Village of Carol Stream

BOARD MEETING AGENDA

DECEMBER 19, 2005

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

- **B.** MINUTES: Approval of the Minutes of the December 5, 2005 Meeting.
- C. AUDIENCE PARTICIPATION & PUBLIC HEARINGS:
- D. SELECTION OF CONSENT AGENDA:
- E. BOARD AND COMMISSION REPORTS:

1. PLAN COMMISSION

 a. #05151 – Lakewood Homes, Fisher Farm Property, North Side of North Avenue West of Gary Avenue

Rezoning (Upon Annexation)

Special Use Permit - Planned Unit Development

Preliminary PUD Plan

Preliminary Plat of Subdivision

RECOMMEND APPROVAL SUBJECT TO CONDITIONS (4-3).

Request for zoning and subdivision approvals for a 59-acre mixed use development consisting of 270 townhomes and 11 acres of commercial development.

The Village Board's motion must include the condition that approval is subject to the Village Attorney's review of technical matters.

F. OLD BUSINESS:

1. Village Response to DuPage County's Request for Comments Regarding ZBA Case No. 5164-05, A request for Approval of a Conditional Use for a Religious Institution at 28W100 St. Charles Road.

The Village has received additional information regarding the proposed development of the 5.66-acre property east of Benjamin School. Staff recommends the Village modify its position regarding the petitioner's request.

G. STAFF REPORTS & RECOMMENDATIONS:

1. Carol Stream Community Education Center – Year-End Report.

College of DuPage-Community Education Center Advisory Committee Yearend report on programs and services.

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- 2. Approval of Grant Agreement with the Illinois Department of Natural Resources (IDNR) Conservation 2000 (C2000) Grant.

 This is an agreement between the Village of Carol Stream and IDNR for a C2000 Grant.
- 3. Request to Purchase Two Plow Trucks.

 The Public Works Department recommends the purchase of two large plow/salting trucks from Prairie International Truck, Inc.
- 4. Aware of Contract 2006 Summer in the Center Carnival. Aware of contract for 2^{nd} year of a 4 year agreement to Alpine Amusement Company.

H. ORDINANCES & RESOLUTIONS:

1.	Ordinance No	Authorizing the Execution of an Annexation Ilein Creek Subdivision).
2.		Annexing Certain Property to the Village of anty, Illinois (Lakewood at Klein Creek
3.		Rezoning Property from OR Office Research sidence District and B-2 General Retail District Subdivision).
4.		Approving a Special Use Permit for a Development (North Side of North Avenue West
5.	Resolution No	Approving a Preliminary Plat of Subdivision are West of Gary Avenue).
6.		Objecting to the Approval of Conditional Uses torage Facility at 24W349 St. Charles Road.

Village of Carol Stream

BOARD MEETING AGENDA

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A formal Village response with comments to DuPage County regarding the proposed development of the 1.83-acre property on the south side of St. Charles Road east of Schmale Road.

I. NEW BUSINESS:

- 1. Request from Duke Construction to Appeal the Decision of the Plan Commission Denying Duke's Proposed Gary Avenue Master Plan for the Property at 121-131 E. North Avenue.

 Duke needs approvals of a Final Plat of Resubdivision, rezoning from I Industrial District to B-3 Service District, and Gary Avenue Master Plan for a proposed subdivision to create two 0.6-acre commercial lots on the east side of Gary Avenue north of North Avenue. The Plan Commission, which has the approval authority to Gary Avenue Corridor Review, denied the
- 2. Appointment of Village Treasurer.

 Recommendation for the appointment of Anthony Dean Manzzullo as Village Treasurer.
- 3. Parking Commerce Drive.

 Request from AFI Industries for consideration of parking restrictions on Commerce Drive.
- 4. Village Manager Employment Agreement. *The current agreement expires December 31, 2005.*

J. PAYMENT OF BILLS:

- 1. Regular Bills:
- 2. Addendum Warrant:

proposed Master Plan.

K. REPORT OF OFFICERS:

- 1. Mayor: January Meeting Dates.
- 2. Trustees
- 3. Clerk:

Village of Carol Stream BOARD MEETING AGENDA

DECEMBER 19, 2005

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

4. Treasurer's Report: Revenue & Expenditure Statement and Balance Sheet, Month End, November 30, 2005.

L. EXECUTIVE SESSION:

1. Pending Litigation.

M. ADJOURNMENT:

LAST ORDINANCE: 2005-12-61 LAST RESOLUTION: 2163

NEXT ORDINANCE: 2005-12-62 NEXT RESOLUTION: 2164

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

November 28, 2005

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

Chairman John Bentz called the Regular Meeting of the Combined Plan Commission / Zoning Board of Appeals to order and directed the roll to be called.

Present: Commissioners Vora, Spink, Weiss, Michaelsen, Hundhausen, Sutenbach &

Bentz

Absent: Recording Secretary Progar Also Present: Village Planner Don Bastian

MINUTES:

Commissioner Michaelsen moved and Commissioner Sutenbach made the second to approve the Minutes of the Meeting of October 24, 2005 with the addition of Commissioner Vora's entry at 8:00 p.m. The results of the roll call vote were:

Ayes: 5 Commissioners Vora, Weiss, Michaelsen, Sutenbach &

Bentz

Nays: 0

Abstain: 2 Commissioners Spink and Hundhausen

Absent: 0

PUBLIC HEARING:

#05277: W D Partners/Bonnie Martina, 860 W. Army Trail Road

Planned Unit Development – Minor Modification

Variation - Sign Code

Bonnie Martina, 816 Washington Boulevard, Oak Park, IL was sworn in as a witness in this matter. Ms. Martina said that she is representing BP Amoco and they are looking to add a Wild Bean Café to their existing store at 860 Army Trail Road. Part of the renovation would include completely redoing the inside of the store. In order to include the Wild Bean Café they will need additional storage which would require the requested minor modification to the PUD to add an 80 sq. ft. addition to the side of the building. The addition will be 8 ft. x 10 ft. constructed of the same brick as the building and will conform to all codes. There is also a request to add a sign for the Wild Bean Café oval on the front of the building facing Army Trail Road and on the façade facing County Farm Road and on the front of the addition. They would also like to change the graphics on the existing sign to show the logo of the Wild Bean Café. As a part of the remodel they would like to remove a portion of the canopy that is directly in front of the building to allow more light.

There were no comments or questions from those in attendance at the call for public hearing. Mr. Bastian said the Applicant, on behalf of BP Amoco, is requesting approval of a minor modification to an approved Final PUD Plan and a Sign Code Variation to allow for proposed changes to the existing BP Amoco gas station and convenience store at 860 W. Army Trail Road. As indicated in her cover letter dated October 20, 2005, Ms. Hager indicates that BP Amoco is planning to incorporate the Wild Bean Café offering into the existing store. To accommodate the Wild Bean Café, several changes are being proposed to the site.

Specifically, BP Amoco is planning to 1) construct an 80 square foot addition to the east side of the building, 2) remove a portion of the existing canopy structure, and 3) install new signage on the building. The proposed changes will require approval of a minor modification to the Final PUD Plan for the site and a Sign Code Variation. For reference purposes, Section 16-16-5(B)(2)(a) of the Zoning Code provides direction regarding how to process requests for modifications to approved PUD Plans, as presented below:

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

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

In this particular case, the two proposed changes to the site are the construction of an eight by ten foot addition to the east side of the building and a reduction in the size of the existing canopy that covers the fuel pump area and the space between the pumps and the convenience store building. The proposed change to the canopy can be seen by comparing the existing site plan, Sheet EX 1.0 (Exhibit A) to the proposed site plan, Sheet EX 2.0 (Exhibit B). Both plans show the proposed eight by ten foot addition on the east side of the building. The purpose for the 80 square foot building addition is to provide a dry storage area in support of the expanded store operations, specifically including the proposed Wild Bean Café.

In review of the canopy modification, staff notes that the proposal is to remove about 2,700 square feet of existing canopy area. BP wishes to make this change in order to open up the view of the front of the store and allow more light to enter the area. Staff has no objections to the proposed canopy modifications.

In review of the request for an eight by ten foot addition to the east side of the building, the exterior elevation plan, Sheet A.2.1 (Exhibit C) indicates that the same brick material used in the construction of the original building will be used in the construction of the addition. The addition will comply with all applicable setbacks and other Zoning Code standards, and the addition will comply with all applicable Building Code standards.

With respect to the request for minor modifications to the approved Final PUD Plan, staff finds the changes to be in keeping with the intent of the original approved plan. As such, we recommend approval of the minor modifications to allow for the reduction in the size of the existing canopy and for the construction of an eight by ten foot addition on the east side of the existing building.

Sign Code Variation:

With the introduction of the Wild Bean Café into the convenience store, BP wishes to modify the existing building signage to include their typical oval Wild Bean Café signs. As shown on Exhibit D-1, BP plans to add a Wild Bean Café sign to the front side of the building facing Army Trail Road. As this sign will represent the only wall signage on this façade of the building, it will comply with the 10% façade area size allowance. BP also plans to add the Wild Bean Café sign to the west side of the building facing County Farm Road, as seen on Exhibit D-3. Again, this sign is permitted, as it will comply with the maximum area requirement. The proposed sign that requires approval of a variation is the Wild Bean Café sign that would be located on the north wall of the new building addition.

In accordance with the language provided in the Sign Code, staff has made the interpretation

that since the new building addition on the east side of the building will be set back a significant distance from the front wall of the existing building, a new façade will be created. The Sign Code allows a façade to have signage in an amount equal to a percentage of the total area of the façade. In the business districts, signage area is allowed to measure up to 10% of the area of a façade. As seen on Exhibit D-2, BP Amoco is proposing to install an oval Wild Bean Café sign on the north wall of the new addition. With the area of the north wall being 91 square feet, and the area of the proposed Wild Bean Café sign being 11.6 square feet, the proposed sign will equal 12.7% of the area of the façade upon which it will be installed, which exceeds the 10% façade coverage allowance. In support of the request, the applicant states that the sign is needed to alert motorists that the Wild Bean Café is part of the convenience store operation, and that a smaller sign might not be visible to motorists.

The minor modification to the approved Final PUD Plan and the Sign Code Variation request are both related to improvements that BP Amoco is proposing to make to the property. Since the minor PUD Plan modifications are in keeping with the intent of the original plan, and the Sign Code Variation is of a small degree, staff can support both requests.

Staff recommends approval of the minor modifications to the Final PUD Plan and the Sign Code Variation, subject to the following conditions:

That the required permits for the building addition and signage be obtained;

That the brick used in the building addition match the brick used in the existing building;

That the site plan modifications and signs be constructed and installed in conformance with the attached exhibits; and

That the construction of the improvements and operation of the business shall comply with all state, county and village codes and requirements.

Commissioner Weiss asked if both the signs on D-2 and D-3 will face County Farm Road and it was determined that one sign will face County Farm Road and the other will face Army Road. The sign on the new façade will face Army Trail Road.

Commissioner Michaelsen asked if there will be a seating area in this facility as there are none on the plans and it was stated that there will not be a seating area.

Chairman Bentz agreed that this is a minor variance and it obviously important to have the exposure on Army Trail Road.

Commissioner Weiss asked if there will be any additional outdoor storage and was told no.

Commissioner Spink moved to approve the minor modifications to the PUD plan in accordance with the conditions in the staff report. Commissioner Weiss made the second. The results of the roll call vote were:

Ayes: 7 Commissioners Vora, Spink, Weiss, Michaelsen, Hundhausen,

Sutenbach and Bentz

Nays: 0

Commissioner Hundhausen moved and Commissioner Michaelsen made the second to approve the variation to the sign code subject to the conditions noted in the staff report. The results of the roll call vote were:

Ayes: 7 Commissioners Vora, Spink, Weiss, Michaelsen, Hundhausen,

Sutenbach and Bentz

Nays: 0

#05291: Kieffer & Co., Inc., 105 Stark Drive

Variations - Sign Code

Erica Ivy, 585 Bond Street, Lincolnshire, IL was sworn in as a witness in this matter. Ms. Ivy said that the request is for a 31.7 sq. ft. menu board and an 8.46 sq. ft. pre sell board at Taco Maker and Jakes over the Top, 105 Stark Drive. The code allows 25 sq. ft. menu board, but since there are two businesses here and there is not enough room on the allowed sign to get all of the product lists on there.

There were no comments or questions from those in attendance at the call for public hearing. Mr. Bastian said that the applicant is requesting variations in accordance with Sections 6-11-17(H) and 6-11-17(H)(1) of the Carol Stream Sign Code, to allow two ground menu board signs as opposed to one as permitted, for the signs to exceed six feet in height, and for the larger of the two signs to exceed the 25 square foot maximum area for a menu board.

In March of 2004, the Plan Commission and Village Board approved the various development requests for the 1,850 square foot Taco Maker Restaurant to be constructed at 105 Stark Drive, on an outlot to the Aldi grocery store property. The restaurant is currently under construction. At this time, Taco Maker representatives are attempting to finalize their signage for the business. In working with Community Development Department staff regarding their proposed signage, Taco Maker is hoping to install menu board signs, associated with the drive-up window operation, that exceed several standards of the Sign Code. Specifically, Taco Maker is requesting to have two menu board signs as opposed to one as permitted, they are requesting that the larger menu board sign exceed the maximum 25 square foot sign area, and they are requesting that both signs exceed the six foot maximum sign height. As such, the applicant is requesting variations in accordance with Sections 6-11-17(H) and 6-11-17(H)(1) of the Sign Code to allow the proposed menu board signage.

As seen on the Sign Plan (Exhibit A) and Sign Detail Plan (Exhibit B), Taco Maker is proposing to install a menu board and pre-sell board in conjunction with the drive-up window service operation of the restaurant. Exhibit A shows the location of the proposed pre-sell board and menu board, which are shown to be between the drive-up lane and the restaurant building. The pre-sell board would advertise specials or specific items that Taco Maker wishes to make its customers aware of, while the menu board would contain all of the restaurant menu offerings. The ordering point for drive-up customers would be immediately in front of the menu board.

The applicant is requesting three specific variations for the drive-up window signage as proposed. The first variation being requested is to have two menu board signs as opposed to one such sign as is permitted by the Sign Code. The second variation is to allow the larger menu board sign to be approximately 32 square feet in area as opposed to 25 square feet, as permitted by the Sign Code. The third variation is to allow both signs to be taller than the six foot maximum stipulated in the Sign Code, as the pre-sell board is proposed to be 6.5 feet in height, and the menu board is proposed to be 6.25 feet in height.

In evaluating the requested variations, it is important to note that Carol Stream has approved similar variations for other fast food restaurants in the past. Most recently, in 2002, the Plan Commission approved variations to allow the menu board at Culver's Restaurant to measure 48.9 square feet in size, as opposed to 25 square feet as permitted, and for the menu board to measure 7.5 feet in height as opposed to 6 feet as permitted. Also, in 2000, the Plan Commission approved variations for the Kentucky Fried Chicken on County Farm Road very

similar to the requests being made by Taco Maker. Specifically, KFC requested approval to have both a menu board and a "preview" board, they requested height variations to allow the menu and preview boards to measure 7.5 and 6.6 feet in height, respectively, and they requested approval to allow the menu board to be 47.75 square feet in area.

In comparing the requests by Taco Maker to Culver's and KFC, the Taco Maker requests are of a lesser degree in all cases. Further, in approving the previous similar requests, it would seem that the Plan Commission believes that variations from the Sign Code requirements to allow larger menu boards are warranted, because they allow for quicker and more efficient drive-up window service operation. The only potential concern that staff has regarding the menu and preview board signs is the visibility of the signs from Gary Avenue. However, the Gary Avenue Corridor regulations do not prohibit or otherwise regulate the location of signage, and we note that the degree of the variations being requested is relatively small. As such, when the proposed landscape materials are taken into consideration, staff believes that the preview and menu board signs will have a limited aesthetic impact on the view of the site as seen from Gary Avenue.

The requested variations involve the menu board and pre-sell board signs, located adjacent to the drive-up lane, which are designed to enhance the efficiency of the drive-up operation. Due to the expanding number of menu choices available at fast food restaurants today, larger menu boards are becoming increasingly necessary. The Village has granted similar requests in the past, and as such, the petitioner's request seems reasonable.

Staff recommends approval of the three Sign Code Variation requests, subject to the following conditions:

That the required landscape materials be installed in the areas around the menu and pre-sell board signs;

That the signs be installed in conformance with the height and area shown on Exhibit B;

That the entrance and drive-thru entrance signs shall not exceed 30 inches in height;

That the applicant shall obtain the required permits for all signs; and

That the proposed signs shall comply with all state, county and village codes and requirements. Chairman Bentz commented that there is precedent for these types of variances so there is no problem with granting these variances.

Commissioner Michaelsen moved and Commissioner Hundhausen made the second to approve the sign code variations with the recommendations of staff. The results of the roll call vote were:

Ayes: 7 Commissioners Vora, Spink, Weiss, Michaelsen, Hundhausen,

Sutenbach and Bentz

Navs: 0

#05305: Victory Movers, Inc., 140 Fullerton Avenue

Special Use Permit – Outdoor Activities and Operations

James Lea, General Manager of Victory Movers, Inc. 2449 Meadows Edge Lane, Carpentersville, IL was sworn in as a witness in this matter. He explained that the company is now based in Villa Park and is looking for a bigger location in Carol Stream. There are eight delivery trucks and the location they would like to move to only have three delivery docks so they are requesting outdoor storage for five spaces to park the trucks in the lot.

Mr. Bastian said that Victory Movers, Inc., currently operating in Villa Park, is planning to occupy 33,481 square feet of space in the approximate 85,000 square foot building at 140 Fullerton Avenue for use in their local household goods moving and delivery company. The main focus of

the business involves the distribution of cabinets throughout the Chicagoland area. As part of the business, Victory Movers requires the ability to park up to 10 straight box trucks outdoors on the property. Since the regular outdoor parking of vehicles at a location other than a truck dock is considered an outdoor activity or operation, the applicant is requesting a Special Use Permit in accordance with Section 16-10-2(B)(14) of the Carol Stream Zoning Code to allow for the outdoor truck parking.

The building at 140 Fullerton Avenue contains three tenant spaces. As you may recall, in August of this year, the Village Board adopted Ordinance 2005-08-46, which approved a Special Use that allowed one of the building tenants, McCollister's Transportation Systems, Inc., to park up to three vans, four tractors, and eight trailers outdoors on the property. In approving the request, the Plan Commission and Village Board felt that the property was well suited to the outdoor van, tractor and trailer parking based upon the facts that there was adequate room on the property and that the truck parking area was screened with an existing eight-foot tall wooden fence.

Screening and Parking:

In review of Special Use Permit requests for outdoor activities and operations in the form of outdoor truck parking, the factors that typically require the most detailed evaluation by staff are the screening of the proposed truck parking and the adequacy of available parking for both employee vehicles and the trucks. With respect to the screening concern, Section 16-10-1(C) of the Industrial District Zoning Code states, "Unless specifically permitted, all business, processing, storage and all other activities and operations shall be conducted within completely enclosed buildings. If permitted as a special use such operation or activity shall be screened by a fence." In this case, the property at 140 E. Fullerton is well suited for outdoor truck parking, as a solid eight-foot tall wooden fence exists along the north, south and east property lines. There are also five maturing evergreen trees just to the north of the fenced area which help block the view of parked trailers for the limited viewing angle from Gary Avenue in which it is just barely possible to see back to the trailer parking area. Due to the trees, the fence, and the fact that the proposed truck parking area is located at the southeast corner of the building, the trucks will not be visible from Gary Avenue. As such, staff believes that the screening of the trucks will be acceptable.

The other primary factor that staff evaluates for outdoor truck parking requests is the adequacy of available parking on the property, both for the trucks and for employee vehicles. The table below provides a breakdown of the use of space in the building and the corresponding required number of parking spaces.

Use of Space Area of Use		Code Requirement	Spaces Required	
Tenant Space A				
Office 1,020 s.f.		1 space for each 250 s.f.	4.1	
Warehouse 25,833 s.f.		4/1 st 1,200 s.f., then 1/1,500 s.f.	20.4	
Victory Movers				
Office	2,246 s.f.	1 space for each 250 s.f.	8.9	
Warehouse 31,235 s.f.		1 space for each 1,500 s.f.	20.8	
McCollister's				
Office	855 s.f.	1 space for each 250 s.f.	3.4	
Warehouse 20,396 s.f.		1 space for each 1,500 s.f.	13.6	
		Total Parking Required:	71	
		Total Parking Provided:	76	

As seen in the table, the Zoning Code requires 71 parking spaces to serve the tenants based upon the use of space in the building. The site plan indicates that 76 parking spaces are available to serve employees and visitors of the facility, which exceeds the number of spaces required by the Code. We note that the 76 available spaces are separate from the spaces that are currently used for McCollister's outdoor parking and Victory Movers proposed outdoor parking. The site plan indicates the locations at which McCollister's has approved outdoor parking (as indicated by an "M"), as well as where Victory Movers is requesting approval to park their trucks outdoors (indicated with a "V"). As seen on the site plan, there are more than enough spaces on the property to meet the Zoning Code parking requirement, and there is also adequate room for the outdoor vehicle parking for McCollister's, as approved, and Victory Movers, as requested.

Special Use:

In review of this request, staff has considered both operational and aesthetic factors. From an operational standpoint, the site is well designed to accommodate truck traffic within the fenced area, and on-street truck maneuvering on Fullerton Avenue is not necessary. Adequate space is also available on the property for the outdoor parking of the vans and trucks without sacrificing employee or visitor parking spaces. Further, staff is not aware of any problems resulting from the outdoor truck parking that has previously been approved for this property. From an aesthetic standpoint, the location of the truck parking area on the site, in addition to the eight-foot tall fence and the existing mature landscaping, all combine to provide adequate screening of the proposed outdoor parking. The only aesthetic concern that staff has involves the condition of the fence, and staff will be recommending that the damaged sections of the fence be repaired as a condition of approval.

Based upon the information discussed, staff believes that the Special Use to allow for the outdoor parking of 10 trucks is reasonable, provided that the fence and landscaping are maintained in good condition to ensure proper screening of the outdoor activity.

Staff recommends approval of the Special Use request for the outdoor parking of three vans, four tractors and eight trailers, subject to the following conditions:

That the outdoor parking be limited to 10 trucks, and that any request to increase the number of trucks to be parked on the site in the future would require an amendment to the Special Use; That the damaged sections of fence shall be repaired and maintained in good condition; and That the operation of the facility and maintenance of the site must comply with all state, county, and village codes and requirements.

Commissioner Weiss asked if there will be ten trucks there at all times, or is this a maximum number and there will be less during the course of the day depending upon deliveries. Mr. Lea said that there would be less during the daytime, but generally they will be there overnight and on weekends.

Commissioner Hundhausen asked if the petitioner agreed with the conditions set out by staff and was told yes.

Commissioner Michaelsen asked how long the straight trucks are and was told that they were between 26' to 32' in length and in response to the question noted that they do have the company name on them.

Chairman Bentz said that this type of request has been approved for the neighbors so there is precedent for outdoor parking in this area.

Commissioner Weiss moved and Commissioner Hundhausen made the second to recommend approval of a special use permit for outdoor activities and operations in accordance with staff recommendations. The results of the roll call vote were:

Ayes: 7 Commissioners Vora, Spink, Weiss, Michaelsen, Hundhausen,

Sutenbach and Bentz

Nays: 0

The petitioner was reminded that this matter will be heard by the Village Board at their meeting on December 5, 2005 and was advised to attend that meeting.

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

Ayes: 7 Commissioners Vora, Spink, Weiss, Michaelsen, Hundhausen,

Sutenbach and Bentz

Nays: 0

PRESENTATION:

#05172: Duke Construction, 121-131 E. North Avenue

Subdivision - Final

Gary Avenue Corridor Master Plan

Joanna Vargas, Development Services Manager, Duke Realty, Joe Voet, Sr. Vice President of Duke Realty, Richard Chen, owner of Lighting Direct, Dave Cross, construction director of Duke Realty and Jamie Bonnevier, construction manager.

Ms. Vargas reviewed the issues, saying that this development is at the corner of North Avenue and Gary Avenue and is currently under construction with Lighting Direct's warehouse facility which will include a show room. The site is approximately 10.5 acres and they are requesting to re-subdivide this into three lots. Proposed Lot 1 will have the warehouse facility, proposed Lot 2. is south of the existing Car Quest facility and is currently under contract with Mid - West Development for the development of a NAPA retail store and proposed Lot 3 is just north of the existing Car Quest facility and would be owned by Lighting Direct. They are requesting the Resubdivision and also approval of the North Avenue/Gary Avenue Corridor Master Plan. If this subdivision is approved they will be able to develop both of the sites for commercial use and in regard to the first condition of the staff report which is "That ingress-egress easements must be provided to the benefit of all properties, including Car Quest and Fannie May." Ms. Vargas said that they will provide cross access easements through proposed Lot 3 and proposed Lot 2 and are shown in the subdivision plat and will benefit all property owners including Car Quest and Fannie May, if in the future they decide to connect to the cross access easements. The second condition of the staff report is "that access to the northerly lot must be constructed in such a way so as to accommodate traffic destined to all four commercial properties." Ms. Vargas said that the access to the north lot, which is proposed Lot 3, will be via the full access to the Lighting Direct property and it will have a shared access so the developer of that lot, which will be Lighting Direct will have access through that access. These accesses will also be designed for the possibility of all three lots and possibly Fannie May, eventually connecting to the common cross access easement which would allow everyone to have access there or to the right in / right out through the proposed Lot 2. In regard to condition # 3, "Development of the new lots must be designed in such a way so as to allow for the future interconnection with the Car Quest and Fannie May lots, which would include providing a drive aisle stubbed to the common lot lines, as well as granting a construction easement in the event Car Quest or Fannie May wishes to connect to said drive aisle. The Master Plan must be revised to show the drive aisles stubbed to the property lines." Ms. Vargas said that they will do that and revise the Master Plan. In regard to condition #4, "Whenever either lot is developed, the developer must coordinate with the Car Quest and Fannie May owners, as appropriate, to notify them of the availability to interconnect the properties if they so wish." Definitely the owners of the lots and Lighting Direct, will coordinate with Fannie May and Car Quest accordingly, if the wish to connect to the cross access easement.

Mr. Bastian said that this report serves as an addendum to the report that was presented to the Plan Commission at the October 10, 2005, meeting. Recall that at that meeting, Duke Construction was requesting approval of Gary Avenue Corridor Master Plan, Final Plat of Subdivision, and Rezoning from I Industrial District to B-3 Service District for properties generally located at the northeast corner of Gary Avenue and North Avenue. At that meeting, by a 6-0 vote, the Plan Commission recommended approval of rezoning the two proposed 0.6acre outlots from I Industrial District to B-3 Service District. Also at that meeting, the Plan Commission voted 6-0 to continue the requests for Gary Avenue Corridor Master Plan and Final Plat of Subdivision. These requests were continued to give the applicant additional time to investigate whether a land swap of proposed Outlots 2 and 3, between Lighting Direct and Duke Construction, could be accomplished, in an attempt to improve the vehicular access opportunities for Lot 2, which is immediately south of the existing CarQuest auto parts store. At this time, the applicant is requesting approval of the Garv Avenue Corridor Master Plan and the Final Plat of Subdivision. No further action regarding the rezoning request is necessary by the Plan Commission, as the Commission recommended approval of the rezoning at the October 10, 2005, meeting.

