		8CA3262C	002527	P	948	00050
LUTHERAN CHURCH OF THE M										
	JEAN BERNHOLT MEMORIAL	100.00	EMPLOYEE RECOGNITION	01.459.242		DONATION			949	00002
MAJOR CRIMES TASK FORCE										
	2007 ANNL MEMB FEE	500.00	INVESTIGATION FUND	01.466.330		07 MEMB FEE			948	00016
MC CARTHY/MATT										
	REIMB-NLC/PSCP MTR, SEPT	100.00	MEETINGS	01.452.222		NLC/PSCP MTG			948	00068
MORONI & HANDLEY PTNSHP										
	LEGAL SERV FOR JULY	1,940.00	LEGAL FEES-PROSECUTION	01.457.235		8/17/07	001669	P	948	00063
NORTHCENTER CAMERA & PHO										
	ET CAMERA MTC & EQUIP	264.65	OPERATING SUPPLIES	01.466.317		30536			948	00030
ONESTI ENTERTAINMENT COR										
	CONCERT EVNT AUG 2,9,16	6,350.00	CONCERT SERIES	01.475.288		5286			948	00081
	JUL 18,AUG 11,25, SEPT 1	3,750.00	CONCERT SERIES	01.475.288		5287			948	00082
		10,100.00	*VENDOR TOTAL							
ORR/KEVIN										
	FBINA STATE CONF-9/10-12	42.00	TRAINING	01.466.223		MEALS/TRNG			948	00051

VENDOR NAME	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P	ID	LINE
REPORT TOTALS:		591,005.09								

RECORDS PRINTED - 000089

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

**Approved:**

**Date:**

  
\_\_\_\_\_  
Joseph E. Brenig, Village Manager

8/31/07  
\_\_\_\_\_

Authorized By:

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

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

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

# AGENDA ITEM

## ADDENDUM WARRANTS Aug 217, 2007 thru Sept 4, 2007

K-2 9-4-07

Fund	Check #	Vendor	Description	Amount
General	A C H	Oak Brook Bank	Payroll July 30, 2007- August 12, 2007	446,162.48
Water & Sewer	A C H	Oak Brook Bank	Payroll July 30, 2007- August 12, 2007	35,642.85
General	A C H	Ill Funds	Dupage Water Commission - July 2007	<u>169,011.21</u>
				<u>650,816.54</u>

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2007

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

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