In her letter dated November 11, 2005, and as corroborated in the attached letters from Alan Marks (Midwest Development) and Richard Chen (Lighting Direct), Johana Vargas of Duke Construction explains that the ownership transfer of proposed Outlots 2 and 3 is not possible. Alan Marks of Midwest Development, the firm that will be constructing the Napa auto parts store, has stated that Napa does not wish to locate on proposed Outlot 3, as they are not open to an access configuration that only allows for access through an adjoining property. Napa has stated that if they cannot build on proposed Outlot 2, then they will pursue construction of a store on an identified site outside of Carol Stream. Also, as seen in the letter from Richard Chen of Lighting Direct, Lighting Direct wishes to maintain ownership of proposed Outlot 3. Based upon these factors, the land ownership exchange is not a viable option for rectifying the access concerns of Village staff.

Unfortunately, given the positions of Midwest Development and Lighting Direct, the Village is not in a position in which it can compel the resolution of this matter so as to bring about a full access configuration for all of the outlots along Gary Avenue. As a result, staff recommends that the best possible access and traffic circulation patterns be provided, taking the known constraints into consideration.

Gary Avenue Master Plan:

The Gary Avenue Master Plan shows retail development of proposed Outlots 2 and 3, with parking stalls, building footprints, and access locations shown. The level of detail shown is acceptable for a Gary Avenue Corridor Master Plan. However, staff notes that the Master Plan only shows a connection between the northerly lot and the CarQuest site. The Plan should be revised to show cross connections through the parking lots of all four outlots along Gary Avenue. In making this recommendation, it is important to keep in mind that the Master Plan is just that - a *plan* that is intended to reflect the optimal development expectations of the Village. In this way, the Village can utilize the plan in the future when working with developers, to demonstrate that the Village has expectations with respect to the access issue, for the development of property along Gary Avenue.

Final Plat of Subdivision:

The Final Plat of Subdivision shows cross access easements across Lots 2 and 3, which will leave open the possibility of cross access across the CarQuest and Fannie May properties in the future. The Community Development and Engineering Services Department staffs have reviewed the Final Plat of Subdivision, and we note that cross access easement language needs to be added to the Plat. The Engineering Services Department also notes that additional storm water easements may be necessary, and that the access configurations and locations will ultimately require the approval of the DuPage County Department of Transportation.

RECOMMENDATION

Because access opportunities will be less than optimal among the four small commercial properties along Gary Avenue, and because Duke did not heed staff's repeated recommendations that vehicular access should have been carefully planned at the time of review of the Lighting Direct project, we do not find the proposed access design to be "mutually agreeable", and staff cannot support the applicant's requests for Gary Avenue Corridor Master Plan and Final Plat of Subdivision. These factors notwithstanding, it must be understood that the Village would prefer to see commercial development take place on the proposed outlots. As such, if the Plan Commission and Village Board are ultimately inclined to approve Duke's requests, staff suggests that the following conditions be included:

That ingress-egress easements must be provided to the benefit of all properties, including CarQuest and Fannie May;

That access to the northerly lot must be constructed in such a way so as to accommodate traffic destined to all four commercial properties;

Development of the new lots must be designed in such a way so as to allow for the future interconnection with the *CarQuest* and *Fannie May* lots, which would include providing a drive aisle stubbed to the common lot lines, as well as granting a construction easement in the event *CarQuest* or *Fannie May* wishes to connect to said drive aisle. The Master Plan must be revised to show the drive aisles stubbed to the property lines; and

Whenever either lot is developed, the developer must coordinate with the *CarQuest* and *Fannie May* owners, as appropriate, to notify them of the availability to interconnect the properties if they so wish.

Commissioner Weiss asked if there will be a cross access easement through Lot 3, through Car Quest and through to Lot 2? Ms. Vargas said that they are providing cross access through proposed Lot 3 and proposed Lot 2. They do no have control over Car Quest at this point, but they are agreeing to add wording that will benefit Car Quest and Fannie May, that eventually, if they want to tap into the other cross access, the language will exist on the subdivision plat will permit vehicular access to cross all of the lots. At this point they are not providing the easements through the existing Car Quest facility. In response to the question, right now, all of Lot 2 will a right in/ right out access and Lot 3 will have the full access at Gary through the main entrance. It was determined that these proposed cross access easements are written in as easements and may not be developed for some time.

Commissioner Sutenbach asked the reason why Lot 2 and Lot 3 cannot be swapped for the development and it was stated that NAPA and MidWest Development have a contract that would be void able if the change was made. NAPA also wants direct access and not through The Lighting Direct property. Commissioner Sutenbach said that this is disappointing and it would solve a lot of problems if it was not to be a competing use.

Commissioner Michaelsen asked if this is approved and NAPA does build, is there any recourse by Car Quest and Mr. Bastian said that there is nothing the Village can do to stop competitive development. CarQuest has stated that they will definitely not allow cross access to a competitive use. Commissioner Michaelsen asked if the new development will be at the same elevation grade or will there be slope problems. Ms. Vargas responded that the final detail engineering plans have not been done, but the grades are similar in nature and will allow the alignment of the drive aisles to make this work. She said that there will be some slope issues to make it work, but the won't be tremendous. Commissioner Michaelsen asked if there will be any stormwater issues with have this much pavement put down and it was stated that the stormwater detention for the subdivided lots are provided on the DuPage County Stormwater Management property just north of the site and proposed Lot 2 will be graded to allow flow to that area as well.

Mr. Bastian stated that anything that gets built on Lots 2 or 3 will come before the Plan Commission for Gary Avenue Corridor review which will allow close review of stormwater

management and parking lot alignment, drive aisle and cross access alignment as well.

Chairman Bentz said that he did not remember a Master Plan review for the Gary Avenue Corridor in the past and asked why does it appear now. Mr. Bastian replied that there is language in the Gary Avenue Corridor Regulations that specifically says that if the owner of a property wishes to subdivide that property and create new lots that are less than five acres in size, they need to present for approval a Master Plan that shows how those lots will ultimately be developed. It is not a highly detailed plan, and does not include landscaping plans or building elevations, but its purpose is to look at things like access. Mr. Bastian said that this goes back to the fact that staff recommended that this Master Planning issue be evaluated at the time that the Lighting Direct project was before the Commission originally for the Gary Avenue Corridor review. Although staff knew at that time that Duke was planning to subdivide this property, they chose not to subdivide it because they indicated that they were concerned that the subdivision process could slow down the approval process of the Lighting Direct building. Staff strongly encouraged them to go through the subdivision and Master Plan process at that time because they felt that would have been the best opportunity to plan for access among all of these lots in the best possible way. It may have turned out just like what is before us right now, but staff believes that there was the opportunity to do something different or better and that is the main reason why in the staff report they do not recommend approval or go all the way to recommend denial, but they cannot support this plan from a staff level, simply because there is the possibility that it could have been done better. However, the opportunity for commercial development should not prevented.

Chairman Bentz commented that it would appear that now we are stuck with what we got, and there is no apparent way to make it work any better at this point. He noted that any development would have to come before the Commission so there will be some control from that standpoint. The subdivision cannot change substantially because there is not other way of doing it.

Commissioner Weiss asked if the access to property be considered when and if the NAPA development comes to the Commission and Mr. Bastian said that the County controls access to Gary Avenue and they will not allow anything but the right in/ right out access that is shown on the subdivision plat if approved. In response to the question as to how Lighting Direct is going to develop Lot 3, Ms. Vargas said that they plan to develop that lot with a retail store, something such as a Starbucks, or Dunkin Donuts. It will probably be just a single user.

There was discussion regarding the cross access through all of the lots and the possibilities of development by something other than a competitive business to Car Quest, and the assurance that all of the easements plans for the stubs to each of the properties will be on the plat of subdivision.

Commissioner Spink moved and Commissioner Sutenbach made the second to deny approval of the Gary Avenue Corridor Master Plan review. The results of the roll call vote were:

Ayes: 5 Commissioners Weiss, Hundhausen, Sutenbach, Spink &

Vora

Nays: 2 Commissioners Michaelsen and Bentz

Commissioner Weiss moved and Commissioner Michaelsen made the second to recommend approval of the final plat of subdivision for 121-131 E. North Avenue in accordance with staff recommendation. The results of the roll call vote were:

Ayes: 5 Commissioners Weiss, Hundhausen, Michaelsen, Vora &

Bentz

Nays: 2 Commissioners Sutenbach & Spink

The petitioner was reminded that this matter will be heard by the Village Board at their meeting on December 5, 2005 and was advised to attend that meeting.

NEW BUSINESS:

Mr. Bastian said that at the October 10, 2005 meeting the Plan Commission recommended approval of Lakewood's request for rezoning, special use for PUD, preliminary PUD plan and the preliminary plat by a vote of 4 to 3. The staff report that was presented identified several issues that required additional work by the developer. The architectural design of the town homes was identified as an issue that required significant work at that time. Since 10/18 staff has been in the process of negotiating an annexation agreement with Lakewood representatives and in an attempt to address the issue of residential architecture Lakewood has submitted revised architectural drawings for the residential product. The theme that Lakewood has selected is that of an English Cottage look and they are contemplating changing the name of the development from Lakewood at Klein Creek to Royal Glen at Klein Creek to correspond with the new architectural theme. On a topic also related to architecture and building appearance and response to comments by the Plan Commission, all buildings have been modified to contain 5 units, there will no longer be any 4 or 6 unit buildings. In addition the number of units that has been reduced again from 276 to 270 as now are planned. At the request of Lakewood's representatives a set of revised architectural elevations is attached for review and comment. This is to allow the Commission to provide feedback only since the final architectural design will be subject to review and approval by the Plan Commission during the North Avenue Corridor and final PUD plan review process, however Lakewood is hoping to establish an acceptable architectural theme within the annexation agreement and have asked for comments.

Commissioner Hundhausen said that she likes the new look and that decreasing the number of units again is a plus.

Commissioner Weiss commented that they look very nice.

Commissioner Spink said that absolutely, positively great. This is what she was looking for. She said that she has questions about the type of glass that is presented on the rendering and if there is a fireplace on one of the end units will there be fireplaces available for the other units. Commissioner Spink noted that she did get a certified letter in regard to the public hearing. She said that she would like to see the floor plans for the units now that there are a set amount for each building and how the buildings will be placed on the property and if the offering prices have been changed.

Commissioner Sutenbach asked about the matching doors on the end units and commented that there does not seem to be very much variation of color.

Commissioner Michaelsen said that the appearance of the front of the units is great and he is still concerned about the type of materials that will be used on the siding. He is opposed to vinyl siding and would like to fee face brick to look high end and the same appearance for the back of each unit. He would like to see architectural shingles.

Commissioner Vora said that this new plan is ok.

Commissioner Spink commented that they still do not show where the air conditioners are going.

Commissioner Michaelsen said that the windows in the drawings appear to be casement windows or at least a window with divided lights and if they are shown that way will the developer have to put them in the buildings. Mr. Bastian said that the type of window would have to be clarified to be sure.

For the meeting of December 12, 2005, staff is inviting the Commissioners to the annual Holliday gathering following the business meeting. The agenda does not look it will be a very long meeting.

Mr. Bastian reminded everyone that the meeting for December 26th has already been cancelled. The next meeting will be January 9, 2006.

At 9:10 p.m. Commissioner Michaelsen moved to adjourn and Commissioner Spink made the second. The motion passed by unanimous voice vote.

FOR THE COMBINED BOARD

12

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

December 5, 205

Mayor Ross Ferraro called the Regular Meeting of the Board of Trustees to order at 8:00 p.m. and directed Village Clerk Janice Koester to call the roll.

Present: Mayor Ferraro, Trustees McCarthy, Gieser, Saverino and Stubbs

Absent: Trustees Fenner and Shanahan

Also Present: Village Manager Breinig, Assistant Village Manager Mellor, Attorney

Greg Matthews, Village Clerk Koester and Deputy Clerk Progar

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

MINUTES:

Trustee McCarthy moved and Trustee Saverino made the second to approve the Minutes of the Meeting of November 21, 2005 as presented. The results of the roll call vote were:

Ayes: 4 Trustees McCarthy, Gieser. Saverino and Stubbs

Nays: 0

Absent: 2 Trustees Fenner and Shanahan

AUDIENCE PARTICIPATION AND PUBLIC HEARINGS:

Resolution 2163: Honoring Anthony J. Gualano upon his retirement from Police Department: Trustee Saverino read Resolution 2163, A RESOLUTION HONORING ANTHONY J. GUALANO UPON HIS RETIREMENT FROM THE VILLAGE OF CAROL STREAM POLICE DEPARTMENT. He then moved its adoption and Trustee Gieser made the second. The results of the roll call vote were:

Ayes: 4 Trustees McCarthy, Gieser. Saverino and Stubbs

Nays: 0

Absent: 2 Trustees Fenner and Shanahan

Officer Gualano was given a standing ovation and the Mayor, the Village Manager and the Police Chief each thanked him for his service, said that he would be missed and thanked him for his service.

Public Hearing: LAKEWOOD AT KLEIN CREEK SUBDIVISION:

Trustee McCarthy moved and Trustee Saverino made the second to open the public hearing. The results of the roll call vote were:

Ayes: 4 Trustees McCarthy, Gieser. Saverino and Stubbs

Nays: 0

Absent: 2 Trustees Fenner and Shanahan

Jim Truesdell of Lakewood Homes appeared before the Board. He explained that the plan has changed in that they have reduced the number of units by eliminating all of the 5 and 6 unit buildings and having only 4 unit buildings. There are changes in the architecture to an English Countryside theme as well as vary the materials and landscaping. Mr. Truesdell said that

there now is an entity that is interested in developing the adjacent commercial property when they close on this property. There will be total cross access easements that will help the commercial property develop and a traffic signal will be installed when allowed. In conclusion Mr. Truesdell stated that they had sent registered letters to all adjacent property owners to notice this public hearing.

Trustee McCarthy said that the buildings look great and it will provide character to the area.

Trustee Saverino said that he agreed and thanked the developer for cooperating with staff and the residents to make this property an asset to the Village.

Trustee Stubbs commented that he is glad that the time was spent listening to the Plan Commission, the residents, staff and the Board and then put together this development.

Trustee Gieser said that he is happy to see that there is going to be a viable commercial portion of this project. He said that he likes the looks of the development elevations.

Mayor Ferraro said that the developer has done a great job. He asked if there are any specific users for the commercial property and it was said that the zoning has to be granted before any definite offers can be made or entertained. It was said that the commercial development will also try to reflect the same kind of look as the homes.

At the call for public hearing, Dee Spink said that she applauds Lakewood Homes for working with the Boards and staff to develop what the vision of all. She commented that she is still not in favor of the Surrey Drive connection, but there is now a real possibility of a Kuhn Road connection as well. Ms. Spink commented that she would like to see all parking areas curbed and that the elevations of the rear of the homes will have good architectural features as well and finally that the units themselves will offer upscale amenities.

Irene Montana thanked Lakewood for developing something that the adjacent residents hoped for.

Mr. Breinig said that Lakewood is going to be closing on the property and they are looking for direction to be given to the Village Attorney to prepare the ordinances so that there will be some level of comfort in moving forward with a serious financial undertaking. It was the consensus of the Board to direct staff and the attorneys to prepare the necessary ordinances for this matter.

Trustee Stubbs moved and Trustee Gieser made the second to close the public hearing. The results of the roll call vote were:

Ayes: 4 Trustees McCarthy, Gieser. Saverino and Stubbs

Nays: 0

Absent: 2 Trustees Fenner and Shanahan

3RD AMENDMENT TO THE ANNEXATION AGREEMENT- PASQUINELLI'S CENTRAL PARK SUBDIVISION:

Trustee Saverino moved and Trustee Stubbs made the second to open the public hearing. The results of the roll call vote were:

Ayes: 4 Trustees McCarthy, Gieser. Saverino and Stubbs

Nays: 0

Absent: 2 Trustees Fenner and Shanahan

Mayor Ferraro noted that this public hearing if for an amendment to the annexation agreement to allow non-sales-tax-revenue-generating uses on Lot 10 of the commercial property in the Central Park Subdivision.

William Shiner noted that he is present to answer any questions.

Trustee Stubbs asked what tenants would be on Lot 10 and Mr. Shiner replied that this will be a 10,000 sq. ft. multi-tenant retail building which still have to have final approval. He also noted that Sherwin Williams paint will be anchoring the building, but other tenants have not yet been

signed. He noted that he would guess that for the first generation tenants, it could be 75% retail.

Mr. Breinig noted that the purpose of this is to take out the specific restriction that it only be retail, it could be a service use, it could be another use that would not generate sales tax.

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

Trustee McCarthy moved and Trustee Gieser made the second to close the public hearing. The results of the roll call vote were:

Ayes: 4 Trustees McCarthy, Gieser. Saverino and Stubbs

Nays: 0

Absent: 2 Trustees Fenner and Shanahan

CONSENT AGENDA:

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

Ayes: 4 Trustees McCarthy, Gieser. Saverino and Stubbs

Nays: 0

Absent: 2 Trustees Fenner and Shanahan

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

Ayes: 4 Trustees McCarthy, Gieser. Saverino and Stubbs

Nays: 0

Absent: 2 Trustees Fenner and Shanahan

- 1. No Action required: Minor Modification to a PUD-860 ATR- BP
- 2. No action required: Sign Code Variation- 105 Stark Drive
- 3. From PC: Spec. Use Permit- Outdoor Activities/Operations-Ord. 2005-12-62
- 4. Local Agency Agreement-Fed. Participation Lies Road resurfacing
- 5. 2005 Flexible Pavement Proj.- Acceptance & final payment
- 6. Analysis of Compensation Plan
- 7. Ordinance 2005-12-63: Amend Traffic Code- Chap 8-Parking
- 8. Ordinance 2005-12-64: Authorize Execution of 3rd amend. To Pasquinelli's Central Park
- 9. Regular Bills, Addendum Warrant of Bills

Trustee Gieser moved and Trustee Stubbs made the second to approve the items placed on the Consent agenda by omnibus vote. The results of the roll call vote were:

Ayes: 4 Trustees McCarthy, Gieser. Saverino and Stubbs

Navs: 0

Absent: 2 Trustees Fenner and Shanahan

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

Spec. Use Permit- Outdoor Activities/Operations-Ord. 2005-12-62:

At their meeting on November 28, 2005, the Combined Plan Commission/Zoning Board of Appeals recommended approval of a special use permit for outdoor activities and operations in accordance with staff recommendations. The Board concurred with the recommendation and adopted Ordinance 2005-12-62, AN ORDINANCE GRANTING A SPECIAL USE FOR

OUTDOOR ACTIVITIES AND OPERATIONS – (VICTORY MOVERS, INC., 140 E. FULLERTON AVENUE).

LOCAL AGENCY AGREEMENT-FED. PARTICIPATION LIES ROAD RESURFACING:

The Board authorized the execution of an agreement with the Federal Highway Administration that establishes guidelines for the contract and funding of the project. A

2005 Flexible Pavement Proj.- Acceptance & final payment:

The Board accepted the public improvements for the 2005 Flexible Pavement Project and approved the final payment of \$8,690.10 to Plote Construction, Inc.

ANALYSIS OF COMPENSATION PLAN:

The Board approved a contract for analysis of the Village's Compensation Plan with Public Sector Personnel Consultants of Scottsdale, Arizona in an amount not to exceed \$5,000 for total fixed costs. Should the Board require a presentation of the project's findings and recommendation any additional cost shall not exceed \$1,500.

ORDINANCE 2005-12-63: AMEND TRAFFIC CODE- CHAP. 8-PARKING:

The Board adopted Ordinance 2005-12-63, AN ORDINANCE AMENDING CHAPTER 8, ARTICLE 6 OF THE CAROL STREAM TRAFFIC CODE – PARKING SCHEDULES – (PARKING RESTRICTIONS ALONG PRESIDENT STREET.)

ORDINANCE 2005-12-64: AUTHORIZE EXECUTION OF $3^{\rm RD}$ AMEND. TO PASQUINELLI'S CENTRAL PARK:

The Board adopted Ordinance 2005-12-64, AN ORDINANCE AUTHORIZING THE EXECUTION OF THE THIRD AMENDMENT TO AN ANNEXATION AGREEMENT – (PASQUINELLI'S CENTRAL PARK SUBDIVISION, LOT 10).

REGULAR BILLS, ADDENDUM WARRANT OF BILLS:

The Board approved the payment of the Regular Bills in the amount of \$116,132.70.

The Board approved the payment of the Addendum Warrant of Bills in the amount of \$587,378.77.

REGULAR MEETING:

Consideration of a request from Michael Weingrad of M&E Enterprises to grant an extension for executing Ordinances 2004-10-57 and 2004-10-58 for the property at 120 S. Gary Avenue. (for a proposed new car wash).

Mr. Weingrad appeared before the Board and thanked the Board for their consideration. He said that he is asking for an extension to allow this to move forward. In response to the request for a copy of the contract and some information on the proposed new owners of the car wash, Mr. Weingrad said that he has brought the team of people that are responsible for that. Jim Austin, Mark Austin & Debbie Austin will be the leading officers. Dale Houston, a car wash owner for over 29 years will be a consultant and represents D&S car wash equipment. Walter Haynes and Bernie Russell will also be consultants.

Trustee Gieser asked if there will be someone in attendance at the car wash 24 hours a day, 12 hours or how long. It was stated that there will be a presence form 8 am to 6 pm and there will live video 24 hours a day. Trustee Gieser said that his concern is that with self serve operations there is the tendency to have the property go down hill quickly. Mr. Haynes, architect, said that these owners have committed to building a first class operation and they

also live nearby and anticipate being there on a regular basis. There will be 24 hour a day live video.

Trustee Stubbs said that he does not see anything different from what was discussed two weeks ago. He said that he still questions as to whether this is the best use for this property. Mr. Haynes noted that the property has been on the market for several years and it has only been this use that has promoted any interest in the property. It has no entrance from North Avenue, only from Gary Avenue and the limited access would only be acceptable for this type of use.

Trustee Saverino said that two weeks ago he voted no for approving the continuance to approve the extension, however, he went to look at the piece of property and now has to agree with proposal. He said that he cannot think of another use that could to there that would make any sense. His concern is whether someone will be there and asked if the video surveillance will be monitored? Bernie Russell, said that the proposed system will have 8 to16 cameras that will broadcast to its own web site which can be accessed by any one having the correct password. There can be hard drive storage for 45 to 60 days of activity from the motion-activated cameras. It was stated that on the auto cashier will have an auto-paging element that will dial out to the owner if there are problems.

Trustee McCarthy asked if the landscaping area facing the hotel will be installed as noted in the agreement. Mr. Glees responded to Mayor Ferraro's question as to whether Don Oppermann had input on this during the Plan Commission hearing.

Mayor Ferraro asked if it would be guaranteed that someone will be there from 8 am to 6 pm and was said that there would be. He said that he agrees with Trustee Saverino's comments on the use of the property.

Trustee McCarthy moved and Trustee Gieser made the second to grant an extension to the execution of the agreement of development of the property to December 17, 2005. The results of the roll call vote were:

Ayes: 4 Trustees McCarthy, Gieser, Saverino and Mayor Ferraro

Nays: 1 Trustee Stubbs

Absent: 2 Trustees Fenner and Shanahan

Proposal for Contractual Event Planning & Consulting Services for 2006 Town Center Events:

Trustee Gieser asked if Mr. Onesti agrees with the time line provided by Staff and was told that he doe agree. Mr. Onesti said that he is looking at different genres of music, different age groups, will try to go a little bit younger. There will be something for the seniors, for the teens and a variety of genre and activities. Mr. Onesti said that this first year has been an experience, and commented that it is amazing to have a municipality that is so hands on. He said that Joe Breinig and Mike Scaramella are unique.

Trustee Gieser said that the Thursday night concerts will be as usual along with added activities. Mr. Onesti said that he is into scheduling entertainment using the routing of the acts and will look for the best deals.

Trustee Saverino said that last year was great and he had a suggestion for a new item for the upcoming year. He said that the local car clubs are interested in getting a Corvette show during the meet in St Charles and if it can't be a Thursday night he suggests that maybe there can be a special on a Friday and perhaps get a special entertainer for that extra night.

Trustee McCarthy commented that so far everything was well put together.

Trustee Gieser moved and Trustee McCarthy made the second to approve the contract for event planning for the 2006 Town Center events. The results of the roll call vote were:

Ayes: 4 Trustees McCarthy, Gieser. Saverino and Stubbs

Nays: 0

Absent: 2 Trustees Fenner and Shanahan

REPORT OF OFFICERS:

Mayor Ferraro noted that he, Trustee McCarthy and Trustee Gieser will be in Charlotte, NC for a National League of Cities conference from Tuesday through Friday.

Trustee McCarthy said that the tree lighting went great and he noted that Youth Council did a good job getting everyone to sing Christmas songs. He asked everyone to drive safe all through the holidays.

Trustee Saverino agreed that the Tree Lighting was great and he appreciates the Santa Hats that were given to the Trustees.

Mayor Ferraro thanked all the Trustees and Staff for all of their work at the event.

Trustee Stubbs commented that there was a good crowd for the Tree Lighting.

Trustee Gieser agreed with the other comments and noted that the Town Center really looks great.

Mr. Breinig noted that Flood Brothers will be sending out flyers in regard to the new recycling carts. He said that they should provide more room for recyclables which helps everyone.

At 9:07 p.m. Trustee Saverino moved and Trustee McCarthy made the second to adjourn to Executive Session to discuss personnel and pending litigation and to adjourn directly from that session without taking any action. The results of the roll call vote were:

Ayes: 4 Trustees McCarthy, Gieser. Saverino and Stubbs

Nays: 0

Absent: 2 Trustees Fenner and Shanahan

FOR THE BOARD OF TRUSTEES

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

DECEMBER 12, 2005

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

Chairman John Bentz 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 Spink, Weiss, Michaelsen, Hundhausen, Sutenbach and

Bentz

Absent: Commissioner Vora

Also Present: Village Planner Don Bastian and Recording Secretary Progar

MINUTES:

Commissioner Hundhausen moved and Commissioner Spink made the second to approve the Minutes of the Meeting of November 28, 2005 as presented. The results of the roll call vote were:

Ayes: 6 Commissioners Spink, Weiss, Michaelsen, Hundhausen,

Sutenbach and Bentz

Nays: 0

Absent: 1 Commissioner Vora

PUBLIC HEARING:

#04307: David Schonback, NE corner of St. Charles Road and Morton Road

Rezoning (Preannexation)

Continued from 10/24/05 meeting

Mr. Bastian stated that the petitioner has asked for another continuance of the this case and after consulting with the Village Attorney it has been determined that since there have been numerous other requests to continue due to incomplete plans, a final 60 day continuance should be granted and if the submittal is not timely or complete at that time the matter should be withdrawn and the petitioner start the process all over again.

Commissioner Hundhausen moved and Commissioner Weiss made the second to continue this matter one final time to February 13, 2006. The results of the roll call vote were:

Ayes: 6 Commissioners Spink, Weiss, Michaelsen, Hundhausen,

Sutenbach and Bentz

Nays: 0

Absent: 1 Commissioner Vora

#05060: Regency Centers, Heritage Plaza

Planned Unit Development – Amendment

Mr. Bastian said that Tony Haslinger of Regency Centers has filed an application to amend the Planned Unit Development Plan for Heritage Plaza Shopping Center. The request is for approval of an amended development plan for the southwestern area of the shopping center, to construct an additional 10,200 sq. ft. of inline space. They are also working to prepare a revised

plan for the development of the remaining vacant land. Regency Centers is in the process of responding to the most recent staff commentary letter, so it is appropriate to continue this matter to January 9, 2005 as requested.

In response to questions, it was determined that no specific tenants for the inline shops have been identified and that Regency also must address all of the remaining land around the project on the PUD amendment plat.

Commissioner Spink moved and Commissioner Michaelsen made the second to continue this matter to the meeting of January 9, 2006. The results of the roll call vote were:

Ayes: 6 Commissioners Spink, Weiss, Michaelsen, Hundhausen,

Sutenbach and Bentz

Navs: 0

Absent: 1 Commissioner Vora

At 7:45 p.m. Commissioner Spink moved to close the public hearing. Commissioner Michaelsen made the second. The results of the roll call vote were:

Ayes: 6 Commissioners Spink, Weiss, Michaelsen, Hundhausen,

Sutenbach and Bentz

Nays: 0

Absent: 1 Commissioner Vora

NEW BUSINESS:

Mr. Bastian invited the Commissioners to a Holiday celebration at the Holiday Inn immediately following this meeting. He commented that since Chairman John Bentz has announced his resignation, he is also informing the Combined Board that this will be his last meeting as Village Planner as he has accepted another position outside of municipal government. Each Commissioner spoke of congratulations to Mr. Bastian and commended him on the excellent work he has done for the Commissioners with his excellent staff reports and recommendations. He will be missed.

At 7:50 p.m. Commissioner Sutenbach moved and Commissioner Spink made the second. The motion passed by unanimous voice vote.

FOR THE COMBINED BOARD

AGENDA ITEM Ela 12-19-05

Village of Carol Stream Interdepartmental Memo

TO:

Joseph E. Breinig, Village Manager

FROM:

Robert J. Glees, Community Development Director

DATE:

December 15, 2005

RE:

Agenda Item for the Village Board meeting of 12/19/05

PC/ZBA Case #05151: Lakewood Homes - Fisher Farm Property

Rezoning (upon annexation), Special Use for Planned Unit Development, Preliminary Planned Unit Development Plan, Preliminary Plat of Subdivision

Lakewood Homes has made presentations of the referenced project to the Plan Commission during public hearings on July 11, September 12, and October 10, 2005. At the October 10 meeting, Lakewood Homes representatives made their final presentation, and discussed revisions they had made in response to the concerns previously raised by the Plan Commission, residents and staff. The Plan Commission also accepted input from two residents who gave comments at the meeting. The matter was forwarded to the Village Board on October 17, 2005, at which time the Board took no action on Lakewood's requests, but directed staff to commence negotiation of an annexation agreement and schedule a public hearing for annexation. Said public hearing was held on December 5, 2005, with comments received from two persons in support of the project.

Attached is a copy of the petition for annexation received from Lakewood Homes, dba Fisher Farm LLC. Also attached is Lakewood's proposed annexation agreement and exhibits, which the Village attorney and staff have reviewed and found acceptable. Highlights of the terms of the agreement are as follows:

- 1. Beneficial Improvements. As indicated in Section 6, the petitioner agrees to provide a number of improvements as part of his project cost:
 - a. A multi-use path extending from the proposed development westerly along Klein Creek and crossing the creek at the entrance to the Public Works facilities off of Arrowhead Trail.
 - **b.** A roadway connection to Surrey Drive.
 - **c.** Regrading of the detention basins on the two Village-owned properties on Surrey Drive so as to create three buildable single-family lots.
 - **d.** Incorporation of the capacity of the two aforementioned basins into the project's stormwater management facilities.
 - e. Extension of 400 feet of 12-inch water main along North Avenue to connect the new subdivision system to the existing main to the west. (See "Recapture" below.)
 - f. Enhanced landscaping.

- g. With the approval of the Illinois Department of Transportation, construction of traffic signals at the North Avenue intersection, which would be located opposite the main entrance to Windsor Park Manor. (See "Recapture" below.)
- 2. Building Elevations. Section 7 deals with the petitioner's concerns regarding approval of the residential architecture, in particular with respect to the Village's antimonotony code. Staff has no objection to the proposed text.
- 3. Contributions. The fees and contributions identified in Sections 8.6, 8.7 and 8.8 of the agreement are as per the Carol Stream Village Code, with no reduction or modification, based on a property area of 59.2 acres and a residential development consisting of 270 attached single-family dwelling units (townhomes).
- 4. Capacity of the Stormwater Management Facilities. The petitioner has agreed to incorporate the capacity of the two detention basins on Surrey Drive into the new project facilities. This will provide benefits to the Village, including the provision of three buildable single-family lots, and the replacement of basins that no longer meet current standards. The Engineering Services Department has stated that, in their opinion, the petitioner's preliminary design meets county requirements. The Village's stormwater management engineering consultant has reviewed and approved the design.
- 5. Maintenance of Wetlands and Retention Ponds. Maintenance responsibility for the Stormwater Management and Conservation Area, except for the multi-use path, would fall to the Homeowners Association. However, the Village has the right to create a Special Service Area and assume maintenance responsibility in the event the Homeowners Association fails to meet its maintenance obligations.
- 6. Recapture. In Section 9, the petitioner asks that the Village agree to work with Windsor Park Manor to provide a contribution towards the cost of new traffic signals, and also that the Village pass a recapture ordinance for the cost of the 400 feet of 12-inch water main identified above.

The staff report with supporting documentation for the zoning approvals was transmitted to the Village Board with the Plan Commission/Zoning Board of Appeals packet on October 7, 2005. At their October 10th meeting, the PC/ZBA voted 4-3 to recommend approval of the requests for Rezoning (Upon Annexation) Special Use Permit for Planned Unit Development, Preliminary PUD Plan and Preliminary Plat of Subdivision, subject to the conditions contained in the attached Ordinance. The staff report with supporting documentation for the annexation approval was transmitted to the Village Board on December 2, 2005.

<u>NOTE:</u> In reviewing the final documents, including the Annexation Agreement, Plat of Annexation, Preliminary Planned Unit Development Plan and Plat of Subdivision, it was discovered that minor discrepancies exist between the legal descriptions and metes and bounds figures on those documents. As such, the Village Board's motion to approve those items would

Memo to Village Manager Joseph Breinig PC/ZBA Case 05151, Lakewood Homes, Inc. Page 3

need to include the condition that such approval is subject to the Village Attorney's review and approval of technical matters.

RECOMMENDATION

If the Village Board concurs with the PC/ZBA and staff recommendations, they should approve the ordinances for Annexation Agreement, Annexation, Rezoning (Upon Annexation) and Special Use Permit for Planned Unit Development, and the resolution for Preliminary Plat of Subdivision. The motion to approve those items would need to include the condition that such approval is subject to the Village Attorney's review and approval of technical matters.

RJG:bg

cc: Jim Truesdell, Lakewood Homes, via fax, (847) 884-8986 t:\planning\plan commission\staff report\2005 staff reports\05151alakewoodvbmemo5.doc

PUBLIC NOTICE

Notice is hereby given that the Carol Stream Village Board will hold a Public Hearing at the Gregory J. Bielawski Municipal Center, 500 N. Gary Avenue, Carol Stream, Illinois, on Monday, December 5, 2005 at 8:00 p.m. to consider an application from Lakewood Homes for the following action:

An annexation agreement and an annexation in accordance with Chapter 12, Article 1 of the Carol Stream Municipal Code

For the property commonly known as the Fisher Farm; and legally described as follows:

Parcel 1:

The west half of the southwest ¼ of Section 32, Township 40 North, Range 10, East of the Third Principal Meridian (except that part thereof lying southerly of the northerly line of North Avenue also known as Route 64 as condemned in Case No. 95 ED 16), in DuPage County, Illinois.

Parcel 2:

That part of the east ½ of the southeast ¼ of Section 31, Township 40 North, Range 10 East of the Third Principal Meridian lying north of the center line of North Avenue also known as Route 64 (except the west 888.26 feet thereof, as measured along the north line and parallel to the west line thereof and except the east 50 feet of the north 396.22 feet of the west 938.26 feet thereof as measured along the north line and parallel to the west line thereof) in DuPage County, Illinois.

Parcel 3:

The west 888.26 feet and also the east 50.0 feet of the west 938.26 feet on the north 396.22 feet (both as measured along the north line and parallel with the west line) of that part of the east half of the southeast quarter of Section 31, Township 40 North, Range 10, East of the Third Principal Meridian, lying north of the center line of State Highway Route 64, except the west 450.0 feet thereof, as measured on the north line and parallel with the west line, in DuPage County, Illinois.

A copy of the annexation agreement and annexation application is on file with the Community Development Department. All interested parties will be given an opportunity to be heard.

By order of the Village Board, Village of Carol Stream, Illinois. Published in the Daily Herald, <u>Saturday</u>, <u>November 19, 2004</u>.

Individuals with disabilities who plan to attend the hearing and who require certain accommodations in order to allow them to observe and participate, or who have questions regarding the accessibility of the meeting or facilities are requested to contact the ADA Coordinator at 630-871-6250.

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

TO THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM

PETITION FOR ANNEXATION

The undersigned, FISHER FARM A, LLC, a Delaware limited liability company, FISHER FARM B, LLC, a Delaware limited liability company, FISHER FARM C, LLC, a Delaware limited liability company, and FISHER FARM D, LLC, a Delaware limited liability company, (collectively the "Petitioners"), hereby respectfully petition to annex to the Village of Carol Stream, DuPage County, Illinois (the "Village"), the parcel of land legally described in Exhibit "A" attached hereto and made a part hereof (the "Property"), along with the adjacent rights-of-way, and respectfully state the following under oath:

- 1. The Property is not within the corporate limits of any municipality.
- 2. The Property is contiguous to the corporate limits of the Village.
- 3. No electors reside on the Property.
- 4. The Petitioners are the only owners of record of the Property.

WHEREFORE, PETITIONER RESPECTFULLY REQUESTS THE FOLLOWING:

- 1. That the corporate authorities of the Village annex the Property along with adjacent rights-of-way which are not part of another municipality to said Village in accordance with the provisions of this Petition by an ordinance of the Mayor and Board of Trustees of the Village pursuant to 65 ILCS 5/7-1-8, as amended.
- 2. That such other action be taken by the Village as is necessary or appropriate to effect the annexation of the Property to the Village.

- 3. That the annexation of the Property herein petitioned for shall be subject to the approval and execution of a mutually satisfactory annexation agreement with the corporate authorities of the Village and to mutually satisfactory zoning of the Property.
- 4. To the best of the undersigned's information and belief, the statements contained herein are true and correct.

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I,
Dated this $\frac{\int_{0}^{1} day}{\int_{0}^{1} day}$, 2005
FISHER FARM A, LLC, a Delaware limited liability company
By: Fisher Farm, L.L.C., a Delaware limited liability company its Member
By: AMB Development Services II, L.P., its administrative member
By: Headlands Realty II Corporation, its general partner
Name: Andrew Singer Samu M'6// Its: Senior Vice President
STATE OF) COUNTY OF)
I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereb certify that Andrew Singer, personally known to me to be an Authorized Signatory of FISHER FARM A, LLC appeared before me this day in person and acknowledged that s/he signed the foregoing instrument as a free and voluntary act for the uses and purposes therein set forth and that said instrument is the act and deed of said limited liability company.
Subscribed and sworn to before me this 31st day of May, 2005. Notary Public
My commission expires:
OFFICIAL SEAL LISA M DENMAN NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:02/07/09

Autho	I,, being duly sworn on oar have read the foregoing Petition, that I have the authority to sign this atterized Signatory of FISHER FARM B, LLC and that I am familiar with the and that the matters therein stated are true in substance and fact.	estation as
Dated	this $21''$ day of 114 , 2005	
FISH	ER FARM B, LLC, a Delaware limited liability company	÷
By:	Fisher Farm, L.L.C., a Delaware limited liability company its Member	
	By: AMB Development Services II, L.P., its administrative member	
	By: Headlands Realty II Corporation, its general partner By: My	
	Name: Andrew Singer JAMES MILES Its: Senior Vice President	
STAT) SS	
COUN	NTY OF)	
FARM forego	I, the undersigned, a Notary Public in and for said County and State af that Andrew Singer, personally known to me to be an Authorized Sign B, LLC appeared before me this day in person and acknowledged that bing instrument as a free and voluntary act for the uses and purposes the id instrument is the act and deed of said limited liability company.	atory of FISHER s/he signed thé
	Subscribed and sworn to before me this 3 15t day of May, 2005. Notary Public	10
Му со	ommission expires:	
	OFFICIAL SEAL LISA M DENMAN NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:02/07/09	

Autho	rized Si	d the foregoing gnatory of FISI	Petition, that I	have the auth LLC and that	ority to sign th I am familiar	on oath, depose is attestation as with the matters	
Dated	this <u>]/</u>	day of MAY	, 2005				
FISH	ER FAI	RM C, LLC, a	Delaware limit	ed liability co	mpany	: :	
Ву:	Fisher Farm, L.L.C., a Delaware limited liability company its Member						
	By:	AMB Developits administrat	oment Services ive member	II, L.P.,			
		its gene By:	ands Realty II Ceral partner Andrew Singe Semior Vice Pr	Mry U	<u>U.c.(1</u>		
	E OF ITY OF)) SS)			· · · · · · · · · · · · · · · · · · ·	
FARM forego	that And C, LLC ing inst	drew Singer, po cappeared beforument as a free	ersonally know ore me this day	n to me to be in person and act for the us	an Authorized acknowledge es and purpose	ate aforesaid, do Signatory of FI d that s/he signe es therein set for	SHER d the
			to before me the	nis 3/5t day	of MOV, 200 A M. Journ Public	os. Immon	
My co	mmissio	n expires:					
	~	OFFICIAL S LISA M DEN NOTARY PUBLIC - STA MY COMMISSION EX	IMAN ATE OF ILLINOIS				

that I have read the foregoing Petition, that I have the authority to sign this attestation as Authorized Signatory of FISHER FARM D, LLC and that I am familiar with the matters therein stated and that the matters therein stated are true in substance and fact.
Dated this $\frac{2}{1}$ day of $\frac{1}{2}$, 2005
FISHER FARM D, LLC, a Delaware limited liability company
By: Fisher Farm, L.L.C., a Delaware limited liability company its Member
By: AMB Development Services II, L.P., its administrative member
By: Headlands Realty Il Corporation, its general partner
By: Name: Andrew Singer AML MC Its: Senior Vice President
STATE OF)
COUNTY OF)
I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereb certify that Andrew Singer, personally known to me to be an Authorized Signatory of FISHER FARM D, LLC appeared before me this day in person and acknowledged that s/he signed the foregoing instrument as a free and voluntary act for the uses and purposes therein set forth and that said instrument is the act and deed of said limited liability company.
Subscribed and sworn to before me this 315th day of Mou 2005. Notary Public
My commission expires:
OFFICIAL SEAL LISA M DENMAN NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:02/07/09

AGENDA ITEM F-1 12-19-05

Village of Carol Stream

Interdepartmental Memo

TO:

Joseph E. Breinig, Village Manager

FROM:

Robert J. Glees, Community Development Director

DATE:

December 15, 2005

RE:

Agenda Item for the Village Board Meeting of December 19, 2005:

DuPage County ZBA Case #5164-05, Petition for a Conditional Use

for Religious Institution

PURPOSE

The purpose of this memorandum is to provide follow-up information to the Village Board regarding the referenced request, which will be on the DuPage County ZBA's agenda on January 5, 2005. The petitioners have requested an opportunity to address the Village Board regarding the Village's formal objection to the request.

DISCUSSION

At their regular meeting on November 7, 2005, the Village Board reviewed information received from DuPage County regarding the referenced case. recommendation at that time was to oppose the petitioners' request for a number of reasons, including lack of information, potential for adverse impacts, and conflict with the Village's approved Future Land Use Plan. The Village Board concurred with staff's recommendation and approved Resolution No. 2162 objecting to the petitioners' request.

The DuPage Zoning Board of Appeals heard the case on November 17, 2005, at which time the case was continued to January 5th. Since the November 17th hearing, the petitioners have met with Mayor Ferraro, you and me in an effort to provide the information that the Village felt was lacking. In addition, you and I visited the site in order to ascertain the nature and intensity of the use. The petitioners and their attorney have also had ongoing dialogue with DuPage County staff.

Attached are copies of a letter from the Village conveying its executed response form to the county, a letter from Benjamin School District 25 to DuPage County, and Resolution No. 2162. Also attached is a letter from the petitioners, representing Yog Sadhan Ashram, in which they provide information addressing the Village's concerns as stated in Resolution No. 2162. As a result of the aforementioned meeting with the petitioners and visit to the site, it is staff's observation that the nature of the use may

be as the petitioners portray it at this time, which actually seems to be more along the lines of a home occupation rather than a religious institution. There are several buildings on the property, and the petitioners state that only one of the buildings being used to conduct the Ashram's activities. The other buildings include a residence, a garage, and a gymnasium; staff did not enter those buildings, as none is purportedly being used by the Ashram. The Ashram building is not large, and appears to be used by small groups, not by a large religious institution. The petitioners state that they have no plans for any new construction at this time.

Village staff has also contacted Paul Hoss of the DuPage County DEDP Zoning Division regarding the case. According to Mr. Hoss, the County staff's view is that approval of a conditional use for religious institution would require that the facilities meet the County's building and zoning requirements for such institutions, including such features as a lighted parking lot and improvements to the building as required by the building codes for the change in use.

Mr. Hoss has suggested that the petitioners may wish to seek approval of the use as a home occupation, which may be viewed as more in keeping with the stated characterization of the activities. Although variations would need to be approved as part of such a request, the County staff has indicated the variations would be minor and could be supported. However, the petitioners' attorney has indicated he could not agree to a request for approval of a home occupation, and wishes to seek approval of the conditional use for religious institution. DuPage County staff will be meeting with the petitioners and their attorney on December 19th to discuss these matters.

In a conversation with Hersh Khetarpal, Director of the Ashram, staff learned that the petitioners prefer to request approval as a religious institution because that is the identity they wish to establish for the property. They suggest that if there are concerns with future expansion or redevelopment of the site, then perhaps conditions could be written into the county's approval.

RECOMMENDATION

For purpose of information. The petitioners wish to address the Village Board on December 19th, and we expect they will ask the Village Board to amend the Village's resolution objecting to the request for conditional use. The continuation of the public hearing before the DuPage County ZBA is scheduled for January 5th; if the Village Board should wish to amend the resolution of objection, they may do so at their regular meeting on January 3, 2006.

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Village of Carol Stream

Ross Ferraro, Mayor • Janice Koester, Clerk • Joseph E. Breinig, Manager 500 N. Gary Avenue • Carol Stream, Illinois 60188-1899 (630) 665-7050 • FAX (630) 665-1064 www.carolstream.org

November 11, 2005

Ms. Keya Willis
DuPage County Department of Economic Development & Planning
Zoning Division
421 N. County Farm Road
Wheaton, IL 60187

Re: ZBA Case #5161-05

Dear Ms. Willis:

Attached please find an executed response form from the Village of Carol Stream regarding the referenced ZBA case, which is a request for Conditional Use for Religious Institution. In order to provide comments in advance of the November 16th deadline for this case, we offer the following:

- 1. No site plan was received for the proposed religious institution. It is impossible to evaluate the potential impacts associated with a development without a detailed site plan.
- A religious use at this location would have the potential for a number of impacts, such as
 traffic generation and safe access. We have received no information that would indicate
 how the impacts of development on the roadways and adjacent properties would be
 addressed.
- 3. The development is proposed to use well and septic systems. We believe placing such a potentially high-intensity use on well and septic systems should be carefully evaluated.
- 4. The property is within the Village of Carol Stream's planning jurisdiction. The Village is highly interested in ensuring that development in this area is in the best interests of the community.
- 5. The proposed use is not in conformance with Carol Stream's Future Land Use Plan, which calls for a single-family residential use.
- 6. We are concerned with potential impacts to the adjacent Benjamin School. We are currently in dialogue with officials from Benjamin School District #25, and we expect to include the school district's comments in a formal resolution, as referenced below, to be acted on by the Village Board on November 21st.

Please be advised we are preparing a formal resolution objecting to the project. Owing to the short response timeframe, the next available opportunity for our Village Board to pass the resolution will be the regular meeting on November 21, 2005. We will forward the resolution to you immediately upon approval by our Village Board.

We hope you find this satisfactory. If you should require any additional information, please do not hesitate to call me at (630)871-6231.

Very truly yours,

Robert J. Glees, PE, AICP

Community Development Director

RJG:bg

C: Joseph E. Breinig, Village Manager Donald T. Bastian, Village Planner

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CASE #/PETITIONER:

OWNER:

DU PAGE COUNTY ZONING BOARD OF APPEALS JACK T. KNUEPFER ADMINISTRATION BUILDING 421 NORTH COUNTY FARM ROAD WHEATON, ILLINOIS 60187/630-407-6700

Zoning Petition #5164-05 Khetarpal/Ashram

Please review the information regarding the matter herein and return with any comments or concerns you wish to have reviewed by the DuPage County Zoning Board of Appeals. If you do not have any comments or concerns please indicate so on the line below.

Please return to Keya Willis, at the DuPage County Department of Economic Development & Planning Zoning Division by November 16, 2005.

5164-05 Khetarpal/Ashram

Yog Sadham Ashram, 28W100 St. Charles Rd, West Chicago, Il

	60185	•		
ADDRESS/LOCATION	28W100 St. Charles	Road, West Chi	icago, Il 60185	
PUBLICATION DATE:	Daily Herald:		November 2, 2005	
ZONING REQUEST:		litional Use purs	suant to Section(s) 37	7-7.2-2 (o)
2011210 1220	the DuPage County		``	
•	A. A Conditional U		Institution use	
PRESENT USE:	Single Family Resid	_		
PRESENT ZONING/LUP	R-3 Single Family		Residential 0-5 DU/A	Acre
	Wayne/ District 6			1010
TOWNSHIP/PPN	Wayner District 0	Well and Conti	, in	*
ACREAGE/UTILITIES:	+/- 5.66			
ZBA PUBLIC HEARING:	November 17, 2005	0		
•				
AS OF THIS DATE I HA	VE NO CONCERN	S/COMMENT	S. I RESERVE TH	E RIGHT TO
FILE AN OBJECTION OR CO	MMENTS IF THE	REQUEST IS A	ALTERED.	
			_	
Comments: See Ma	ovember 11, Zu	105, lette	er trom	
Robert V. Glees	. Resolut	tion of o	bjection	40
follow pending ac November 21, 200	tion by the	Village	Board on	
November 21, 200	r. /	<i>J</i>		
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DU PAGE COUNTY ZONING BOARD OF APPEALS JACK T. KNUEPFER ADMINISTRATION BUILDING 421 NORTH COUNTY FARM ROAD WHEATON, ILLINOIS 60187/ 630-407-6700

Zoning Petition 5164-05 Khetarpal/Ashram

The DuPage County Zoning Board Of Appeals will conduct the following public hearing:

PUBLIC HEARING: ZP#5164-05 November 17, 2005 at 7:00 p.m., Room 3500B, 421 N. County Farm Road, Wheaton Illinois 60187

PETITIONER: Yog Sadhan Ashram, 28W100 St. Charles Road, West Chicago, Il 60185

REQUEST:

A. A Conditional Use for a Religious Institution (Section 37-7.2-2 (o))

ADDRESS OR GENERAL LOCATION: 28W100 St. Charles Road, West Chicago, Il 60185

LEGAL DESCRIPTION:

THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING 23.50 CHAINS NORTH OF THE SOUTHWEST CORNER OF SAID EAST HALF OF SAID NORTHEAST QUARTER; THENCE SOUTH 53 DEGREES 30 MINUTES 00 SECONDS EAST, 64.13 FEET FOR A PLACE OF BEGINNING; THENCE NORTH 35 DEGREES 30 MINUTES 00 SECONDS EAST, 33.00 FEET; THENCE NORTH 25 DEGREES 41 MINUTES 39 SECONDS EAST 368.33 FEET; THENCE NORTH 36 DEGREES 30 MINUTES 00 SECONDS EAST 200.00 FEET; THENCE NORTH 82 DEGREES 30 MINUTES 03 SECONDS EAST 220.00 FEET; THENCE SOUTH 20 DEGREES 13 MINUTES 10 SECONDS EAST 300.00 FEET; THENCE SOUTH 36 DEGREES 30 MINUTES 00 SECONDS WEST 583.00 FEET TO THE CENTERLINE OF ST. CHARLES ROAD; THENCE NORTH 53 DEGREES 30 MINUTES 00 SECONDS WEST ALONG THE CENTERLINE OF ST. CHARLES ROAD, 340.00 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

Respectfully Submitted, ROBERT J. KARTHOLL, CHAIRMAN, DUPAGE COUNTY ZONING BOARD OF APPEALS

Notice of this hearing is being sent to property owners within 300 feet of the subject property and as one of them you are invited to attend the meeting and comment on the petition. A sketch or drawing of the petitioner's request is included for your review. If you have any questions, please contact the Zoning Division at (630) 407-6700.

LOT 1 OF VAN KAMPEN'S ASSESSMENT PLAT NO. 2 SECTION WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 35 AS MONIMENTED & OCCUPIED DEED = NORTH 16.5 CHANS (1089.00)
WEAS. = N 00-04-41 E 1039536 NORTHEAST QUARTER OF CREEK POND ISLAND 12"CMP N 82-59-41 E 220.00 18 RCP. P HALF EAST POND ß WEST LINE 12.00.01 ACRES NET ACRES TOTAL P.O.B. And A STATE OF THE STATE OF THE



Dr. Joseph M. Dubec, Superintendent Administration Center 28W250 St. Charles Road West Chicago, Illinois 60185-1400 jdubec@bendist25.org Phone: 630/876-7800 Fax: 630/876-3325

November 14, 2005

SENT VIA FACSIMILE (630) 407-6700 & U.S. MAIL

Ms. Keya Willis
DuPage County Zoning Board of Appeals
Department of Economic Development &
Planning Zoning Division
421 North County Farm Road
Wheaton IL 60187

Re:

Case No.

6154-05 Khetarpal/Ashram

Owner:

Yog Sadhan Ashram (Organization)

PK Khetarpal (Individual)

Address:

28W100 St. Charles Road, West Chicago, Illinois

Objection to Request for Rezoning/Conditional Use

Dear Ms. Willis:

The purpose of this correspondence is to officially object to the above-mentioned request for rezoning/conditional use by Yog Sadhan Ashram/PK Khetarpal, of 28W100 St. Charles Road, West Chicago, Illinois, on behalf of the Board of Education of Benjamin School District No. 25, DuPage County, Illinois. While the School District embraces the religious freedom of its residents, the School District opposes the request for rezoning/conditional use of Mr. Khetarpal based upon legitimate concerns regarding traffic patterns, use of the utilities in the area and the specific details of the requested use. Please accept this timely objection pursuant to the attached form sent to the School District and view this as a formal request for recognition of a representative of the School District at the DuPage County Zoning Board of Appeals meeting scheduled for Thursday, November 17, 2005.

As previously stated, the School District opposes this request for rezoning/conditional use on three grounds: (1) traffic patterns, (2) use of the utilities in the area, and (3) the specific details of the requested use. These concerns are legitimate based upon the current zoning of the area and the potentially detrimental use of the area should this request for rezoning/conditional use be approved. First and foremost, the School District has concerns regarding the traffic

Ms. Keya Willis November 14, 2005 Page 2

patterns and safety as to this stretch of St. Charles Road where the School District is located, along with the two new churches which are being constructed on the road and where Mr. Khetarpal's home and property are located. This stretch of St. Charles Road is currently the home to a school which educates 433 students, and two new churches with the possibility of housing in excess of 1,000 worshippers. The parking lot alone for the new Wheaton Bible Church consists of a multi-level parking garage.

In addition to the churches and the school, adding another property, that of Mr. Khetarpal, which would be allowed to hold events with the potential to attract hundreds of people could cause a severe traffic crisis. This crisis would ultimately affect the safety of the students and parents who attend events at the school, individuals who attend events or services at the churches, and any other individuals who travel to and from separate events at other locations utilizing this portion of St. Charles Road.

Additionally, the School District has concerns regarding the expanded, unplanned use of the utilities, specifically sewer and water, by the churches and Mr. Khetarpal's requested rezoning/conditional use. The property owned by Mr. Khetarpal uses Well and Septic for the source of its water and disposal of its waste. The intended use of the property, while above average in acreage, was for a single family residential use – the current zoning of the property. If the request for rezoning/conditional use of the property is granted, the events being planned by Mr. Khetarpal for his property and the potential growth in terms of attendance at these events could place a strain on the system currently ensuring the water level and disposal of waste. This disruption and strain of the currently sufficient water use and disposal would ultimately affect numerous properties in the area. In addition, if Mr. Khetarpal's request for rezoning/conditional use is granted, any success could create a need for new development of the property and additional usage which would further tax the current system.

As to the two churches currently being constructed and/or operated in the area, careful planning went into the connection of those properties for the purpose of obtaining and disbursing the water and waste. The School District is unaware of any consideration by the Zoning Board of Appeals or the Economic Development and Planning Zoning Division regarding the requested rezoning/conditional use of Mr. Khetarpal's property. This analysis must be performed and the impact should be determined based upon Mr. Khetarpal's current and future plans for his property. Without this analysis, the request for rezoning/conditional use cannot be fully considered. Should the Zoning Board of Appeals not deny the request for rezoning/conditional use, the School District respectfully requests that an analysis equivalent to that initiated for the two churches prior to their zoning appeal be undertaken.

Finally, the School District has a concern regarding the use of Mr. Khetarpal's property and the actual organization which has requested the rezoning/conditional use for a "religious institution." The School District is in receipt of an advertisement for the services planned by Mr. Khetarpal for his property. While the services of this organization could be beneficial, the School District is not aware of the religious nature of Mr. Khetarpal, nor if any actual recognition of Yog Sadhan Ashram as a religious organization actually exists.

Ms. Keya Willis November 14, 2005 Page 3

In researching the purported organization, the School District has discovered a website for the organization – www.yogsadhanashram-usa.org. The website materials have been attached for review by the Zoning Board of Appeals, but there is no mention of a religious component to the services provided by Yog Sadhan Ashram. Further, in the rules governing Yog Sadhan Ashram, considerable time is spent disclaiming liability for injuries and discussing the rules for "[t]hose who live at the Ashram" or "[t]hose who stay at the Ashram" to practice yoga. Individuals are "responsible for his/her own expenses while visiting the Ashram" to practice yoga. While the rules do mandate that "only religious or yoga activities are allowed at the Ashram," there is no discussion of an actual "religion" on the organization's website. The website also describes "residential retreats" which are held monthly for individuals.

Of most interest on the website is the fact that the property is already being utilized as though the rezoning/conditional use request has been granted. The website contains pictures of the property in West Chicago which has been converted to the condition for use which has been requested in the rezoning/conditional use application. There are also pictures showing the property being used by people in the manner which has been requested in the rezoning/conditional use application. The website also mentions that in "2005 the Ashram moved to West Chicago, IL to accommodate increased demand for classes and residential learning" even though the rezoning/conditional use application had not been filed nor ruled on by the Zoning Appeals Board. The concerns of the School District are confirmed since the organization has already had to move to its West Chicago location due to "increased demand" and since the organization has already begun the requested use even though it has not been granted. A picture of the current signage in front of the property has been included.

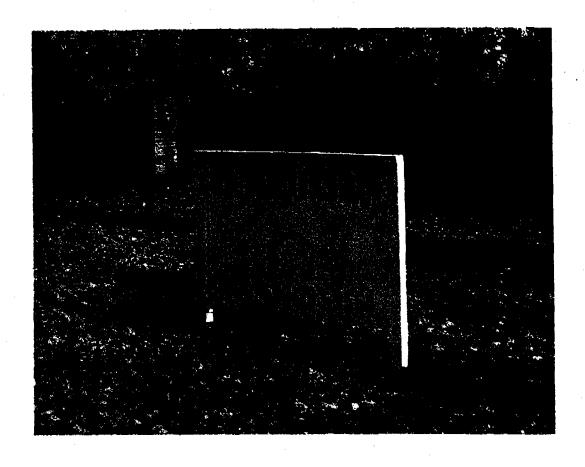
As previously stated, the School District appreciates the desire for religious freedom and expression, but is concerned about the impact on traffic and utilities, as well as whether the organization qualifies for the requested rezoning/conditional use. Due to these concerns, the School District respectfully requests that the rezoning/conditional use application of Yog Sadhan Ashram be denied, or in the alternative, further review and analysis be performed prior to any decision regarding the application.

Should you have any questions regarding this matter, please feel free to call me. Otherwise, we look forward to having an opportunity to address the Board at its November 17, 2005, meeting.

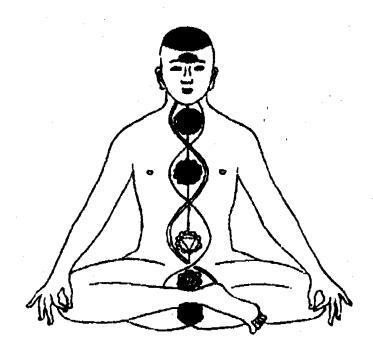
Sincerely,

Joseph M. Dubec, Ed.D., J.D. Superintendent

Enclosures



Yog Sadhan Ashram



about yoga locations teachers classes events contact

Yog Sadhan Ashram is a peaceful retreat to learn, practice, and teach yoga.

Unlike temples and fitness centers, an Ashram is a retreat from the everyday activities of life. An Ashram is generally located in a secluded area, where a person can forget about the stresses of daily life. Yog Sadhan Ashram of Chicago, IL offers various yogic services to the community in a peaceful setting. We believe that everyone, regardless of age, sex, income, etc., should have the opportunity to do yoga.. Our goal is to teach others about yoga, and then encourage them to join us in teaching more people.

Yog Sadhan Ashram strives to produce leaders, not followers.

Yog Sadhan Ashram was first established in 1916 in India at the holy cities of Amritsar and Rishikesh. Yogeshwar Prabhu Ram Lal Ji established the Ashram after his return from the Himalayas, where he stayed at the holy feet of his guru, Shri Maha Prabhu Ji.

Shri Prabhu Ram Lal Ji was born at Amritsar. He received his education first at home and later at the Gurukuls at Kurukshetra and Kankhal (Hardwar).

The foremost disciple of Prabhu Ram Lal Ji was Yogi Swami Mulkh Raj Ji. Swami Mulkh Raj's disciple is our Satgurudev Shri Chaman Lal Kapur who lives in India at the Yog Sadhan Ashram in Hoshiarpur, Punjab. By his grace, the Yog Sadhan Ashram of Chicago, Illinois was established in Bartlett in 1992. Satguru Ji appointed his daughter, Hersh Khetarpal as the Acharya (Director) at this time. In 2005 the Ashram moved to West Chicago, IL to accommodate increased demand for classes and residential learning.

Yog Sadhan Ashram - USA Rules and Guidelines

- 1. Before participating in any of the classes or before taking on the responsibility of teaching Yoga to others, students and teachers must sign required legal forms to protect the Ashram from liability.
- 2. There are no membership fees.
- 3. Students at the Ashram can be divided into three categories:
- A. Those who live at the Ashram, practice yoga and serve the students with love and devotion.
- B. Those who stay at the Ashram briefly learn yoga and teach it on their own to others at their homestead location.
 - C. Those who attend the daily yoga classes as regular students.
- 4. Each student is responsible for his/her own expenses while visiting the Ashram.
- 5. A students must follow all rules of the Ashram and any special instructions from the Acharya.
- 6. Anyone trying to learn yoga without following the proper instructions is responsible for the consequences.
- 7. Minors must be accompanied by an adult or have written consent from his/her guardian.
- 8. Students should not practice any new posture without permission from the Acharya.
- 9. Only religious or yoga activities are allowed at the Ashram. No social or commercial activity is allowed unless permitted by the Acharya.
- 10. No alcohol, drugs, smoking or non-vegetarian food is allowed on the Ashram premises.
- 11. The Acharya, Ashram or any of its board members will not be held responsible for any injury or accident to the visitors while practicing yoga or participating in any activity at the Ashram.



Village of Carol Stream

Ross Ferraro, Mayor • Janice Koester, Clerk • Joseph E. Breinig, Manager 500 N. Gary Avenue • Carol Stream, Illinois 60188-1899 (630) 665-7050 • FAX (630) 665-1064 www.carolstream.org

November 23, 2005

Ms. Keya Willis
DuPage County Department of Economic Development & Planning
Zoning Division
421 N. County Farm Road
Wheaton, IL 60187

Re:

ZBA Case #5164-05

Resolution No. 2162

Dear Ms. Willis:

Attached please find a certified copy of a Resolution of Objection adopted by the Carol Stream Village Board regarding ZBA Case #5164-05, which is a request for Conditional Use for Religious Institution.

We hope you find this satisfactory. If you should require any additional information, please do not hesitate to call me at (630)871-6231.

Very truly yours,

Robert J. Glees, PE, AICP

Community Development Director

RJG:bg

u:\dupage zba\5164-05c.doc

R.2162

VILLAGE OF CAROL STREAM 500 N. Gary Avenue Carol Stream, Illinois 60188

RESOLUTION NO. 2162

A RESOLUTION OF OBJECTION TO A REQUEST FOR A CONDITIONAL USE FOR THE PROPERTY LOCATED AT 28W100 ST. CHARLES ROAD (DUPAGE COUNTY ZBA CASE NO. 5164-05)

ADOPTED BY THE MAYOR AND BOARD OF TRUSTEES
OF THE VILLAGE OF CAROL STREAM, ILLINOIS

THIS 21st DAY OF NOVEMBER 2005

Published in pamphlet form by authority of the Mayor and Board of Trustees of the Village of Carol Stream County of DuPage, Illinois This 1st day of December 2005.

RESOLUTION NO. 2162

A RESOLUTION OF OBJECTION TO A REQUEST FOR A CONDITIONAL USE FOR THE PROPERTY LOCATED AT 28W100 ST. CHARLES ROAD (DUPAGE COUNTY ZBA CASE NO. 5164-05)

WHEREAS, the Corporate Authorities of the Village of Carol Stream have been advised that DuPage County is considering a request for a conditional use pursuant to Section 37-7.2-2(o) of the DuPage County Ordinance to grant approval of a Conditional Use for Religious Institution at 28W100 St. Charles Road, within DuPage County, Docket Number 5164-05; and,

WHEREAS, the subject property is within the Village of Carol Stream's planning jurisdiction and within its ultimate municipal boundaries; and,

WHEREAS, the following concerns have been raised regarding the request:

- 1. No site plan was received for the proposed religious institution. It is impossible to evaluate the potential impacts associated with a development without a detailed site plan.
- 2. A religious use at this location would have the potential for a number of impacts, such as traffic generation and safe access. We have received no information that would indicate how the impacts of development on the roadways and adjacent properties would be addressed.
- 3. The development is proposed to use well and septic systems. We believe placing such a potentially high-intensity use on well and septic systems should be carefully evaluated.
- 4. The property is within the Village of Carol Stream's planning jurisdiction. The Village is highly interested in ensuring that development in this area is in the best interests of the community.
- 5. The proposed use is not in conformance with Carol Stream's Future Land Use Plan, which calls for a single-family residential use.
- 6. We are concerned with potential impacts to the adjacent Benjamin School.

WHEREAS, the Corporate Authorities concurred in such concerns.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DU PAGE COUNTY, ILLINOIS, IN.

THE EXERCISE OF ITS HOME RULE POWERS, as follows:

SECTION 1: That the DuPage County Board be and hereby is notified of the opposition of the Corporate Authorities of the Village of Carol Stream to the granting of action requested in ZBA Case 5164-05.

SECTION 2: This Resolution shall be in full force and effect upon its passage, and approval in accordance with law.

PASSED AND APPROVED THIS 21st DAY OF NOVEMBER, 2005

AYES:

5

Trustees McCarthy, Gieser, Saverino, Stubbs

Pamela Fermer, Mayor Pro-Tem

& Fenner

NAYS:

0

1

ABSENT:

Trustee Shanahan

ATTEST:

Janice Koester, Village Clerk



Village of Carol Stream

ROSS FERRARO, MAYOR • JANICE KOESTER, CLERK • JOSEPH E. BREINIG, MANAGER
500 N. GARY AVENUE • CAROL STREAM, ILLINOIS 60188-1899
(630) 665-7050 • FAX (630) 665-1064
www.carolstream.org

STATE OF ILLINOIS)

ss. Village of Carol Stream

COUNTY OF DU PAGE)

CERTIFICATION

I, Wynne W. Progar, do hereby certify that I am the duly appointed and acting municipal Deputy Clerk of the Village of Carol Stream, DuPage County, Illinois.

I further certify that the attached is a true and correct copy of RESOLUTION NO. 2162: A RESOLUTION OF OBJECTION TO A REQUEST FOR A CONDITIONAL USE FOR THE PROPERTY LOCATED AT 28W100 ST. CHARLES ROAD – (DUPAGE COUNTY ZBA CASE NO. 4164-05).

This resolution was passed and approved by the Mayor and Board of Trustees on November 21, 2005.

Dated at Carol Stream, Illinois This 23rd day of November 2005

(SEAL)

Wynne W. Progar, Deputy Clerk

Mr.Scott Pointner, Attorney

CC: Paul Haas, Dupage County Zoning Board

CC: Village of Carol Stream CC: Benjamin School District 25

Dear Mr. Pointner,

We are writing you as the Directors of the Yog Sadhan Ashram (the Ashram). We would like to take this opportunity to briefly explain the purpose and mission of the Ashram, and our proposed use of 28W100 St. Charles Road so that you can better evaluate our application for a Conditional Use Permit for the property.

Yog Sadhan Asharm is a small religious institute registered with the IRS under 501-C(3) classification. The Ashram preaches the tenets of Hinduism and teaches Yoga for the mind, body and soul. Yoga is one of the fundamental and most ancient aspects of Hinduism.

The Ashram has been teaching Yoga and performing Hindu religious rites in the Chicagoland area for the past fifteen years. The classes and lectures have been conducted at various temples, churches, libraries, hospitals, park districts and homes throughout the area. We have even offered classes at government agencies such as the IRS, EPA and Social Security Administration. Normal attendance for our classes and lectures is roughly between 10 to 25 students. Most of the people who learn Yoga from us practice it at their own homes. The Ashram also offers classes and lectures on its core teachings at the Ashram itself. We hope to offer Yoga classes and religious services at the West Chicago property.

One of our core beliefs is that the philosophy and practice of Yoga should be available to everyone. Although the Ashram accepts donations, we do not solicit donations. Therefore, all of our teachers are volunteers, and almost all of the services and literature offered at the Ashram are completely free of charge.

According to Hindu tradition an "ashram" is different from a temple (called a "mandir") in that an Ashram must be located in a peaceful, serene setting suitable for quiet meditation. After searching for a suitable piece of property for over three years, the Ashram purchased 28W100 St. Charles Road in August 2005. Prior to purchasing the property, we consulted our neighbors, all of whom expressed no objection to our proposed use of the property. All of the Ashram's members and directors were thrilled to find such a quite, secluded property that was centrally located in the Chicagoland area. This property is truly unique and perfect for us. For this reason, we respectfully request

the County grant us a Conditional Use Permit so that we can pursue our goals and respectfully serve the community.

As far as the premises are concerned, we understand that some community members may currently misunderstand our organization. We believe that some may mistakenly believe that we are a large Hindu temple (a "mandir") like the BAPS temple that was recently constructed on Route 59 in Bartlett, or like other large churches in the area. In order to dispel any such misconceptions, we would like to formally commit ourselves to the following:

- We have no plans for any new construction on the property.
- We will not cut any healthy trees or bushes and plan to plant new tees to replace aging trees.
- We plan to beautify the property with new flower beds.
- We will not add exterior lighting or decorations, other than small seasonal holiday lighting and decorations such as Christmas lights.
- There will be no exterior sound system.
- The two existing wells and two existing septic tank systems are more than adequate for our limited use.
- Current electric and gas utilities to the property are more than adequate according to the utility companies.
- We typically hold a couple of one-hour classes in the evening on week days and two to three morning classes on the weekends. These classes are limited to twenty students. Occasionally, special teachings are held for students fewer than ten.
- Ample parking exists on the property for daily use. There is no need for any parking outside the gated property.
- Based on our small size and the timing of the classes and services, the effect on surrounding traffic, including traffic on St. Charles Road, will be insignificant.

We are proud of our commitment to selfless community service for people of all faiths, national origins, and financial backgrounds. We truly hope that you will grant the Conditional Use Permit so that our dream may be fulfilled.

We invite you to visit us, ask any questions that you may have, and examine the property. Once you experience what and how we teach, we truly believe you will ask yourself "why I didn't I discover the Ashram earlier?"

Thank you for taking the time to read this letter. Please feel free to call us at 630-293-9554 (home) or 630 643-8220 (cell) with any questions.

Mike Khetarpal, Director

Manny Sharma, Director

Hersh Khetarpal, Director

12/5/05-

Village of Carol Stream INTER-DEPARTMENTAL MEMO

TO:

Mayor Ross Ferraro Trustee Tom Shanahan

Trustee Skip Stubbs Trustee Frank Saverino Trustee Rick Gieser Trustee Matt McCarthy

FROM:

Community Education Center Advisory Committee

Trustee Pam Fenner

DATE:

December 13, 2005

RE:

Carol Stream Community Education Center - Year End Report

Each year the Community Education Center Advisory Committee is required to provide a report updating the Village and College of DuPage on existing and needed programs and services offered at the Community Education Center. Attached is a draft copy of the Advisory Committee meeting minutes from September 21, 2005, enrollment data through fall 2005, Community Meeting Room Usage Report, enrollment report for free Computer Classes and flyer announcing the opening of the new Children's Play Center for the College of DuPage Community Education Center in Carol Stream. It was an exciting year for the Community Education Center in Carol Stream as it completed its first full year of classes. A review of the enrollment data shows that 356 students enrolled in the fall quarter of 2004 and increased 27% to 452 students in the fall quarter 2005.

One of the more innovative and unique programs to open this fall was the new Children's Play Center, which allows enrolled student parents to drop-off their 3-12 year-old child at the center while they are attending classes. The Play Center is an enhanced learning center designed to enhance childhood development. The curriculum includes music, science, art, math, literacy and large and small motor activities. The Advisory Committee is very excited about this new and innovative service and feels it will afford parents the opportunity to continue their educational endeavors while maintaining peace of mind that their children are receiving high-quality care and instruction. There were 6 children enrolled in the Center this past fall. The Center can accommodate up to 10 children.

On another positive note the Community Education Center closed the year in the black, which is a testament to the efficiency of the College of DuPage and Milli Jones' tight management of the Center.

The Advisory Committee is excited about the response it has received from the community so far and is continuing to investigate new ways to promote the programs offered at the Carol Stream Center.

Cc: Carol Stream Community Education Center Advisory Committee
Sunil Chand, Ph.D., College of DuPage, President
Terry Fuller, COD Director of Academic Services and Regional Centers
Joseph Breinig, Village Manager

DRAFT

College of DuPage - Carol Stream Community Education Center **Advisory Committee Meeting Minutes** September 21, 2005

9:00 a.m.

Attendance:

Greg Bielawski, Chairman

Pam Fenner, Village of Carol Stream – Trustee Lynn O'Dell, Carol Stream Public Library – Director Terry Fuller, COD – Director of Academic Services

Milli Jones, COD – CEC Supervisor

Vanessa Roth, Outreach Community Center – Director Emeritus Joyce Abel, COD - Director of Business & Professional Institute Alicia Lopez, Prince Castle - Director of Human Resources

Absent:

Bill Berndt, Gerlin Industries - Chief Financial Officer

Eric Dawson, Lutheran Church of the Master – Pastor (Resigned due to

reassignment)

Joanna Escobar, COD - Associate Dean of ESL, ABE & ASE (Resigned

due to retirement)

Also Present: Robert Mellor, Village of Carol Stream – Assistant Village Manager, Staff

Liaison & Advisory Committee Secretary

Ann Kennedy, Carol Stream Public Library - Acting Director

1. Approval of Minutes of the January 19, 2005 Meeting

Greg began the meeting at 9:00 a.m. and asked if there were any comments or corrections to the minutes from the January 19, 2005 committee meeting? Pam Fenner moved and Lynn O'Dell seconded the motion to approve the January 19, 2005 committee meeting minutes. The motion passed unanimously.

2. Update on Community Education Center Programs & Services

- a. Community Meeting Room Milli distributed a list of groups who have used the Community Meeting Rooms 123A and 123B. The Carol Stream Chamber of Commerce continues to hold its monthly Board meetings at the CEC. The Carol Stream Historical Society and Cancer Society are also using the facilities on a continuing basis. Lutheran church of the Master is using the facility to conduct interviews for their new pastor. Greg suggested that COD prepare a flyer describing the availability of the Community Meeting Room to send to various community groups in the Village.
- b. Computer Lab Usage and Enrollment Terry distributed copies of reports showing student enrollment in the free and fee based computer classes. Since January 2005 there have been 15 free computer classes ranging in

size from 5 to 20 students. Eighteen free classes have been offered since January. Terry stated that computer course enrollment has declined since September 11, 2001 but that enrollment is starting to increase again. Terry stated he would attempt to report on the demographics of those enrolled in computer courses. Milli stated that she would attempt to develop a report on walk-in users of the computer lab.

c. Baby sitting – Milli reported that there are 5 children registered for the evening childcare program and 1 for the day program. The facility can accommodate 10 children. Milli distributed bi-lingual flyers promoting the childcare facility. Students may use the facility while they are attending class at the Community Education Center. The fee for use of the children's play center is \$3/hour. Milli distributed copies of the babysitting center budget, which show a positive balance.

3. Update on Curriculum & Enrollment

Terry distributed copies of the Carol Stream Community Education Center Enrollment Summary showing total enrollment of 5,864, quarter credit hours for 2004-05, which started later than the normal school year. The target was 6,700 hours for a complete year. Vanessa requested enrollment data by specific areas within the Village. Terry stated he would attempt to get this data for the next meeting. Terry distributed copies of the Profit and Loss statement, which shows a positive balance of \$27,599 for 2004-05.

4. Other Business

a. Committee Vacancies/Terms of Office – Greg stated that there are currently 2 vacancies on the committee with the retirement of Joanna Escobar and reassignment of Pastor Eric Dawson to a new church. Greg will ask Bill Berndt if he has an interest in continuing to serve on the committee. Greg asked the committee to let him know if they are still interested in serving on the committee and to submit names of potential new members who he could present to Ross. Greg suggested that it maybe an appropriate time to include a student on the committee and perhaps broaden it to include a different mix of members. Greg suggested recruiting another business representative to join the committee

5. Adjournment

Greg commented that we are required to provide semi-annual reports to the Village and COD Boards and that now that we have one year of operational data we should do so by the end of the year. Bob Mellor was directed to prepare a draft for the Advisory Committee to review. The Committee decided to convene meetings biannually on the third Wednesday of April and September or more frequently as needed. The next meeting was set for Wednesday April 19, 2006 at 9:00 a.m. at the Community Education Center, 500 N. Kuhn Road, Carol Stream.

Terry Fuller moved and Lynn O'Dell seconded the motion to adjourn the meeting at 10:08 a.m. The motion was approved unanimously.

Learn About Computers

Free 3-hour program

What will I learn?

Discover Windows, Word, e-mail and the Internet in this exciting, 3-hour training session "Intro to Computer Literacy". This is a hands-on introductory level class for adults who wish to develop computer skills. This program is taught in English except for the sessions noted below that are taught in Spanish.

How much does it cost?

This program is free for Carol Stream residents.

When can I learn?

Training sessions will be held twice each month, choose one of the following dates:

Bilingual: English/Spanish	Tuesday, Sept. 13	6 to 9 p.m.
_	Saturday, Sept. 17	9 a.m. to noon
	Tuesday, Oct. 11	6 to 9 p.m.
Bilingual: English/Spanish	Saturday Oct. 15	9 a.m. to noon
Bilingual: English/Spanish	Tuesday Nov. 8	6 to 9 p.m.
	Saturday, Nov. 12	9 a.m. to noon
	Tuesday, Dec. 13	6 to 9 p.m.
	Saturday, Dec. 17	9 a.m. to noon

Where is the class held?

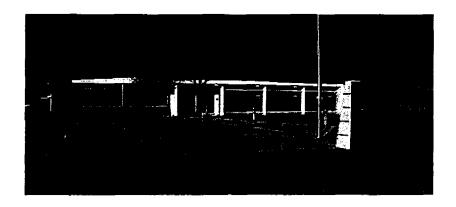
We will meet at the new College of DuPage Carol Stream Community Education Center at 500 North Kuhn Road.

How do I sign-up to attend?

Please call the C.O.D. Carol Stream Community Education Center at (630) 942-4888 to register or visit our office. Hours of operation are Monday thru Friday 8:30 a.m. to 10:00 p.m. and Saturday 8:30 a.m. to 2:00 p.m.

Students may attend this training program one time only.

College of DuPage



Carel Stream Community Education Center 500 N. Kuhn Rd. Carol Stream, IL. 60188 630-942-4888

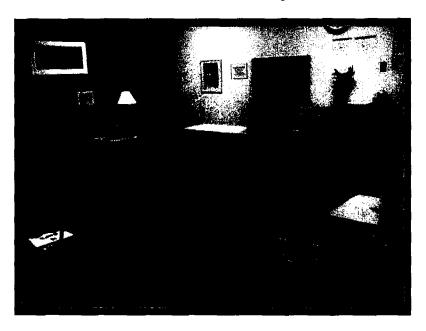
Spring Semester 2006

Spring into action 2006 at College of DuPage Carol Stream Community Education Center and our expanded class selection, Children's Play Center facility, free one day "intro to computer class", and continuing education classes. We invite you to take advantage of the many resources that the CSCEC has to offer:

- State of the art classrooms.
- Variety of credit and non-credit classes.
- ABE, ESL and GED classes offered at convenient days and times.
- Free one day "Intro to Computers" class for Carol Stream residents and individuals that work in Carol Stream.
- Counselors available, check with front desk for appointments.
- Open computer lab equipped with the latest software.
- Career Resource Center available to the community.
- Open Monday-Friday 8:30AM to 9:45PM and Saturdays 7:30AM to 2:45PM.
- Children's Play Center facility available for children 3 to 12 years of age. (Hours and Days to be determined).
- Parking available to accommodate 150+ cars.
- Please be aware that you will be attending one of the best community colleges in the country!

Do you take or will take classes at College of DuPage Carol Stream Community Education Center?

Then bring your children to the Children's Play Center



At the Children's Play Center children 3 to 12 years of age enhance their learning abilities, while their parents/guardians take classes at COD Carol Stream Community Education Center. The Children's Play Center program is designed to enhance the development of the whole child. The curriculum includes music, science, art, math, literacy, large and small motor activities. We also provide assistance with homework for school age children. Call (630) 942-4888 for additional information

Children's Play Center

500N Kuhn Road Carol Stream, Il 60188

Inscribase ahora



A los estudiantes del College of DuPage en Carol Stream Community Education Center

Children's Play Center proveé servicios supervisados a estudiantes del College Of DuPage en Carol Stream Community Education Center que tienen niños entre 3 y 12 años de edad. El centro es operado por profesionales en educación de niños y solo ofrece sus servicios mientras los padres están en classes. Los niños deben estar registrados una semana antes que comienze el semestre. Estaremos registrando a niños el Miercoles 24 de Agosto del 2005, de 9:00-7:00 de la noche. Por favor traiga un comprobante de registro de classes, comprobante de edad del niño y una copia del examen fisico. El centro trendra una cuota de \$3.00 por hora/por niño. Para mas información, favor de llamar al (630) 942-4888.

* Horario del Children's Play Center:

6:45AM – 9:30PM Lunes- Jueves 6:45AM – 12:00PM Viernes 7:45AM – 2:45PM Sábados

* Horario varia semestre a semestre.

Carol Stream Community Education Center - Enrollment Summary

		Quarter	
2004 - 2005	Seatcount	Credit Hours	
Fall 2004	356	1,236	
Winter 2005	401	1,656	
Spring 2005	414	1,637	
Summer 2005	313	1,335	
Totals	1,484	5,864	3929 *
		Semester	
2005 - 2006	Seatcount	Credit Hours	
Fall 2005	452	1,716	

^{*}Quarter hours converted to semester hours.

Carol Stream Community Education Center Meeting Room Attendees

Date	Organization	Number of Attendees
10/11/2004	Carol Stream Village Board meeting	75
11/4/2004	Carol Stream Advisory Meeting	15
11/16/2004	BPI Frederick, Lilly	30
11/17/2004	BPI Frederick, Lilly	30
12/4/2004	Sadie Flucas NATL	2
12/11/2004	Sadie Flucas NATL	4
12/15/2004	Girls Scouts	30
1/8/2005	DuPage Cancer Society	30
1/13/2005	Carol Stream Chamber Meeting	15
1/19/2005	Carol Stream Advisory Meeting	12
1/21/2005	College Of DuPage Advising and Counseling	40
1/26/2005	Tom Weeks	6
2/10/2005	Carol Stream Chamber Meeting	15
2/25/2005	Skills USA Student Test	320
3/10/2005	Carol Stream Chamber Meeting	15
3/18/2005	Regional Supervisors Meeting	10
5/4/2005	Women in Business CS Chamber	12
5/20/2005	Student Government meeting	12
5/21/2005	CS Historical Society	30
6/10/2005	CS Cheerleaders	85
6/15/2005	Women in Business CS Chamber	12
6/21/2005	Lutheran Church of the Master	12
6/25/2005	Carol Stream Cheerleaders coaches	25
7/7/2005	Milli Jones Interviews	7
7/15/2006	COD Punch list meeting	7
7/20/2005	Women in Business CS Chamber	12
8/2/2005	ITB Meeting	5
8/18/2005	D&R Technology	15
9/10/2005	Cancer Society	30
9/13/2005	Tom Weeks	10
9/15/2005	BPI Management Training	12
·	<u> </u>	

Student count for free computer class 2005

Date	Attendance
1/12/2005	Cancelled
1/15/2005	5
2/8/2005	7
2/12/2005	11
3/8/2005	6
3/12/2005	8
4/12/2005	7
4/16/2005	8
5/11/2005	8
5/14/2005	7
6/8/2005	Cancelled
6/11/2005	12
7/13/2005	8
7/16/2005	20
8/10/2005	17
8/13/2005	11
9/13/2005	Cancelled
9/17/2005	6

Village of Carol Stream Interdepartmental Memo

TO:

Joseph Breinig, Village Manager

FROM:

James T. Knudsen, Director of Engineering Services

DATE:

December 13, 2005

RE:

Stream Bank & Shoreline Education Program - Illinois

Department of Natural Resources (IDNR) Conservation 2000

(C2000) Grant Agreement

In February 2005 the Village of Carol Stream applied for the above referenced grant. We were notified by IDNR on December 5th that we received an \$11,767.00 C2000 grant for our Stream Bank & Shoreline Education Program. We had previously received an \$8,965 grant from DuPage County's Storm Water Quality Improvement Program. Initially the Village's match share was \$52,945. The Village's new match has been significantly decreased to only \$471.00.

This program consists of several elements to help educate and inform residents on the importance of maintaining our pond shorelines and stream banks, and what they can do to help. This program will help the Village meet the requirements of the National Pollutant Discharge Eliminating System (NPDES) six minimal control measures; namely education, public involvement and good housekeeping/pollution prevention. The program will consist of:

1. Designing and installing educational signs at nine locations on recently restored pond shorelines, stream banks and wetlands.

2. Printing and distributing 2,000 educational brochures on how the Village maintains these areas and how residents can help.

3. Partnering with a school and The Conservation Foundation where students will receive education on habitat restoration and protection, storm water quality, biodiversity, stream ecology and watershed protection.

4. Continuing our monitoring and management program of our pond shorelines, stream banks and wetlands.

5. Continue with our Pond and Stream Sweep and Shoreline Cleanup Program where residents help clean up these areas.

Some of these elements the Village has been doing for some time, i.e. items 2, 4 and 5. The educational signs and teacher/student training are new elements that will help us meet NPDES Phase III requirements.

Staff, therefore, recommends the Village enter into this Grant Agreement with IDNR for the Stream Bank and Shoreline Education Program.

Cc: Stan Helgerson, Finance Director
Al Turner, Director of Public Works
William N. Cleveland, Assistant Village Engineer

DNR Grant/Project No.: DRC001-06

Ecosystem Partnership: DuPage River Coalition

A GRANT AGREEMENT between STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES ECOSYSTEMS PROGRAM and

Village of Carol Stream, hereinafter referred to as the Grantee.

Whereas the Department has the authority, pursuant to Illinois statute 30 ILCS 105/6z-32, to enter into this agreement for the following purposes:

- 1. To establish and protect a system of ecosystems in public and private ownership through conservation easements; incentives to public and private landowners including technical assistance, grants, and land acquisition.
- 2. To develop a systematic and long-term program to effectively measure and monitor natural resources and ecological conditions through investments in technology and involvement of scientific experts.
- 3. To initiate strategies to enhance, use, and maintain Illinois' inland lakes through education, technical assistance, research, and financial incentives.

This agreement is made and entered into this _____ day of ______, 2005, by and between the Department of Natural Resources (hereinafter referred to as "Department") and the Grantee. In view of mutual covenants herewith contained, the parties agree as follows:

ARTICLE 1: PROGRAM TERMS AND CONDITIONS GOVERNING GRANT

1. GRANT PROJECT AND AMOUNT: Department agrees to provide a grant in the maximum amount of \$11,767.00 to the Grantee subject to the terms and conditions of this grant agreement for the following project:

Project Title: Stream Bank & Shoreline Education Program

Project Type: Outreach/Education

Project Description: This project consists of providing educational brochures, student training and informational signs along shorelines and stream banks that were rehabilitated using wetland plants and native prairie buffers. The goal is to raise awareness as well as to educate the public on how they can protect these vital areas.

- _____, 2005, upon date of day of _ TERM: This grant is effective this 2. execution and shall terminate on {12/31/2007}. The Grantee shall use its best efforts and due diligence to complete the project within the grant term. Any request for an extension to this grant must be delivered to the Ecosystem Administrator identified in paragraph 9 below 90 days prior to the termination date of this grant. The request must be written, executed by an authorized representative of the Grantee and must contain a detailed explanation as to why the extension is needed and the time period of the extension being requested. After evaluation of the request, the Department will notify the Grantee of its decision to approve or disapprove the extension request. If approved, an Amendment to this grant agreement will be prepared by the Department for execution by both parties. This grant is subject to the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 et seq. All payments made for this grant are to be payments for work related to this project as per documents provided by the Grantee to the Department and attached to this agreement (Attachment C).
- 3. DISBURSEMENTS: The Grantee may submit a written request for the release of \$4,706.80 as an advance payment. If this project requires a Preliminary Project Report, no advance payment will be approved by the Department until a complete Preliminary Project Report is received. For the purpose of the match, expenditures in support of the completion of the project made after the date of the award letter will be allowed. The Grantee shall submit a billing statement signed by its authorized representative previous to any advance payment allowed for as part of this grant. The Grantee shall also secure and submit the written approval of the Ecosystem Administrator identified in paragraph 9 below, before billing the Department for either advance payments allowed by this grant, if any, or any interim or final payment.

The balance of the actual project expenditures are to be reimbursed upon submission of documentation of actual project expenses, except for fee simple or conservation easement acquisitions.

Final payment will be made upon submission of documentation of actual project expenditures and upon documentation that the match share of \$9,426.00 has been expended by the Grantee. If the Grantee fails to expend the identified match share, the Department may prorate reimbursement of grant funds. Upon completion of the project, the Grantee shall submit expenditure documentation confirming the costs expended, including the matching costs, along with the Final Report described in paragraph 6 below.

- 4. EXECUTION OF THE PROJECT: Execution of the project shall be in accordance with the Ecosystem Project Scope of Work narrative and relevant attachments (i.e.: maps, photographs, management plans, design plans, project outlines, etc.). Attached hereto as Attachment C the Ecosystem Project Scope of Work shall be based upon the ecosystem project application submitted by the Grantee.
- 5. GRANT DATA AND DELIVERABLES: "Grant Data" means recorded information, regardless of form or characteristic, which is developed, generated, or produced by the Grantee in the course of fulfilling the grant. Grant Data used to produce the deliverables under the grant shall remain the property of the Grantee. However, the Department may use any or all Grant Data developed as part of the project without restriction and without compensation to the Grantee. In the event

Grantee initial	s
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that the Grantee obtains a patent, copyright, or otherwise restricts access to Grant Data, the Department shall have a royalty-free license to use the patented invention or copyrighted material for the Department's own purposes.

"Deliverables" specified to be produced or performed under this grant shall become the property of the Department and two (2) complete sets shall be delivered to the Department in accordance with the provisions of Attachment C (Ecosystem Project Scope of Work).

The Grantee will not publish or permit any other person to publish any report, study, or other document produced by the Grantee as a deliverable under this grant without the Department's advance approval. The Grantee shall acknowledge the sponsorship of the Department in the project in any such publication, or shall accede to any request by the Department that appropriate disclaimer language be incorporated into the publication.

6. FINAL REPORT: In addition to any reports, maps, photographs, or narratives described in Attachment C, the Grantee shall also submit two (2) complete copies of a Final Report detailing the methods used to fulfill this grant and documenting actual expenditures and match share in completion of the project. The Grantee must submit this Final Report within 45 days after the completion of this project or within 45 days after the expiration of this grant agreement to the Ecosystem Administrator identified in paragraph 9 below. If the Final Report is not delivered within this time allowance, the grant funds remaining for this project may be forfeited and any funds paid out to the Grantee as advance or interim payments will be returned to the Department for deposit in the Conservation 2000 Fund. Failure to provide a Final Report may result in actions to recover grant funds in accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 et seq.

ARTICLE 2: STANDARD TERMS AND CONDITIONS

- 7. SUBGRANTEE DISCLOSURE: The Grantee will disclose the use of any subgrantee to fulfill obligations under this grant by providing the subgrantee's name, address, telephone number, a description of the services to be rendered, and the amount to be paid the subgrantee as part of the project, by completing Attachment D. All subgrantees must be listed on Attachment D prior to the completion of the project.
- 8. PERSONNEL: Subject to paragraph 7 above, all technical, clerical, and other personnel necessary for the effective performance of the grant shall be employed by the Grantee, and shall in all respects be subject to the rules and regulations of the Grantee governing staff members and employees. Neither the Grantee nor its personnel shall be considered to be agents or employees of the Department.
- 9. ECOSYSTEM ADMINISTRATOR: The Ecosystem Administrator shall discuss with the Grantee any plans, specifications, or strategies for implementing the project described in Attachment C, along with the timetable for implementation of the project, and approve in writing any payments allowed for under this grant. The Ecosystem Administrator may withhold approval of the advance payment if he/she believes the Grantee is not prepared to meet the terms of this grant. The Ecosystem Administrator shall approve in writing the final payment based on a review of all

Deliverables (see paragraph 5) required by the grant, and the Final Report (see paragraph 6). The following Department staff person is designated as the Ecosystem Administrator for this grant: Lynn Boerman; 2050 West Stearns Road; Bartlett, IL 60103; 847-608-3100 x2041.

10. NOTICES: Any notices by the Grantee or Department pertaining to this grant agreement shall be sent to the addresses below or to such address as may be hereafter specified by notice in writing:

Grantor:

Illinois Department of Natural Resources

OREP / C2000 Program One Natural Resources Way Springfield, IL 62702-1271

Grantee:

Village of Carol Stream

500 North Gary Avenue Carol Stream, IL 60188

11. TERMINATION: Either Party has the right to terminate this grant upon ten (10) days written notice to the other Party. This grant may be IMMEDIATELY terminated by the Department under any of the following conditions:

a) Grantee fails to perform as required;

- b) Department determines Grantee's performance to be unsatisfactory;
- c) Impossibility to complete the project due to unforeseen circumstances.

Payments may be made for work completed prior to termination that can be utilized by the Department. All other legal and equitable remedies shall remain in effect including actions pursuant to the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 et seq. Failure to enforce a violation on one occasion does not act as a waiver to enforce a violation on another occasion.

- 12. LAWS OF ILLINOIS: This grant shall be governed in all respects by the laws of the State of Illinois. Grantee agrees that it shall be responsible for and obtain all necessary Permits, Licenses or Forms of Consent from any necessary federal, state, local governmental entity, or private landowner. If applicable, the Grantee must observe and comply with the provisions of the "Prevailing Wage Act", 820 ILCS 130/1 et seq., regardless of the amount of grant funds expended on the project.
- 13. SUBJECT TO APPROPRIATION: Obligations of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly fails to appropriate or otherwise make available sufficient funds for this agreement.
- 14. ENVIRONMENTAL CONCERNS: Review of this project under the context of the Department's Comprehensive Environmental Review Process (CERP) has been completed. Adverse impacts to cultural resources, threatened or endangered species, Illinois Natural Areas Inventory sites, Nature Preserves, or wetland resources are not anticipated. Therefore, the project may proceed in accordance with Attachment C (Ecosystem Project Scope of Work).

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GRANT:

ATTACHMENT A: GRANT CERTIFICATIONS

ATTACHMENT B: GRANT COMPLIANCE REQUIREMENTS

ATTACHMENT C: ECOSYSTEM PROJECT SCOPE OF WORK

ATTACHMENT D: SUBGRANTEE DISCLOSURE

Recommended by: Conservation 2000 Administrator	(Jim Knudsen, a duly authorized representative of the Village of Carol Stream 500 North Gary Avenue Carol Stream, IL 60188)		
	Printed Name and Title of Authorized Representative		
	36-2510906		
	Grantee's SSN/FEIN		
Joel Brunsvold, Director, Illinois Department of Natural Resources Printed Name and Title of Designee	Date		
William Richardson, General Counsel, Illinois Department of Natural Resources	Date		
Printed Name and Title of Designee	• • • • • • • • • • • • • • • • • • •		
Ellen King-Pietrzak, Fiscal Officer, Illinois Department of Natural Resources	Date		
Printed Name and Title of Designee			

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ATTACHMENT A

Grant Certifications Conservation 2000

STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES

	The Grantee certifies that it is not barred from being awarded a contract or subcontract under Section 50 of the Illinois Procurement Code (30 ILCS 500/50).
П.	The Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33-E3 or 33-E4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 720 ILCS 5/33E-4).

III. The Grantee certifies that it is not in default on an educational loan as provided in Public Act 85-827 (5 ILCS 385/1) (a partnership shall be considered barred if any partner is in default on an educational loan).

IV. The Grantee is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1).

Under penalties of perjury, I certify that the name, taxpayer identification	cation number, and legal status listed below are correct.
Name: Village of Carol Stream	
Taxpayer Identification Number: Social Security Account Number	
or Federal Employer Identification Number 36-2510906	
(If you are an individual, enter your name and SSN as it appears on for a sole proprietorship, enter the owner's name followed by the n entities, enter the name of the entity as used to apply for the entity'	ame of the business and the owner booth 2 of the
Legal Status (Check one):	
☐ Individual ☐ Owner of Sole Proprietorship ☐ Partnership ☐ Tax-exempt hospital or extended care facility ☐ Corporation providing or billing medical and/or health care services ☐ Corporation NOT providing or billing medical and/or health care service	☐ Governmental Entity ☐ Nonresident alien individual ☐ Estate or legal trust ☐ Foreign corporation, partnership, estate, or trust ☐ Other:

VI. This certification is required by the Drug Free Workplace Act (30 ILCS 580/1) for contracts and grants effective January 1, 1992. The Drug Free Workplace Act requires that no Grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract from the State for the procurement of any property or services unless that the Grantee or contractor will provide a drug free workplace and that individuals must not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the contract or grant. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

GRANTEE: For the purpose of this certification, "Grantee" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

 Grantee	initials

The Grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the Grantee's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs;
 - (4) the penalties that may be imposed upon employees for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

INDIVIDUALS: If Grantee is an individual, or an individual doing business in the form of a sole proprietorship, the individual certifies that the individual will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the contract or grant. Grantee certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the contract or grant. This requirement applies to contracts or grants of more than \$5,000.

VII. In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the Department of Central Management Services does not unlawfully discriminate in employment, contracts, or any other activity.

Grantee, its employees and subgrantees, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the Public Works Employment Discrimination Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The equal employment opportunity clause of the Department of Human Rights' rules is specifically incorporated herein.

The Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130) (ADA) prohibit

	Grantee	initials
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discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this grant, the undersigned Grantee certifies that services, programs and activities provided under this grant are and will continue to be in compliance with the ADA.

- VIII. Grantee certifies he/she has informed the director of the agency in writing if he/she was formerly employed by that agency and has received an early retirement incentive under Section 40 ILCS 5/14-108.3 or 40 ILCS 5/16-133.3 of the Illinois Pension Code. Grantee acknowledges and agrees that if such early retirement incentive was received, this grant is not valid unless the official executing the grant has made the appropriate filing with the Auditor General prior to execution.
- IX. RETENTION OF RECORDS: The Grantee or subgrantee shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract. The books and records shall be maintained by the Grantee for a period of 3 years from the later of the date of final payment under the or completion of the contract and by the subgrantee for a period of 3 years from the later of the date of final payment under the subcontract or completion of the subcontract. However, the 3-year period shall be extended for the duration of any audit in progress at the time of that period's expiration. All books and records shall be available for review and audit by the Auditor General and the purchasing agency. The Grantee agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books and records required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which required books and records are not available. (30 ILCS 500/20-65).
 - X. SEXUAL HARASSMENT: Pursuant to 775 ILCS 5/2-105(A)(4), Grantee shall have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.
- XI. For contracts or grants exceeding \$10,000, the Grantee certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- XII. Grantee shall notify the Department's Ethics Officer if Grantee solicits or intends to solicit for employment any of the Department's employees during any part of the procurement process or during the term of the grant.
- XIII. WAGES OF LABORERS, MECHANICS AND OTHER WORKMEN: If applicable, the Grantee shall be required to observe and comply with provisions of the "Prevailing Wage Act," 820 ILCS 130/1 et. seq., which applies to the wages of laborers, mechanics and other workers employed in any public works.
- XIV. The Grantee or bidder certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if he knows or should know that he, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency if he, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The Grantee further acknowledges that the contracting State agency may declare the contract null and void if this certification is false or if the Grantee, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.
- XV. The Grantee certifies in accordance with Public Act 93-0307 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.
- XVI. The Grantee certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, 815 ILCS 5/1 et seq., for a period of five years prior to the date of the bid or contract. The Grantee acknowledges that the contracting agency shall declare the contract void if this certification is false.

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XVII. The Grantee certifies this agreement is in compliance with the Expenditure Act (PA 93-0552).	ne requirements of the Corpor	ate Accountability for Tax	
XVIII.The Grantee certifies in accordance with 30 ILCS 500/50-1 contract under this Section. The Grantee acknowledges that certification is false.	the contracting agency may o	deciate the contract void it this	
XIX. The Grantee certifies in accordance with Public Act 94-0264 the State under the contract have been produced in whole or	that no foreign-made equipt part by the labor of any child	nent, materials, or supplies furnitudes the age of 12.	nished to
			•
The undersigned acknowledges and agrees that each of the certification for bids, request for proposals, agreement, contract, certifications are attached.	cations or amendments shall amendment, renewal or othe	be incorporated into and made r similar document to which the	a part of lese
Grantee:			
By:(A duly authorized representative of Village of Ca	arol Stream)		

Title:

Form approved by DNR Legal Counsel August 2005 as revised by Comptroller Accounting Bulletin #128 in July 2005.

(*) Department of Human Rights Public Contract Number. <u>Each Grantee having 15 or more employees must have a current Public Contract number or have proof of having submitted a completed application for one.</u> Application forms may be obtained by contacting the Department of Human Rights, Public Contracts Section, 100 W. Randolph, 10th Floor, Chicago, Illinois 60601 or calling 312/814-2432 (TDD 312/263-1579). In the space provided, show your Public Contract Number or, if not available, the date a completed application for the number was submitted to the Department of Human Rights. <u>Grantees with less than 15 employees may indicate "not applicable".</u>

ATTACHMENT B

Grant Compliance Requirements Conservation 2000

STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES

The Grantee agrees to comply with the grant requirements set forth in administrative rules, 17 Illinois Administrative Code, Chapter 1, Section 1523 "Conservation 2000 - Ecosystems Program."

- A. PROMOTION: The Grantee must notify the media that the project specified herein has received funding from the State of Illinois, Department of Natural Resources, Conservation 2000 Fund. All publications, written documents, news articles, TV and radio releases, interviews and personal presentations that relate to this project must credit the Department's, Conservation 2000 Ecosystems Program. A notice crediting the Conservation 2000 Ecosystems Program must be posted at the main entrance to any real property or interest in real property purchased under the program.
- B. REPORTING: The Grantee must provide a written preliminary report to the Department within 90 days after receipt of notice of the award of Conservation 2000 Funds for conservation or habitat practices, land acquisition or a conservation easement. The report shall be for the portions of the property covered by a practice, acquisition or easement funded in part or solely by the Department. The report shall include specifics on the project site, ownership, conditions, changes and any issues specified in the grant agreement. Thereafter, the Grantee must provide to the Department a written report containing this same information once every 5 years throughout the life of the practice, throughout the duration of the easement or as long as the acquisition is held in the Grantee's ownership. It shall be the obligation of the Grantee to ensure the reporting requirements are also binding on any successors or assigns.

For grants or agreements that include the purchase of equipment, the Grantee must provide a written report to the Department by March 31 for equipment purchased during the preceding calendar year (January 1 through December 31) and an equipment usage report must be submitted for each of the succeeding three calendar years after purchase. Equipment usage reports must include a detailed description of the equipment items; a description of habitat management accomplished; resources protected; theft prevention measures; property and license controls; and a quantitative measure of equipment usage.

Equipment purchased by the Grantee, under the terms of this grant, shall become the property of the Grantee. Equipment acquired under this program may not be employed for commercial purposes, and may only be used for purposes similar to those described in the grant agreement. No equipment purchased as a result of this agreement shall be transferred or disposed of or used in a manner other than specified herein without approval of the Department. If equipment is transferred or disposed of prior to the end of the grant agreement or end of the reporting period, the Grantee must comply with the reporting requirements set forth above.

- C. PURCHASE: If the purchase of equipment is part of this grant and the cost of that equipment, individually or in aggregate from the same vendor, meets or exceeds \$25,000 the equipment must be purchased through either an established state, federal, or municipal procurement process, or purchased through a competitive procurement process. If a competitive procurement process is used, documentation of invitation, submission, opening, evaluation, correction, withdrawal, and award of bids will be required for reimbursement. The Department reserves the right to require the Grantee to use a written, competitive sealed bidding process for costs under \$25,000.
 - If the purchase of professional or artistic services, computer equipment, telecommunication equipment, software or services are identified as a project component and the cost, individually or in aggregate from the same vendor, meets or exceeds \$25,000 the Grantee must use a written process for the solicitation of competitive sealed proposals, unless the Grantee verifies, in writing, that competitive sealed bidding for a single procurement is not practical or advantageous; or the Grantee documents, in writing, to the Conservation 2000 Administrator, that sole source procurement is the most economically feasible solution. The Department reserves the right to require the Grantee to use a written, competitive sealed bidding process for costs under \$25,000.
- D. RETRIEVAL: All equipment, materials, supplies or personal property purchased through this agreement is subject to retrieval by the Department and/or reassignment by the Director of the Department upon dissolution of the Grantee, abandonment of the herein specified project, or as a result of Grantee noncompliance with the terms and conditions of this grant agreement. All property retrieved under this clause by the Department shall be reassigned by the Director of the Department for uses as similar as possible to the original project purposes.
- E. OPERATION AND MAINTENANCE: The Grantee is fully responsible for and must assume all operation and maintenance costs and responsibilities associated with the project. The Department will not be responsible for any operation and maintenance costs associated with the project, unless that project has been implemented on Department property, and then only with the approval prior to submission of the application for the project.

Grantee initials

- F. FINANCIAL MANAGEMENT RESPONSIBILITIES: Any Conservation 2000 monies not expended or legally obligated at the completion of the project or at the end of the grant agreement, whichever is earlier, must be returned to the Department for deposit in the Conservation 2000 Fund within 45 days. Any expenditure by the Grantee that does not comply with this agreement will be disallowed and must be returned to the Department for deposit in the Conservation 2000 Fund. Conservation 2000 funds received as an advance payment shall become part of the project principal and must be reported as a part of expenditure documentation. In accordance with Section 10 of the Illinois Grant Funds Recovery Act (30 ILCS 705/10) all interest earned on funds held by the Grantee shall become part of the grant when earned. Any interest earned under the grant and not expended as grant principal during the term of the grant shall be returned to the Department.
- G. USE: If Conservation 2000 funds are used, in part or solely, to install conservation or habitat practices on a property or acquire interests in real property, the Grantee cannot develop or use the property in any manner that is not compatible with sustaining the practices implemented or with perpetuating the ecological conditions that were preserved through the land acquisition or conservation easement, unless otherwise specified in the terms and conditions of the grant. No changes or disturbance will be allowed by the Grantee on that portion(s) of the property covered by the project, unless otherwise stipulated in the terms and conditions of the grant, without the written approval of the Director of the Department. The terms and conditions of this grant shall be binding on the Grantee and any successors or assigns of interests in said real property.

If the terms and conditions allow the owner of any outstanding interest in real property acquired through this grant to undertake capital improvements, remove vegetation, disturb soil or similar activities with the Grantee's approval, the Grantee shall consult with the Department at least 60 days in advance of providing the owner with approval to proceed. The Department shall reply to the Grantee, in writing, pursuant to the proposed action of the owner.

Any real property or interest in real property purchased, in part or solely, with Conservation 2000 funds must have a conservation easement conveyed to an agency of the federal government or an agency of the State, to a unit of local government, or to a not-for-profit corporation or trust whose primary purposes include the conservation of land, natural areas, open space or water areas, or the preservation of native plants or animals, or biotic communities, or geographic formations of scientific, aesthetic, or educational interest, or the preservation of buildings, structures or sites of historical, architectural, archeological or cultural significance.

- H. INSPECTIONS: Department representatives shall have reasonable access to the herein specified project at any reasonable hours during project development and after completion to assess progress or to ensure continuing compliance with program requirements.
- I. PUBLISHED MATERIALS: Reports or informational, media, or publicity materials must credit the Department and Conservation 2000 Ecosystems Program, and must stipulate that the Department has participated in the development of these materials through financial and other support but does not necessarily endorse all of the views expressed in the materials.
- J. CONSERVATION OR HABITAT PRACTICES: The landowner is responsible for installing, maintaining, and performing all conservation or habitat practices for no less than 10 years from the date of installation. Conversion of a conservation or habitat practice to another non-program land use prior to the expiration of the practice or the unwillingness of new owners to assume custody may result in the Grantee returning grant funds used to implement the practice(s) or such other remedies authorized by administrative rule.

Approved practices will: promote the use of native plants (except where non-native plants can be justified); increase buffer widths; extend de-watering times, interspersion of habitat types, and control exotic species; and promote the use of prescribed fire. Except as approved by the Department, exotic plants and animals shall not be knowingly released or cultured on areas where conservation or habitat practices are installed.

Grantee's Name:	Village of Carol Stream
Authorized Signature	:
Printed Name:	Date:

Attachment C

ECOSYSTEM PROJECT SCOPE OF WORK

PARTNERSHIP: DuPage River Coalition

PROJECT #: DRC001-06

PROJECT TITLE: Stream Bank & Shoreline Education Program

ABSTRACT: This project consists of providing educational brochures, student training and informational

signs along shorelines and stream banks that were rehabilitated using wetland plants and native prairie buffers. The goal is to raise awareness as well as to educate the public on how

they can protect these vital areas.

DESCRIPTION:

The project will involve the design and installation of educational signs to be placed at nine locations. The sites were specifically chosen at locations where the Village had just recently spent over \$1.5 Million of its own money for habitat restoration of 12,160 feet of stream banks and shorelines using bioengineering techniques. See attached photos. These are highly visible sites with some located in parks along Klein Creek and Winfield Creek near trails and natural areas. The Village has conservatively witnessed over 50,000 visitors each year! These sign locations will provide a great opportunity to educate numerous citizens. The signs will be designed after The Conservation Foundation's stream bank restoration signs. Attached is a draft sample. In addition the Village is planning to distribute brochures that will help educate adjacent residents on the importance of properly maintaining these areas and how they can help protect the stream bank or shoreline. Please see the attached brochure. We also will be partnering with a middle school that abuts one of the sites in order to facilitate water quality education. Students will be taught valuable lessons on factors effecting habitat restoration/protection, water quality, biodiversity, stream ecology and watershed protection. The Village currently spends over \$50,000 annually to monitor and manage its wetlands, stream banks, shorelines and prairie buffers. We have a Ten Year Monitoring and Management Program Budget as shown in the attached document. All sites are monitored and inspected each year to devise an individual maintenance strategy, which could include a prescribed burn, selective herbiciding, invasive species removal, reseeding or replanting. In an effort to help with the maintenance, volunteers will be sought to participate in the Village's annual Pond & Stream Sweep Program as well as the Shoreline Clean Up Program. These programs will give volunteers a sense of responsibility and ownership in these newly restored areas. See attached brochures. The Village has numerous projects identified in its long range Ten Year Capital Improvement Program. See attached. Two of particular interests are the Klein Creek Phase I Stream Bank Restoration Project and the Storm Water Mgmt. Funding Study. The first is really more than just a stream bank restoration project. We will actually be remeandering the stream, creating and restoring lost habitat with backwater pools, wetlands, flood plains, forests and upland prairies as well as interpretive trails that will connect to the Great Western Trail. These newly created wetlands, floodplains and prairies are not being created to replace existing habitats but rather to add new habitat areas to Klein Creek! The second project is being undertaken to create a funding source for the Village to properly manage storm water runoff in Carol Stream. Therefore we feel this first education project is crucial to our long-term success in improving storm water quality

PROJECT LOCATION(S):

County/ies Township(s) Range(s) Section(s)

Grantee initials

DuPage	39N	10E	3,4 & 5
DuPage	40N	9E	23 & 25
DuPage	40N	10E	20,29 & 32

PARTNERSHIP GOAL(S):

Increase awareness of how landscaping practices such as utilizing wetland plants and native prairie buffers improve water quality and restore stream bank and shoreline habitats to a more natural state

Educate the public on how they can help improve water quality through proper yard maintenance practices and the use of attractive native plants in their landscape design.

Coordinate a school education program on the importance of protecting the watershed and improving storm water quality.

QUARTERLY TASKS:

October 1 - December 31, 2005: Modify the design of The Conservation Foundation sign to reflect the varied environment associated throughout the Village.

January 1 - March 31, 2006: Prepare contracts for the printing and construction of the signs. Prepare and award contracts for the Monitoring & Management Program.

April 1 - June 30, 2006: Install all signs and restore the disturbed areas. Conduct annual Pond & Stream Sweep. Begin annual Monitoring & Management Program.

July 1 - September 30, 2006: Coordinate an educational program with a local school. Mail previously prepared brochures to adjacent and streamside landowners. Administer Shoreline Clean Up Program.

October 1 - December 31, 2006: Participate in the student/teacher education program.

January 1 - March 31, 2007: Prepare and award contracts for the Monitoring & Management Program.

April 1 - June 30, 2007: Conduct annual Pond & Stream Sweep. Begin annual Monitoring & Management Program.

July 1 - September 30, 2007: Administer Shoreline Clean Up Program.

October 1 - December 31, 2007: Participate in the student/teacher education program.

Annually: Conduct Monitoring & Management Program, Pond & Stream Sweep, Shoreline Clean Up Program and Teacher/Student Education Program.

ANTICIPATED RESULTS:

Number of wetland sites to be monitored: 7

Number of prairie sites to be monitored: 14

Number of teachers to be trained: 2

Number of students to be reached: 50

Number of volunteers recruited: 100

Number landowners or local officials contacted: 2070



PROJECT BUDGET: DRC001-06

Personnel			
Name or Position Title	Hourly Rate (\$)	Hours Worked	Total \$ Amount
Public Works Employee I	\$41.00	32.0	\$1,312.00
Public Works Employee II	\$35.00	24.0	\$840.00
rable works employee ==		Total, Personnel	\$2,152.00

Commodities				
Description	Quantity	Units	Price per Item (\$)	Total \$ Amount
Shoreline Clean Up Brochures	100		\$0.60	\$60.00
Shoreline Clean Up Waivers	60		\$0.25	\$15.00
Pond & Stream Sweep Waivers	200		\$0.25	\$50.00
Pond & Stream Sweep Posters	10	•	\$3.60	\$36.00
Pond & Stream Sweep Brochures	500		\$0.60	\$300.00
Postage	2000		\$0.35	\$700.00
Educational Brochures	2000		\$0.60	\$1,200.00
	18		\$5.00	\$90.00
Concrete			Total, Commodities	\$2,451.00

	· · · · · · · · · · · · · · · · · · ·
Category (see instructions)	Total \$ Amount
Design/Layout	\$945.00
Construction	\$15,120.00
Artwork	\$525.00
Total, Contractual Services	\$16,590.00
	Design/Layout Construction

•	·		
		Total Budget	\$21,193.00

Budget Summary			
Budget Category	Project Total	C-2000 Funds Requested	Matching Funds
Personnel	\$2,152.00	\$1,132.00	\$1,020.00
Equipment	\$0.00	\$0.00	\$0.00
Commodities	\$2,451.00	\$1,945.00	\$506.00
Contractual Services	\$16,590.00	\$8,690.00	\$7,900.00
Acquisition/Easement	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total	\$21,193.00	\$11,767.00	\$9,426.00

So	urce(s) of Matching Funds		Itemize by source
<u> </u>	DuPage County		\$8,965.00
	Village of Carol Stream	•	. \$461.00
H	· · · · · · · · · · · · · · · · · · ·	Total Match	\$9,426.00

ATTACHMENT D

Subgrantee Disclosure Conservation 2000

• .				
Address:				
City, St., Zip:				
Phone:		·	· · · · ·	
Services to be Performed			<u> </u>	
Amount to be paid\$				
FEIN / SSN				
TERN / SOIN				
Name:	-			
Address:				
City, St., Zip:				
City, St., Zip.				
Dhone				
Phone: Services to be Performed				
-				
Services to be Performed				
Services to be Performed				
Services to be Performed Amount to be paid\$ FEIN / SSN				
Services to be Performed Amount to be paid\$				
Services to be Performed Amount to be paid\$ FEIN / SSN				
Amount to be paid\$ FEIN / SSN				
Amount to be paid\$ Pair Name: Address:				
Amount to be paid\$ Name: Address: City, St., Zip:				
Amount to be paid\$ FEIN / SSN Name: Address: City, St., Zip: Phone:				
Amount to be paid\$ FEIN / SSN Name: Address: City, St., Zip: Phone:				
Amount to be paid\$ FEIN / SSN Name: Address: City, St., Zip: Phone:				

Village of Carol Stream Interdepartmental Memo

TO:

Joe Breinig, Village Manager

FROM:

John A. Turner, Director of Public Works

DATE:

December 13, 2005

RE:

Request to Purchase Two Plow Trucks

The Public Works Department is anticipating the replacement of two of its large plow trucks in the forthcoming 2006-2007-budget year. Based upon information received from vendors, we are expecting a substantial increase in truck costs due to the volatile steel market, which has been noted on several of our previous quotations from truck vendors and equipment suppliers. For budget purposes, we had estimated a cost of \$100,401 per truck. While we were checking our budget figures, we discovered that Prairie International Truck, Inc., who supplied trucks under the State bid last year, indicated that they could still supply 2005 cab and chassis at the same base cost we paid in 2004 at State Bid prices. A surcharge of \$375 is being applied over the base cab and chassis price; however, this brings the price to just over 1% of the cab and chassis price that we paid for our 2005 truck, which we ordered in 2004. We believe that this increase will be substantially below the cost of the 2006 models, when they come on the State bid list, early in 2006.

Inasmuch as large truck orders usually take 6-9 months to receive, it is requested that the formal bidding process be waived at this time, and we be allowed to order directly from Prairie International at a total truck cost of \$91,815 per truck. The trucks would not be delivered until well after May 1st of 2006 and would be purchased out of next year's budget. Prairie International Truck Inc. of Springfield, IL, has been the State of Illinois equipment provider on the State bid list for a number of years, and it is likely that they will be on the State Bid list in 2006, once this equipment is rebid.

It is, therefore, recommended that two large plow/salting trucks be purchased from Prairie International Truck Inc. of Springfield, IL, in the amount of \$183,630.

JAT:lm

INTERNATIONAL NEW TRUCK PROPOSAL

PER STATE OF IL BID #211124, CONTRACT / PO#
MIKE SCARAMELLA
VILLACE OF CAMUSTREAM
BUTER
124 GERZEVSKE LN. ADDRESS
CAROL STREAM IL
CHT, STATE, ZIP
230-871-6760 (30-462-3650) PHONE FAX 0
9997-4509-04 DuPACE.
TAX EXEMPT # COUNTY
2006 INT'L. MODEL 7400 4X2, 160" W/B, 85" CA
120,000 PSI FRAME, 2,654,400 R.B.M.
14,000# FRONT AXLE & 14,000# SPRINGS AIR BRAKES W/ANTI-LOCK ABS
BENDIX AD-IP AIR DRYER DV2 DRAIN VALVE
SINGLE AIR HORN FRAME MOUNTED 13.2 cu. ft. AIR COMPRESSOR
TRAILER BRAKE PACKAGE W/7-WAY SOCKET (ABS)
18" STEERING WHEEL W/TILT
FRAME MTD. VERTICAL EXHAUST PIPE 145 AMP ALTERNATOR — ENGINE BLOCK HEATER
CIRCUIT BREAKERS IN LIEU OF FUSES
DAY TIME RUNNING LIGHTS WINTER-SUMMER AIR CLEANER VALVE
1950 CCA BATTÉRIES COLD START AID
ENGINE 225 hp DT466E HT GEARED @ 65 mph
3000 RD\$ 6-SPD. ALLISON AUTO TRANS., T-HANDLE 19,000# REAR AXLE (6.83 GEAR)
23,500 lb. SPRINGS W/4,500 lb. OVERLOADS
70 GAL. FUEL TANK, LEFT SIDE FUEL WATER SEPARATOR W/HEATER
WHEELS HUB PILOTED DISC 22.5 X 8.25
12R22.5 16 PLY TIRES, G159 FRONT 11R22.5 14 PLY TIRES, G164 REAR
HALDEX AUTOMATIC SLACK ADJ.
OIL BATH FRONT & REAR SEALS STATIONARY FRONT GRILLE
HARNESS FOR FRONT PLOW LIGHTS
BODY BUILDER WIRING, BACK OF CAB
POWDER COATED WHEELS
21.000 LB REAR DXLE \$ 148°
POWDER COATED WHEELS. 177" W/B. 102" C/A \$ 378 21,000 LB REAR DXLE \$ 148 2 FRONT FRANK EXT. \$ 1480
PASSENGER SEAT, - 2000, 60
ace to Keel I
CARL KEEHN, STATE FLEET SALES MGR.

#4009654, SINGLE AXLE UNITS
DATE
SUBMITTED BY: CARL KEEHN INTERNATIONAL TRUCK & ENGINE CORP. C/O PRAIRIE INT'L. TRUCKS, INC. 401 SOUTH DIRKSEN PARKWAY SPRINGFIELD, IL 62703 PHONE 217-523-5631 FAX 523-0797
MONROE: RICK NAFZGER: 608-329-8181
AIR RIDE CAB TINTED GLASS AIR CONDITIONING CIGAR LIGHTER HOUR METER, IN-DASH FILTER MINDER AM/FM WEATHER BAND RADIO HEATED MIRRORS, INTERMITTENT WIPERS AIR RIDE DRIVER SEAT WARM REST FIXED PASSENGER SEAT (NO ARM REST)
PLEASE CIRCLE COLOR: STATE ORANGE, OMAHA ORANGE, RED WHITE SCHOOL BUS YELLOW, DLUE (6800 GREEN (5047), BLUE MET. (6E12)
STEEL & MATERIAL SURCHARGE, \$375.00
CAB & CHASSIS PRICE \$43,389.00 \$13,765 SURCHARGE \$375.00 \$13,765 MONROE BODY TOTAL \$1,155.00 \$1,40,919.00 SALES PRICE \$43,764.00 \$00 SOLUTIONS \$1,000 \$1,00
FEDERAL TAX, LICENSE, & TITLE NOT INCLUDED.
CHASSIS OPTIONS ON REQUEST

SIGNATURE OF BUYER

G-4 12-19-05

Village of Carol Stream INTER-DEPARTMENTAL MEMO

TO:

Joseph E. Breinig, Village Manager

RM

FROM:

Robert Mellor, Assistant Village Manager

DATE:

December 15, 2005

RE:

Award of Contract for Carnival Amusement Services - 2006 Summer in the

Center

Last year, Alpine Amusement Co. was awarded a multi-year contract for amusement services for the 4-day Summer in the Center Event at the Ross Ferraro Town Center. You may recall that the Village Board had originally awarded this contract to another carnival provider who failed to execute the contract with the Village. We were fortunate to find an alternate vendor, Alpine Amusement Co., to provide this service on short notice. Alpine Amusement Co. has submitted a proposal to provide amusement services for the second year of the contract for our June 8-11, 2006 event. The contract includes the following provisions:

- Sharing of 25%-30% of the amusement revenues with the Village
- Payment to Village of \$125 per food concession or game booth
- Special \$15 unlimited ride periods
- Special free ride period for disabled/physically challenged attendees
- Full compliance with the Village Code relating to carnival amusements

Last year the Village received a 25% share of ride revenues on rides grossing between \$0 - \$30,000 and a 30% share of ride revenues on rides grossing over \$30,000. The contract also provides payments to the Village of \$125 per food concession operated by Alpine Amusement. Last year the Village received revenues totaling \$19,421 from Alpine Amusements.

Staff did not receive any complaints regarding the carnival or amusements operated by Alpine Amusement last year and in fact we received several compliments on them from our residents. Based on the successful relationship we had with Alpine last year staff recommends that the contract for amusement services for the June 8-11, 2006 Summer in the Center event be awarded to Alpine Amusement Co. per the terms of the attached agreement.

Cc: Joseph E. Breinig, Village manager

ALPINE AMUSEMENT CO. INC.

8037 S. Neva Burbank, IL 60459

Phone: 708-233-9131 Fax: 708-233-9177

This agreement made this 19th day of December, 2005, by and between Alpine Amusement Co., Inc., Party of the First Part and The Village of Carol Stream, Party of the Second Part. Second Part agrees to furnish a location for the erection and operation of a combination of rides, shows and concessions known as Alpine Amusement Co., Inc. Party of the Second Part also agrees to furnish and pay for any Village tax, permits or licenses that my be required for operation, and for all water, lot and street privileges necessary for operating, conducting, and placing of all attractions and concessions (the location must be mutually agreeable and acceptable to both parties).

Party of the First Part further agrees to furnish all electrical connections, sufficient electrical generators and electric current with distribution necessary for the power and illumination of all rides, shows and concessions. Said current to be for operating hours and to be supplied until all attractions are dismantled at the close of the engagement. Party of the First Part also agrees to furnish Uniformed Ride Attendants, Foreman on Festival grounds at all times, All ticket boxes and coupons for ride admittance and \$1,000,000 public liability and property damage certificate of insurance for each incident. (Alpine Amusement Co. is not liable for your employees and volunteers), unless caused by our own negligence. Said Certificate of Insurance shall be sent to the Village at least one (1) week prior to the engagement. The Village of Carol Stream, its Officers, and Employees shall be named as an insured on said policy. Said policy shall be on an ISO approved form and shall not include any limitations of liability for failure to notify the Village of the cancellation of said policy. Party of the First Part has the right of first refusal for the next year or the next year Party of the Second Part runs the festival in the event a year or more is skipped between running the festival.

Party of the Second Part also agrees to have location, portable toilet facilities available Monday before event. If streets are used for location of said attractions, Party of the Second Part agrees to have them closed to traffic and parking no later than 12:01 A.M. Monday before event.

IN CONSIDERATION OF THE ABOVE, Party of the First Part agrees to furnish, present and operate rides, concessions, and attractions at The Ross Ferraro Town Center for a period of 4 days, starting June 8 and ending June 11, 2006 for an event to be known as 2006 Summer in the Center. To pay the Second Part the sum of \$125 for each food or concession or game booth operated on the grounds during the engagement. Any concession or booth closed or unable to operate shall pay pro-rata for actual days operated. To pay the Party of the Second Part (25% from \$0-\$50,000 and 30% from \$50,001 and over) the gross receipts from monies derived from the sale of admission tickets at any attractions and rides after usual Government Taxes, Midway Insurance and State and City sales tax and amusement tax, if applicable, are deducted.

The settlement of the concessions and booths, and the percentage on the attractions and rides shall be made on the closing of the engagement. This agreement is fully assignable by Alpine Amusement Co., Inc. only upon concurrence by the Village of Carol Stream.

Village of Carol Stream is responsible for the following services:

- *The handling for all festival advertising and promotion exclusive of items contained in this agreement.
- *Sufficient police protection and security
- *Trash receptacles for midway clean-up operation
- *Parking area for semi-trailers, trucks and trailers at an approved Village parking lot.
- (no trailers or trucks will be allowed to park on site unless they are an integral part of the carnival ride).
- *24-hour access to portable toilets, starting Monday morning, June 5, 2006.

REMARKS:

This contract is part of a multi-year agreement including 2006, 2007, and 2008 calendar years, in which the Village agrees to consider Alpine Amusement Co. as its carnival operator for subsequent years of this agreement provided the Village continues to provide carnival services as part of its Summer in the Center event; the Village appropriates sufficient funds for a carnival and the Village Board approves same; Alpine Amusement complies with all contract provisions from prior years and continues to improve upon its ride selection by alternatively adding at least one additional "family" or "spectacular" ride during each subsequent year of this agreement.

Alpine Amusement Co. will furnish 100 advertising posters free of charge for distribution by the Village.

No employee travel trailers will be on site at festival nor will employees be housed on site.

UNLIMITED RIDE SPECIAL \$15.00/PERSON, THURSDAY 6PM-CLOSE, SATURDAY, AND SUNDAY 1-

Hours of event will be: Thursday and Friday 6PM-Close, Saturday and Sunday Noon-Close.

IT IS FURTHER UNDERSTOOD AND AGREED:

Party of the First Part assumes no liability for any accident that might be caused by streets or other locations being left open to local traffic or parking during erection, dismantling, or operation of equipment or to trespassers while equipment is not in operation. Party of the Second Part agrees to indemnify and hold harmless the Party of the First Part for any defects relating to the condition of the grounds. Party of the First Part agrees to indemnify and hold harmless, Party of the Second Part against any and all injuries or claims for damages as a result of said carnival, amusement and /or concessions operated by Alpine Amusements or its subcontractors or agents.

It is understood and agreed that there shall be no other riding devices, shows, attractions, or concessions (including confections to be known as popcorn, cotton candy, funnel cakes, corn dogs, snow cones, nachos, coke and other soft drinks at this event other than those furnished by Alpine Amusement Co., Inc. except those furnished by the Party of the Second Part or food vendors operating under agreement by the Village (and those agreed upon, prior to the event).

The attached addendum "A" is hereby incorporated as part of this agreement.

That there is no other contract or promise expressed or implied, written or verbal. That should any other or additional agreement become necessary, the same shall be void unless reduced to writing and signed by the parties hereto.

That this agreement in part or entirety is subject to strikes, suspension of electric service, failure of transportation facilities, Government decrees, fire, floods, wrecks, tornadoes, war, riots, public demonstrations, or other good and sufficient reasons beyond the control of either party hereto. Both parties agree to work together to make this event a success.

IN WITNESS WHEREOF, we set our hands and seals in good faith this 19th day of December 2005.

VILLAGE OF CAROL STREAM	ALPINE AMUSEMENT CO., INC.
Ву:	Bv:
Party of the Second Part	Party of the First Part

Void if not returned by December 31, 2005.

ADDENDUM "A"

All costs and expenses of supplying the amusements are the sole responsibility of Alpine Amusement Co., Inc.

Alpine Amusement Co., Inc. agrees that the Village shall have the right to have a representative present in any ticket booth at any time during the event if Alpine Amusement Co., Inc. supplies the staff. Alpine Amusement Co., Inc. also agrees that the Village shall have the right to have a representative examine any and all books, records of ride ticket sales from the Village of Carol Stream Summer in the Center festival and to make copies. Alpine Amusement Co., Inc. agrees that it will retain any and all ticket stubs and/or unsold tickets. Alpine Amusement Co., Inc. agrees that the Village shall have the right to examine said ride tickets and/or stubs and, at the Village's option and cost, conduct an independent audit of all ride ticket sales generated from the event.

Both the Village of Carol Stream and Alpine Amusement Co., Inc will determine the layout of the rides and concession booths. Alpine Amusement Co., Inc. must comply with all reasonable directives of the Village of Carol Stream.

Alpine Amusement Co., Inc. agrees to work with the Village to provide a "No-Charge" disability/physically challenged program to take place on Saturday, June 10, 2005 from 1:00 p.m. to 3:00 p.m.

Ride selections will be based on available space and selection between the Village of Carol Stream and Alpine Amusement Co., Inc.

Layout of the rides and concession booths will be determined when the snow subsides and access to the grounds is available. Appropriate measurements and walk through is required by Alpine Amusement Co., Inc. to provide accurate ride selection.

Alpine Amusement Co., Inc. agrees to comply with Village Ordinance No. 2002-06-35, regulating carnivals.

Alpine Amusement Co., Inc. shall furnish the appropriate number of uniformed ride attendants and a ride foreman on the festival grounds at all times when festival is operating.

Alpine Amusement Co., Inc. shall obtain all required 2006 State of Illinois ride inspection permits and DuPage County Health Department Food Concession permits, which shall be posted in a conspicuous location for public viewing at the ticket sales booth.

Amusement and concession prices will generally be as follows (prices subject to change):

Amusement/Concession	Price
Children Rides	\$2.25
Intermediate Rides	\$3.00
Adult Rides	\$3.75
Slide Ride	\$1.50
Pop/Lemonade	\$2.00-\$3.00
Cotton Candy	\$2.00-\$3.00
Corn Dogs	\$2.00
Funnel Cake	\$4.00-\$5.00
Rope Liquorish	\$1.00
Popcorn	\$2.00-\$3.00
Games (Regulation Basketball, Cat Rack, Balloon, Machine Gun, Grab Bag, etc.)	\$2.00

Alpine Amusement Co., Inc. ticket and concession prices shall not exceed those prices charged at its other events in 2006.

Games shall be limited to approximately twelve (12) games.

E NO.

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT (LAKEWOOD AT KLEIN CREEK SUBDIVISION)

WHEREAS, Lakewood Homes, Inc. is the record owner of property located on the north side of North Avenue, approximately 1,250 feet west of Gary Avenue, 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 59.2-acre site located on the north side of North Avenue, approximately 1,250 feet west of Gary Avenue, legally described in the Annexation Agreement, appended to and made a part of this Ordinance as Appendix A.

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

PASSED	AND	APPROVED	THIS	19TH	OF	DECEMBER	2005

AYES:

ABSENT:

ATTEST:	Ross Ferraro, Mayor

ANNEXATION AGREEMENT BETWEEN VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS AND LAKEWOOD AT KLEIN CREEK LLC

This Annexation Agreement (this "Agreement") is made and entered into this _____ day of December, 2005 between the VILLAGE OF CAROL STREAM, an Illinois municipal corporation of DuPage County, Illinois (hereinafter referred to as the "Village") and LAKEWOOD AT KLEIN CREEK a Delaware limited liability company (hereinafter referred to as "Lakewood" and where appropriate "Developer").

WITNESSETH:

WHEREAS, Lakewood owns all of certain parcels of real estate consisting of approximately 59.2 acres, more or less, located north of North Avenue and west of Gary Avenue in unincorporated DuPage County, Illinois which is legally described as follows:

PARCEL 1: THE WEST HALF OF THE SOUTHWEST ¼ OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART THEREOF LYING SOUTHERLY OF THE NORTHERLY LINE OF NORTH AVENUE ALSO KNOWN AS ROUTE 64 AS CONDEMNED IN CASE NO. 95 ED 16), IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE CENTER LINE OF NORTH AVENUE ALSO KNOWN AS ROUTE 64 (EXCEPT THE WEST 888.26 FEET THEREOF, AS MEASURED ALONG THE NORTH LINE AND PARALLEL TO THE WEST LINE THEREOF AND EXCEPT THE EAST 50 FEET OF THE NORTH 396.22 FEET OF THE WEST 938.26 FEET THEREOF AS MEASURED ALONG THE NORTH LINE AND PARALLEL TO THE WEST LINE THEREOF) IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: THE WEST 888.26 FEET AND ALSO THE EAST 50.0 FEET OF THE WEST 938.26 FEET ON THE NORTH 396.22 FEET (BOTH AS MEASURED ALONG THE NORTH LINE AND PARALLEL WITH THE WEST LINE) OF THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING

NORTH OF THE CENTER LINE OF STATE HIGHWAY ROUTE 64, EXCEPT THE WEST 450.0 FEET THEREOF, AS MEASURED ON THE NORTH LINE AND PARALLEL WITH THE WEST LINE, IN DUPAGE COUNTY, ILLINOIS.

(sometimes herein referred to as the "Subject Property"); and

S

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

WHEREAS, the Subject Property is not within the existing corporate limits of any municipality, and has no electors residing thereon, and may be annexed to the Village as provided in Article VII of the Illinois Municipal Code (65 ILCS 5/7-1-1 et. seq.) and in accordance with the terms and conditions of this Agreement; and

WHEREAS, Lakewood is desirous of annexing, zoning, subdividing and developing the Subject Property to and within the Village upon the terms and conditions set forth in this Agreement; and

WHEREAS, Lakewood filed with the Village Clerk a Petition for Annexation of the Subject Property pursuant to 65 ILCS 5/7-1-8, signed by Lakewood of the Subject Property, which Petition for Annexation is conditioned upon the execution and delivery of this Agreement by the Village; and

WHEREAS, Lakewood proposes to develop the Subject Property as follows: (a) 37.9 acres as legally described in Exhibit A attached hereto and made a part hereof (the "Residential Area") within the R-4 General Residence District of the Village with a special use for a planned unit development and (b) 21.3 acres as legally described in Exhibit B attached hereto and made a part hereof (the "Commercial Area") (a 9.61 acre portion of which consists of a stormwater management and conservation area) within the B-2 General Retail District with a special use for a planned unit development upon annexation in accordance with a Preliminary Planned Unit

Development Plan prepared by Bloodgood Sharp Buster dated November 30, 2005 attached hereto as Exhibit C (the "Preliminary PUD Plan"), the Preliminary Plat of Subdivision prepared by Cemcon dated November 9, 2005 attached hereto as Exhibit D (the "Preliminary Plat"), the Preliminary Engineering Plan prepared by Cemcon dated November 9, 2005 attached hereto as Exhibit E (the "Preliminary Engineering Plan"), the Preliminary Landscape Plan prepared by Lakota Group dated November 11, 2005 attached hereto as Exhibit F (the "Preliminary Landscape Plan"), and the Preliminary Architectural Elevation Plan prepared by Balsamo, Olsen & Lewis, Ltd. and not dated attached hereto as Exhibit G (the "Preliminary Elevation Plan"), (collectively, the "Plans"), together with such modifications as may be approved by the Village; and

WHEREAS, it is the desire of the Parties that the development of the Subject Property proceed as soon as possible, subject to the ordinances, codes and regulations as amended by the Village; and

WHEREAS, the Village desires to annex the Subject Property and facilitate development of the Subject Property pursuant to the terms and conditions of this Agreement; and

WHEREAS, in accordance with the powers granted to the Village by the provisions of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 through 15.1-5, inclusive, relating to annexation agreements, Village, Lakewood wishes to enter into a binding agreement with respect to the annexation of the Subject Property to the Village and to provide for various other matters related directly or indirectly to such annexation and the development of the Subject Property as authorized by statute. Said agreement shall be in substance and in form substantially the same as this Agreement.

WHEREAS, the Plan Commission/Zoning Board of Appeals of the Village, being the body designated by the Corporate Authorities to hold public hearings, held a public hearing on the proposed special use for a planned unit development and rezoning of the Subject Property pursuant to notice published and given as required by law; and

WHEREAS, the Plan Commission/Zoning Board of Appeals has submitted its Findings of Fact and Recommendations to the Board of Trustees of the Village and has recommended that the Subject Property be granted a special use for a planned unit development and that upon annexation the Commercial Area be rezoned as B-2 General Retail District with a special use for a planned unit development and the Residential Area be rezoned as R-4 General Residence District within the Village with a special use for a planned unit development; and

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

WHEREAS, pursuant to legal notice, the Village Board of Trustees held a public hearing on this proposed Agreement all as required by the provisions of the statutes of the State of Illinois and after the close of said public hearing, did, by a vote of two-thirds (2/3) or greater of the Corporate Authorities then holding public office, direct the Mayor to execute, and the Village Clerk to attest to, this Agreement on behalf of the Village.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions herein contained, the parties hereby do enter into this Agreement pursuant to 65 ILCS 5/11-15.1-1 et. seq. and agree as follows:

Section 1. Recitals. The parties acknowledge that the statements and representations made in the foregoing recitals are true and correct and they hereby incorporate such recitals into this Agreement as if fully set forth in this Section 1.

Section 2. Annexation Petition. The current record owner and any electors residing on the Subject Property filed with the Village Clerk a proper Petition for Annexation of the Subject Property to the Village conditioned upon the execution of this Agreement.

Section 3. Annexation Ordinance. Within thirty (30) days of the execution of this Agreement, the Village shall pass an ordinance annexing this Subject Property and shall approve the Plat of Annexation attached hereto as Exhibit H.

Section 4. Zoning Ordinance. Upon annexation and subject to the terms and conditions of this Agreement, the Residential Area shall be zoned within the R-4 General Residence District with a special use for a planned unit development and the Commercial Area shall be zoned within the B-2 General Retail District under the Village's Zoning Code with a special use for a planned unit development and with the variances set forth in this Agreement. The developer of the Commercial Area shall adhere to the procedures for planned unit developments described in Article Sixteen of the Village's Zoning Code and the development of the Commercial Area shall be subject to the Village's customary review and approval process.

Section 5. Signage, Sales Trailer and Access

5.1. The Village shall permit the following temporary signage to be used in association with the Subject Property:

5.1.1. Temporary community identification signs. Developer shall be allowed two 10' x 12' doubled-sided temporary signs to be located on the Subject Property. Each sign shall have a maximum overall height of 15 feet. The first sign will be located at the northeast corner of North Avenue and the main entrance to the development on This sign will identify the residential the Subject Property. component of the development in more detail. This sign will be removed at the time that sales of all homes have concluded. The second sign will be located at the northwest corner of North Avenue along the frontage of the Commercial Area; provided, however, that Developer or the developer of the Commercial Area shall have the right, following Village ordinances and procedures, to request that the second sign be located in a different location. The decision to grant such request (which may be in the form of a vote by the Village Board, without public hearing) shall be in the Village's sole discretion. The location of this sign shall be finalized in the Final PUD Plan for the Commercial Area. This sign will identify the commercial component of the development in more detail. This sign will be removed within one (1) year of the date that the first unit in the development on the Commercial Area is first occupied; provided, however, that Developer shall have the right to request an extension of such time limit. The decision to grant such request shall be in the Village's sole discretion. All temporary signage shall be used only to market the Subject Property and no other.

- **5.1.2. Model home signs**. Developer shall be allowed one identification sign in front of each model home unit. Each sign face shall not be greater than 9 square feet in area and shall have a maximum overall height of four (4') feet. Such temporary model home signs shall be removed at the time that the sales of all of the model homes on the Subject Property have closed.
- **5.1.3.** Model directional signs. Developer shall be allowed two (2) double-sided model directional signs for the purpose of directing traffic to the model complex within the Subject Property. The model directional signs shall contain no commercial advertising. Each sign face shall not be greater than 9 square feet in area. Such temporary model directional signs shall be removed at the time the sales on all of the model homes on the Subject Property have closed.
- **5.1.4.** Sales information center sign. Developer shall be allowed one (1) double-sided informational center sign. The sign face shall not exceed 15 square feet in area. Such temporary sales information center sign shall be removed at the time that the sales on all of the model homes on the Subject Property have closed.
- **5.1.5.** Flags. Developer shall be allowed to display at least two community identification flags on 25-foot high poles per model home

on the Subject Property. In addition, at least one (1) American flag may be displayed on a 30-foot high pole in connection with a sales trailer, sales office or sales pavilion.

- **5.2.** Developer shall not erect signs other than those specified in this Agreement or otherwise permitted under the Village's ordinances.
- 5.3. From and after the date hereof, Developer shall be entitled to maintain (a) a sales trailer upon issuance by the Village of a building permit therefor and (b) parking lot access upon issuance by the Village of a permit therefor. Developer will be entitled to maintain the sales trailer and sales office to operate model homes for display and sales efforts for the duration of residential sales activity.
- **5.4.** Developer will enter into an Agreement with the Village Police Department for enforcing fire lane, traffic control signs and parking restrictions.

Section 6. Additional Improvements. Developer agrees to construct certain additional improvements in the vicinity of the Subject Property as follows: (a) a multi-use path as shown on the Preliminary Landscape Plan (as defined herein) and described below; (b) the off-site road connection as shown on the Preliminary PUD Plan (as defined herein); (c) three (3) single family lots adjacent to the Subject Property improved to standards required in the ordinances of the Village; (d) fill in the two existing detention ponds as identified on the Preliminary Engineering Plan and provide the equal amount of storage and conveyance in the new stormwater management and conservation area on the Subject Property; (e) extend a 12-inch

diameter water main from the western property line 400 feet westerly along North Avenue to an existing water main; (f) install all landscape improvements as depicted on the approved Final Landscape Plan; and (g) Developer is also responsible for the cost and installation of a traffic signal at the intersection of North Avenue and the main entrance to the development on the Subject Property (the "Entry Traffic Signal"). It is anticipated that either (a) vehicular and pedestrian traffic across the Commercial Area will be regulated pursuant to an operation and easement agreement, which will provide, among other things, for reasonable access to and from the development on the Commercial Area and the property lying immediately to the west of and contiguous to the Subject Property and depicted on Exhibit I attached hereto (the "West Neighboring Property"), or (b) there shall be a dedicated public right-of-way across the Commercial Area and the West Neighboring Property for such vehicular and pedestrian traffic. Developer also shall grant easements over a portion of the area on which the storm water management system is located on Parcel 58, as depicted on the Preliminary Plat of the Subject Property, necessary to allow the expansion to the West Neighboring Property of the storm water management system serving the Subject Property. Developer shall make the following improvements, while preserving many of the existing trees, subject to the Village's approval, not to be unreasonably withheld, in order to establish the aforementioned multi-use path: (a) install a ten (10) foot wide asphalt path along the south side of Klein Creek from the Subject Property to the existing bridge and over Klein Creek to Arrowhead Trail; (b) relocate the existing security fence around the Village's Water Reclamation Facility to provide space for the trail between the Water Reclamation Facility and Klein Creek; (c) thin undesired invasive species from the multiuse path area to create a healthy, naturalized bank along Klein Creek; (d) enhance the bank of Klein Creek, the nearby wetland buffer area and the multi-use path area by planting natural

plantings and extending the wildflower grass seeding around the detention facility, as appropriate; (e) dedicate easements for the multi-use path; and (f) make modifications to the existing bridge and driveway, such as railings, in order to allow the safe and convenient travel of bicyclists and pedestrians. Developer has made an unconditional commitment to build said multi-use path in accordance with the specifications set forth in Exhibit J and the final design details of the multi-use path shall be determined in the Final PUD Plan.

Section 7. Monotony. Attached as Exhibit G is the Preliminary Elevation Plan. Developer and the Village agree that the Village's Anti-monotony Construction Standards (AMCS) are satisfied with this Preliminary Elevation Plan as long as Developer's final elevation plan is substantially the same as the Preliminary Elevation Plan and different siding and brick colors are used on each building (as distinguished from each unit) in accordance with the AMCS. Developer agrees to identify at least five (5) different siding/brick/roof color packages to be used within the Residential Area of the Subject Property and to reasonably vary the location of the five (5) packages with in the Residential Area. Developer agrees to deliver to the Village a monotony matrix to demonstrate the Residential Area's compliance with the Village's Antimonotony Construction Standards.

Section 8. Special Terms.

8.1. Agreement to Control.

After the Subject Property is zoned, the special use permit for a planned development is granted and the Preliminary PUD Plan, Preliminary Plat, the Preliminary Engineering Plan, the Preliminary Landscape Plan and the Preliminary Elevation Plan are approved, the Subject Property shall be subject to Village Ordinances from time to time in effect throughout the Village, including the requirement that the Subject Property undergo a North Avenue Corridor Review. Notwithstanding the foregoing, any provision of this

Agreement, the special use permit for a planned development granted pursuant hereto, the Preliminary PUD Plan, the Preliminary Plat, the Preliminary Engineering Plan, the Preliminary Landscape Plan and the Preliminary Elevation Plan dealing with the size and location of improvements, the total density allowed within the Residential Area, the number of residential units within a building, building elevations and external materials (including the applicability of monotony ordinances and regulations thereto) and any specific reference in this Agreement to the applicability or interpretation of a particular ordinance shall control and shall not be modified during the term of this Agreement.

8.2. Conflicts Between Special Terms and General Terms.

The terms of this Agreement constitute the special terms (the "Special Terms") relative to the annexation, zoning and development of the Subject Property and the same are intended to supplement, amend and expand upon the General Terms of the Annexation Agreement contained in Section 25 of this Agreement (the "General Terms"). Any conflicts between these Special Terms and the General Terms shall be resolved in favor of the Special Terms.

8.3. Annexation, Zoning and Subdivision.

Within thirty (30) days following the execution of this Agreement, the Village shall (a) annex the Subject Property, (b) adopt an ordinance providing that the Subject Property shall be granted a special use permit for a planned unit development with an R-4 underlying zoning classification for the Residential Area and a B-2 underlying zoning classification for the Commercial Area, and (c) pass a resolution approving the Preliminary PUD Plan, the Preliminary Plat, the Preliminary Engineering Plan, the

Preliminary Landscape Plan and the Preliminary Elevation Plan, only if the terms of this Agreement and all applicable Village codes and ordinances have been met.

8.4. Preliminary Plat.

Notwithstanding any term, condition or restriction contained in the Village Zoning

Ordinance or any other ordinance of the Village then in effect, the Subject Property shall
be developed as a planned unit development in accordance with the special conditions
and benefits contained herein or specifically referenced on the face of the Preliminary

Plat.

8.5. Final Plat.

A final plat consistent with the Preliminary Plat shall be approved by the Village in accordance with all ordinances of the Village ("Village Ordinances") and this Agreement. No resubdivision of Lots or buildings within the Final Plat shall be required as a prerequisite to the conveyance of individual units or the assignment of property index numbers to individual units.

8.6. Fees and Donations.

Notwithstanding any provision of any Village ordinance now or hereafter in effect,

Developer shall not be required to pay any annexation, rezoning or acreage fee other than
the fees and donations specifically referenced herein in Sections 8.7 and 8.8 of this

Agreement; provided, however, that such fees may be increased in the same manner that
the fees described in Section 8.9 may be increased.

8.7. Cash Donations.

The Developer affirms that the more rapid and efficient provision of non-municipal public services to the Subject Property is an aid in the marketability of homes. The Developer views the presence of good park, school, library and fire protection services as essential to the development of the land, and recognizes that certain improvements and expansions of such services which are uniquely attributable to the development of the Subject Property are reflected in the nature and amount of the donations set forth in this Agreement. Furthermore, Developer recognizes its responsibility to contribute toward the cost of the installation of infrastructure, which, although off-site as to the Subject Property, benefits the Subject Property. In accordance with Chapter 7, Article 8 of the Code of Ordinances of the Village of Carol Stream, and in accordance with Developer's recognition of the need to contribute to off-site infrastructure that will benefit the Subject Property, the following contributions shall be paid to the Village:

- Payable at time of recordation of the ordinance annexing the Subject Property:
 Carol Stream Fire Protection District \$35,520.00
- Payable at time of issuance of each building permit:

Grade School District 93 -	\$356.00	for each 2 bedroom home
	\$924.00	for each 3 bedroom home
	\$2,147.00	for each 4 bedroom home
High School District 87 -	\$96.00	for each 2 bedroom home
	\$231.00	for each 3 bedroom home
	\$795.00	for each 4 bedroom home

Carol Stream Park District -	\$1,560.00 \$1,875.00 \$2,745.00	for each 2 bedroom home for each 3 bedroom home for each 4 bedroom home
Village Services -	\$683.64 \$819.72 \$1,198.08	for each 2 bedroom home for each 3 bedroom home for each 4 bedroom home
Carol Stream Library District -	\$123.44 \$148.01 \$216.32	for each 2 bedroom home for each 3 bedroom home for each 4 bedroom home
Totals payable at time of issuance of each building permit –	\$2,819.08 \$3,997.73 \$7,101.40	for each 2 bedroom home for each 3 bedroom home for each 4 bedroom home

8.8. Annexation Fee to Village.

The annexation fee payable to the Village is \$35,520.00, payable at time of recordation of the ordinance annexing the Subject Property.

8.9. Building Permit, Water and Sewer Service Connection, Engineering Review, Legal Review, and other Fees and Costs.

All building permit fees, water and sanitary sewer service connection fees, engineering, environmental, planning and legal consulting fees, plan review fees, preliminary and final development plat fees, and all other applicable fees and costs shall be payable by Developer in accordance with this Agreement and with the fees and costs required under existing Village Ordinances, subject to such increases as may be contained in ordinance amendments made from time to time provided that no such increases shall apply to the Subject Property unless they apply to the Village generally. However, during the term of this Agreement, if any such fees generally applicable to all properties in the Village or to any particular type of work are reduced, the fees applicable to the Subject Property and to the type of work being done on the Subject Property shall be reduced correspondingly. If

any new fees are imposed from time to time under the Village's ordinances and such new fees apply to the Village generally, such new fees shall be applicable to the Subject Property. The foregoing contributions shall satisfy all of the contribution requirements under all existing and future Village Land-Cash Contribution ordinances, guidelines or agreements for schools, parks, fire protection, libraries or any other purpose.

8.10. Model Homes.

The Village agrees to permit Developer to construct, maintain and utilize, as model units, townhomes on lots within the Subject Property, provided that all such model units comply with all provisions, ordinances and codes of the Village. Said models may be constructed only after approval of this Agreement, construction of an asphalt roadway to and adjacent to said models and an asphalt parking area, which asphalt shall be acceptable to the Village, and posting of a bond guaranteeing public improvements to be completed. Said models may be not opened to the public before water and sanitary sewer connections are available.

8.11. Building Permits.

The Village agrees to review and issue within 30 days of initial submission of all required documents, all necessary building and other permits for the construction of any and all improvements on the Subject Property. If Village does not issue such permits within 30 days, it will, within said period, issue a letter of denial informing the Developer as to wherein the submittals do not conform to the stated Section of the Village Building Code or this Agreement.

8.12. Property Owners' Association.

Developer agrees to provide for the maintenance of all private improvements to the Subject Property, pursuant to covenants, conditions and restrictions of record, a copy of which shall be submitted to the Village with the final plat(s). It is understood that the Village has the right but not the obligation to enforce those provisions of the agreement which directly affect the Village, and that the agreement shall so provide. It is also agreed that the agreement shall specifically provide that it shall not be amended without the approval of the Village as to those items that directly affect the Village. The form of the agreement shall be subject to the approval of the Village Attorney. Developer shall "turn over" to the Homeowner's Association ("HOA") all private improvements to the Subject Property upon the sale of seventy-five (75) percent of the units in the development and upon completion of the improvements to the satisfaction of the Village.

8.13. Stormwater Management and Conservation Area.

Developer shall improve Parcel 58, as depicted on the Preliminary Plat and comprised of approximately 9.61 acres, as a stormwater management and conservation area (the "SMCA"). The Preliminary Engineering Plan which addresses, among other things, the design of the SMCA has been approved subject to the Memo titled "Preliminary Stormwater Management Report – 4th Preliminary Review" prepared by Christopher B. Burke Engineering, Ltd. and dated December 1, 2005 attached hereto as Exhibit K. Title to the SMCA shall be conveyed to the HOA. Long-term maintenance and management of the SMCA shall be the responsibility of the HOA, with the exception of the multi-use path as depicted on the Preliminary Landscape

Plan which shall be maintained by the Village, such maintenance shall conform with the maintenance and management standards established by the Village. Lakewood agrees to not object to the creation of a "Standby, Dormant, or Back-up" Special Service Area by the Village, in the event the Village should choose to create said Special Service Area in order to provide funding for the long-term maintenance and management of the SMCA in the event that the HOA fails to meet such obligations, as determined solely by the Village. Developer will pay the reasonable cost of the establishment of that Special Service Area. Once the Special Service Area is established, the Village may impose, if the HOA fails to meet obligations, an annual tax in an amount adequate to manage and maintain such outlots. The Village will, if required by law, hold a public hearing to establish the amount of the tax, or, if no public hearing is required by law, notify the HOA, at least thirty (30) days in advance of the establishment of each year's annual tax levy. The funds received for the Special Service Area shall be separately accounted for and the Village shall, at the request of the HOA, provide full documentation as to the utilization of Special Service Area funds. The Village Attorney shall review the covenants and conditions associated with the HOA. Such agreement shall contain provisions giving the Village the right, but not the obligation, to impose and enforce the covenants contained within those documents, along with the ordinances of the Village, which right may not be amended without the Village's permission. A stormwater management and conveyance easement and a conservation easement in favor of the Village

shall be identified on the final plat of subdivision over said Parcel 58 as depicted on the Preliminary Plat.

Section 9. Recaptures.

9.1. Entry Traffic Signal.

The Village acknowledges that the Entry Traffic Signal to be installed by Developer will benefit the properties located across North Avenue (the "North Avenue Neighboring Property"). Village agrees to discuss the Entry Traffic Signal with the owner(s) of the North Avenue Neighboring Property and request that such owner(s) pay up to 25% of Developer's cost of the Entry Traffic Signal.

9.2. Recaptures Affecting the Property.

Village warrants that it has not entered into and does not contemplate any recapture agreements burdening the Subject Property.

9.3. Other Recapture.

The Village is requiring Developer to extend a 12-inch diameter water main from the western property line 400 feet westerly along North Avenue to an existing water main, which improvements will benefit other properties located outside of the Subject Property. The actual costs of such water main improvements shall be certified by the Village Engineer.

9.3.1. Adoption of Recapture Ordinance.

The Village agrees to adopt a recapture ordinance and agreement, acceptable to both the Village and Developer, which obligates any benefited properties to pay to the Village (for the benefit of Developer) their share of the actual cost of such water main improvements plus 5% interest per annum (computed from the date of installation until paid to Developer) at such time any portion of the benefited properties are annexed to the Village and a preliminary and/or final plat of subdivision is approved for any portion thereof.

9.3.2. Obligations to be Non-recourse to Village.

Said recapture agreement shall provide that any obligation of the Village to collect such fees shall be non-recourse to the Village, and that the Village shall not be responsible in the event there is no development of the benefited properties serviced by the improvements or the recapture fees are otherwise uncollected for any reason other than the failure of the Village to, in good faith, make reasonable attempts to collect the same. The recapture agreement shall additionally provide that the Village shall not be obligated to bring suit to enforce collection of the fees unless Developer agrees to bear the costs of enforcing or defending the agreement and to defend, indemnify and hold harmless the Village, its officers, employees and agents, and to pay on behalf of the Village, its officers, employees and agents, any damages assessed against them arising out of the entry into or enforcement of the recapture agreement.

Section 10. Dedication of Improvements. Developer shall dedicate to the Village the public improvements by recording of a final plat of subdivision and/or plat of dedication and/or easement, in the form and substance approved by the Village Attorney. The Village shall accept said public improvements as provided herein and by Village Ordinances.

Section 11. Easements and Access. The Village shall, upon the request of the Developer, grant to utility companies designated by Developer or any other municipal

corporation or public body which may provide utilities or other services such as cable television to any part of the Subject Property, such as construction and maintenance utility easements over, under, across, or through property owned or controlled by the Village, as are necessary or appropriate for the development of the Subject Property in accordance with the provisions of this Agreement and the codes and ordinances of the Village; provided, however, that Developer shall pay all costs associated therewith.

Developer shall be responsible for obtaining all off site easements and rights of possession over, under, across or through property not owned by the Village for all public improvements, including utility and road improvements as set forth herein, and as provided by the final engineering plans which are reasonably determined by the Village to be reasonably necessary for the development of the Subject Property. In the event Developer is unable to obtain such easements and rights of possession, the Village agrees to exercise its power of eminent domain to the extent permissible at law, at the request of the Developer and at the cost of the Developer which sums may be required to be advanced, to obtain any such title to real estate, easements and rights of possession required by the Village, which are reasonably acceptable to the Village for the improvements.

Section 12. Plan Approval. The Subject Property may only be developed in accordance with the Preliminary PUD Plan, the Preliminary Plat, the Preliminary Engineering Plan, the Preliminary Landscape Plan and the Preliminary Elevation Plan, and any changes thereto which are not, in the opinion of the Village Manager, significant and of which the Village is notified. Any significant changes to the foregoing Plans may be proposed by the Developer, and they can either be approved or rejected by the Village Board without the need to amend this Agreement; but the decision as to whether to grant such modifications to the Plans shall be solely

within the exclusive power of the Village Board for the term of this Agreement. The Subject Property may not be developed, even under the ordinances of the Village, in a manner contrary to the Plans, except after Village approval.

Section 13. Partial Invalidity of Agreement.

13.1. Partial Invalidity.

If any provision of this Agreement is held invalid, the parties shall immediately make a good faith effort to take such action as may be necessary to readopt or reaffirm this agreement or any underlying resolution or ordinance in order to cure such invalidity. If after such actions by the parties, a provision of this Agreement is held invalid, the Village and Developer shall take all such actions as may be necessary to provide the Parties the practical benefits and realize the intent of this Agreement. If, after all such efforts, any provision of this Agreement (except those provisions relating to the requested rezoning of the Subject Property identified herein and the ordinances adopted in connection therewith), or its application to any person, entity, or the Subject Property, is held invalid, such provision shall be deemed to be excised here from and the validity thereof shall not affect the application or validity of any other terms, conditions, and provisions of this Agreement are declared to be severable.

13.2. Action to Cure.

If, for any reason, during the terms of this Agreement, any approval or permission granted hereunder regarding plans or plats of subdivision or zoning are declared invalid, the parties agree to take whatever action is necessary to confirm such plans and zoning ordinance effectuating the zoning, variances, and plat approvals proposed herein.

Section 14. Binding Effect and Term. This Agreement constitutes a covenant running with the land and binding upon and inuring to the benefit of the parties hereto, their successors and assigns, including, but not limited to, successor owners of record of the Subject Property, successor owners, lessees and successor lessees, and upon any successor municipal authorities of the Village for a period of twenty (20) years from the date of approval of this Agreement by the Corporate Authorities of the Village, or for the longest term allowed under Section 11-15.1-5 of the Illinois Municipal Code, 65 ILCS 5/11-15.1-5, or its successor statute. Lakewood agrees not to file any petition or institute any proceeding to disconnect the Subject Property from the corporate limits of the Village during the term of this Agreement except as expressly provided herein.

Section 15. Amendments. This Agreement may be amended in accordance with the procedures provided by law and ordinance. This Agreement may be amended by the Village and the owner of record of a portion of the Subject Property as to the provisions applying exclusively thereto, without consent of the owners of other portions of the Subject Property not affected by the amendment.

Section 16. Recording. A Memorandum of this Agreement shall be recorded with the Office of the Recorder of the County of DuPage.

Section 17. Notices and Remedies.

17.1. Actions to Enforce.

Upon breach of this Agreement, any of the parties in any court of competent jurisdiction may, by civil action, mandamus, injunction or other proceeding, enforce and compel performance of this Agreement; provided, however, that the Developer may not file any suit individually against the elected or appointed officials, independent contractors or other agents of the Village. Actions arising out of this agreement shall only be brought against the Village itself.

17.2. Notice.

Before any failure of any party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, by certified mail/return receipt requested, the party alleged to have failed to perform and performance shall be demanded.

Section 18. Certification of Ordinances. At Developer's request at the time this Agreement is executed, the Village Clerk shall certify copies of the Village Zoning Ordinance and other documents referenced herein (at Developer's expense) to facilitate later interpretation of this Agreement.

Section 19. Counterparts. This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one agreement, and any one of the Parties hereto may execute this Agreement be signing any such counterpart.

Section 20. Release from Obligations. Notwithstanding any other provision contained in this Agreement, if Lakewood or any other person or entity owning a portion of the Subject Property transfers the whole or any portion of the Subject Property, the person or entity transferring the land shall be released from the obligations contained in this Agreement in connection with the portion of the Subject Property being transferred, effective from the date of

the completion of the transfer; provided, however, that the prior owner of the Subject Property shall remain subject to any obligation or action which it was obligated to take or not to take during the period of time that it was the owner of the Subject Property. The grantor shall endeavor to provide Village 30 days prior notice of any such conveyance and shall incorporate into any sale agreement an acknowledgement that the grantee is assuming the grantor's obligations under this Agreement. The foregoing notice provision shall not apply to the sale of individual units within the Subject Property. Notwithstanding any failure to provide such notice, the portion of the Subject Property that is transferred shall remain subject to all of the terms and conditions imposed by this Agreement and the person acquiring such portion shall from the date of conveyance forward, be bound by the terms of this Agreement as it relates to the portion of the Subject Property transferred as if it were Developer.

Section 21. Developer. When the term "Developer" is used throughout this Agreement, it refers to the actual entity, which may be Lakewood or any successor or assign of Lakewood which applies for and receives approval as to a final plat, or seeks or obtains building permits for any or all of the Subject Property. It has been disclosed by Lakewood and acknowledged by the Village that the Developer of any part of the Subject Property need not be Lakewood.

Section 22. Minor Modifications. Any change to the engineering plans and specifications and any change to the plans for the Subject Property which is determined by the Village Manager or the Village Engineer, as the case may be, to be a minor modification, shall be deemed a minor modification for the purposes of interpreting this Agreement. Any modification to the Preliminary Plat or any subsequent preliminary or final plat shall be deemed a minor modification for the purposes of interpreting this Agreement if it, in the sole opinion of

the Village Manager or Village Engineer, as the case may be: (1) does not materially change the

overall design for the area in question; and (2) does not change the proposed uses from those

approved for the area in question.

Section 23. Lakewood / Developer. When the term "Lakewood" is used throughout

this Agreement, it refers to the current owner of the Subject Property, individually or

collectively, and its successors and assigns. The obligations undertaken in this Agreement by

Lakewood or the Developer shall also be applicable, individually or collectively, to any future

owner or developer who shall, on its own or through others, desire to develop or operate or

maintain the Subject Property.

Section 24. Venue. The parties agree that any lawsuits initiated in connection with

this Agreement shall be filed in the Circuit Court of DuPage County, Illinois.

Section 25. General Terms of Annexation Agreement. Attached hereto and

incorporated herein by reference are the "General Terms of Annexation Agreement" which shall

apply to the Subject Property and be binding upon the parties hereto.

Section 26. Notice. Any notice or other communication required or permitted under

this Agreement shall be in writing and shall be mailed or delivered to the respective parties to

this Agreement by depositing the same in the U.S. mail, certified mail, return receipt requested,

postage prepaid addressed as follows:

Village:

Village of Carol Stream

500 North Gary Avenue

Carol Stream, IL 60188-1899

Attn: Mayor

25

with a copy to:

Ancel Glink Diamond Bush DiCianni & Rolek PC

140 South Dearborn Street

Suite 600

Chicago, IL 60603

Attn: Stewart H. Diamond

Lakewood and Developer:

c/o Lakewood Homes, Inc.

2700 West Higgins Road

Suite 100

Hoffman Estates, Illinois 60195

Attn: Kurt Wandrey

with a copy to:

Gould & Ratner

222 North LaSalle Street

Suite 800

Chicago, IL 60601 Attn: John H. Mays

{SIGNATURE PAGES TO FOLLOW}

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

<u>VILLAGE</u> :							
VILLAGE OF CAROL STREAM							
By:							
Its: Mayor							
Attest:							
Its: Village Clerk							
LAKEWOOD / DEVELOPER:							
LAKEWOOD AT KLEIN CREEK LLC, a Delaware limited liability company							
By: Lakewood Homes, Inc., an Illinois corporation, its Manager							
Ву:							
President							

EXHIBIT A

Residential Area

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 31 AND THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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EXHIBIT B

Commercial Area

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EXHIBIT C Preliminary PUD Plan

EXHIBIT D

Preliminary Plat

EXHIBIT E

Preliminary Engineering Plan

EXHIBIT F

Preliminary Landscape Plan

EXHIBIT G

Preliminary Elevation Plan

EXHIBIT H

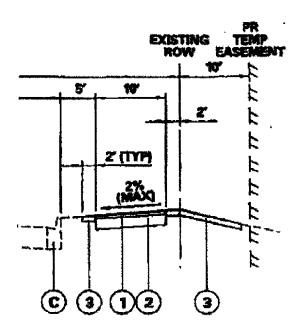
Plat of Annexation

EXHIBIT I

West Neighboring Property

EXHIBIT J

Multi-use Path Specifications

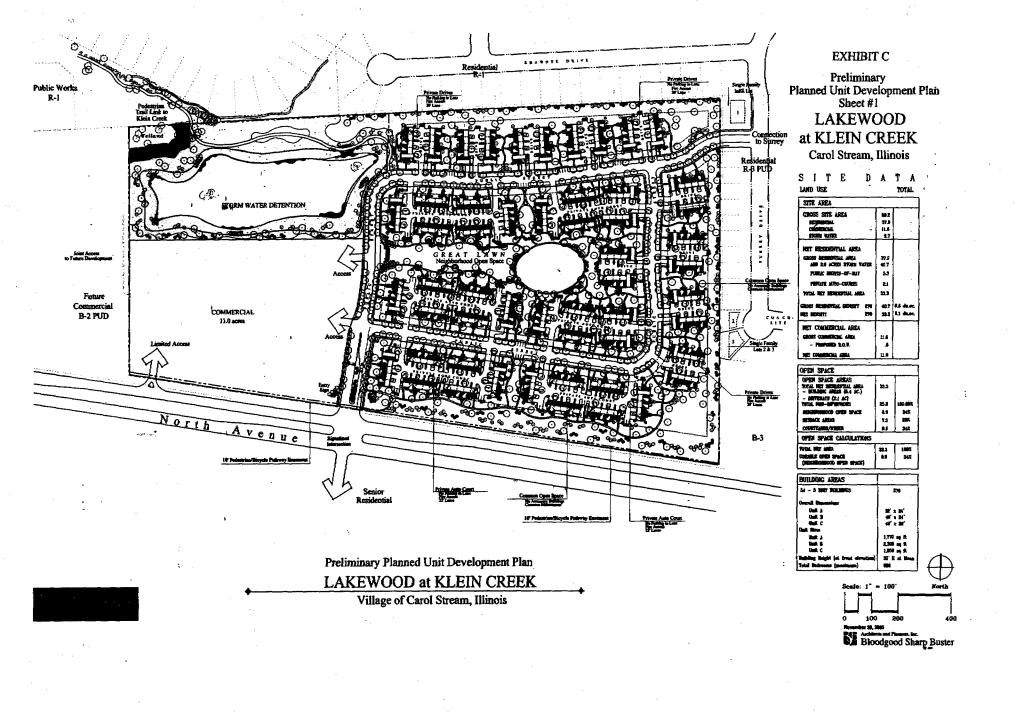


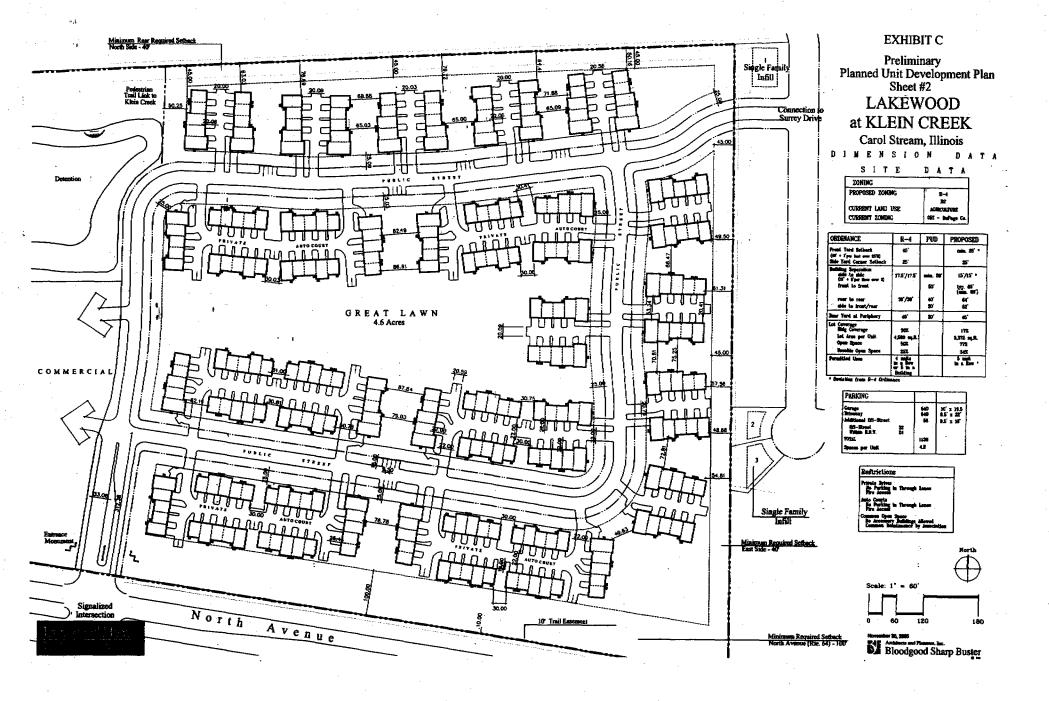
PROPOSED LEGEND

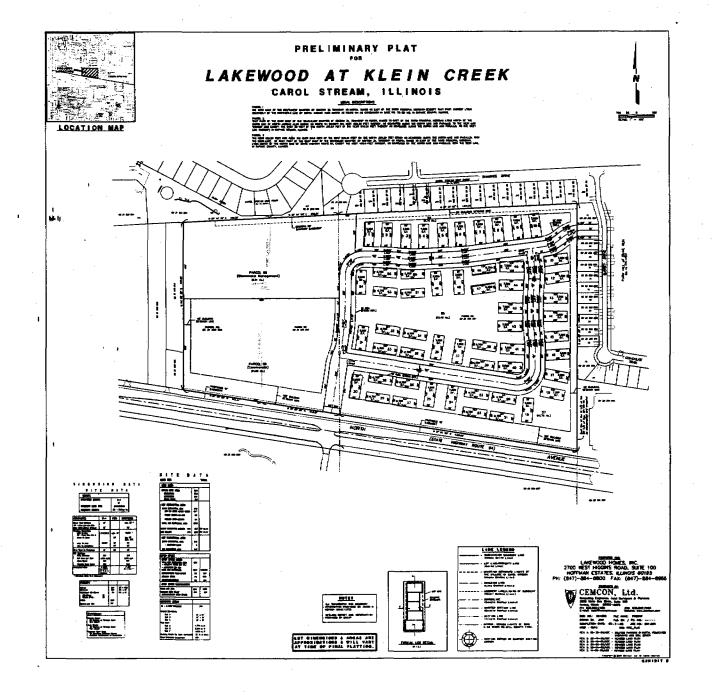
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- 2 AGGREGATE BASE COURSE, TYPE B 9"
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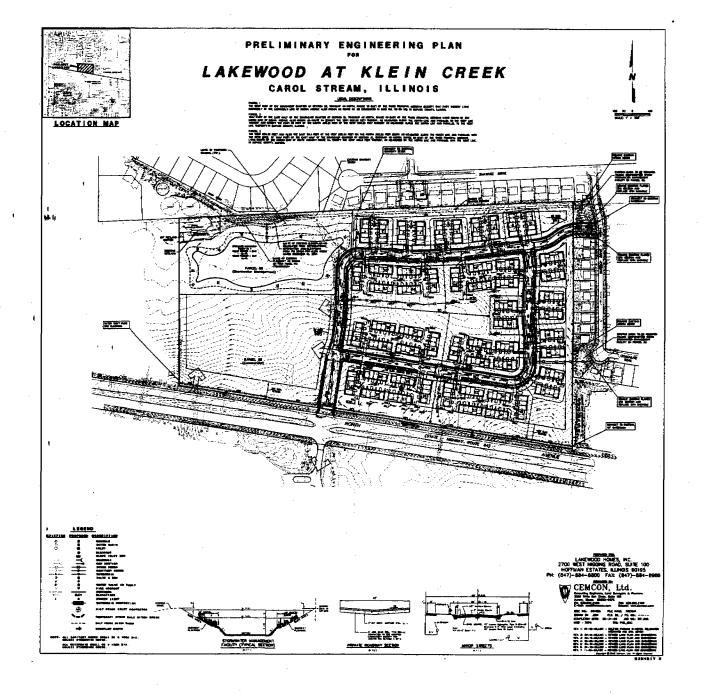
EXHIBIT K

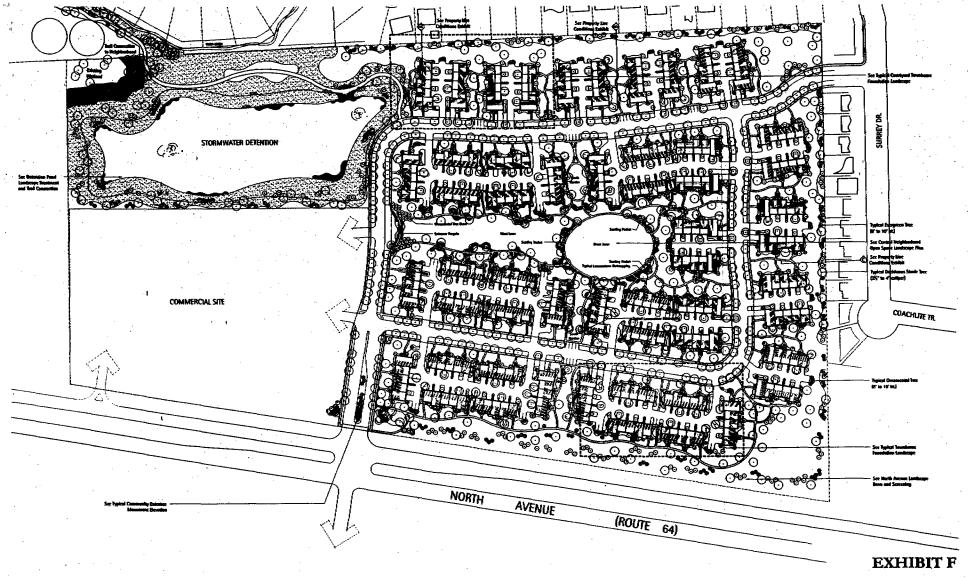
MEMO TITLED "PRELIMINARY STORMWATER MANAGEMENT REPORT – 4TH PRELIMINARY REVIEW" PREPARED BY CHRISTOPHER B. BURKE ENGINEERING, LTD. AND DATED DECEMBER 1, 2005









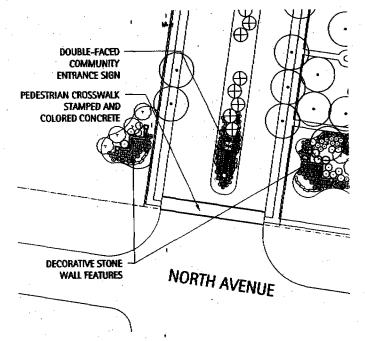


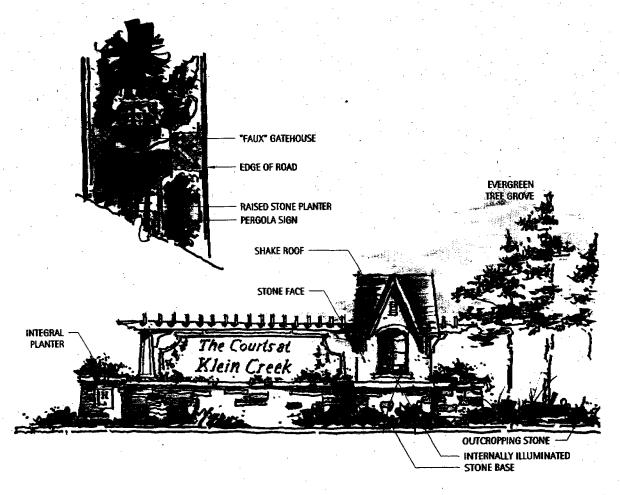
Lakewood at Klein Creek Carol Stream, Illinois

LAKOTA



Preliminary Overall Landscape Plan





Community Entrance Detail Plan
Scale: 1" = 28'-0"

Note: Sign is less than 150 feet from nearest proposed residential structure. A sign code partial of the proposed of sign of Final PLD Plan project and approved.

Community Entrance Monument Elevation

Lakewood Homes

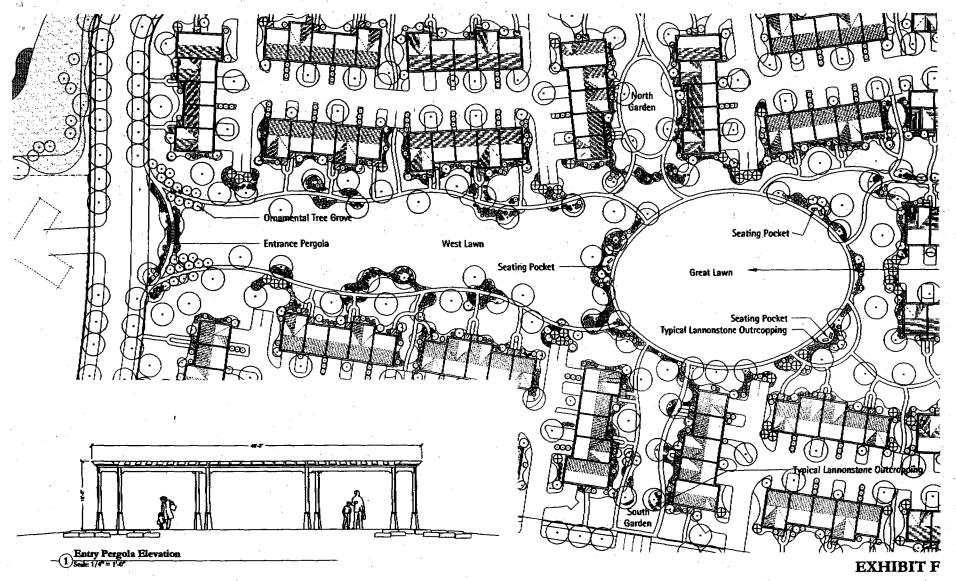
Lakewood at Klein Creek Carol Stream, Illinois

LAKOTA

EXHIBIT F

Community Entrance Monument Exhibit and Landscape

November 11, 2005



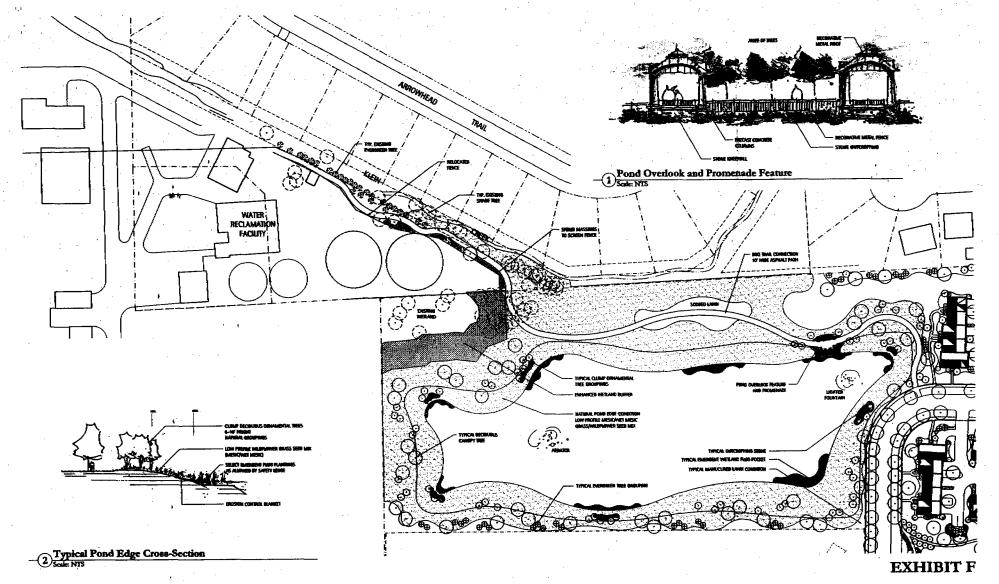
Lakewood at Klein Creek Carol Stream, Illinois

LAKOTA



Conceptual Central Green Landscape

September 27, 200



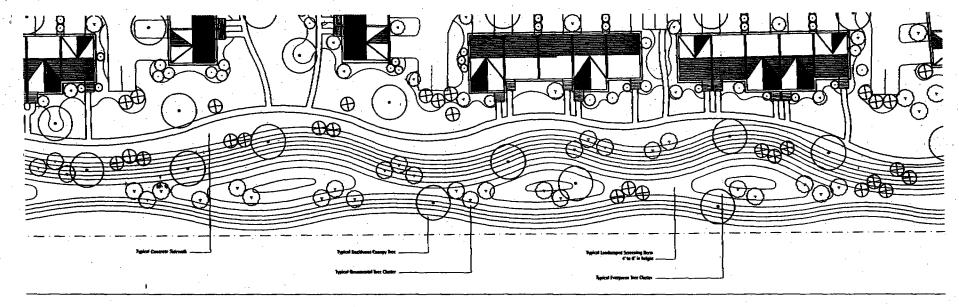
Lakewood at Klein Creek Carol Stream, Illinois

LAKOTA



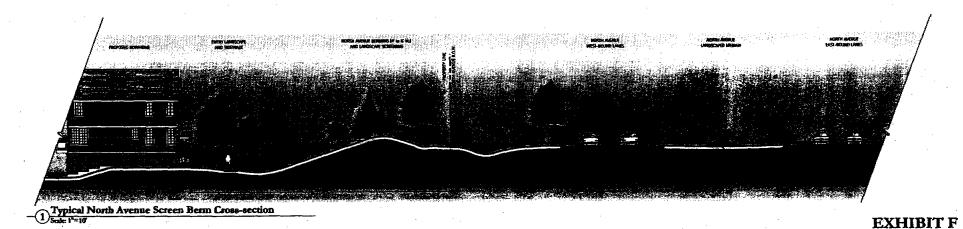
Detention Pond and Trail Connection

November 11, 2005



NORTH

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Lakewood Homes

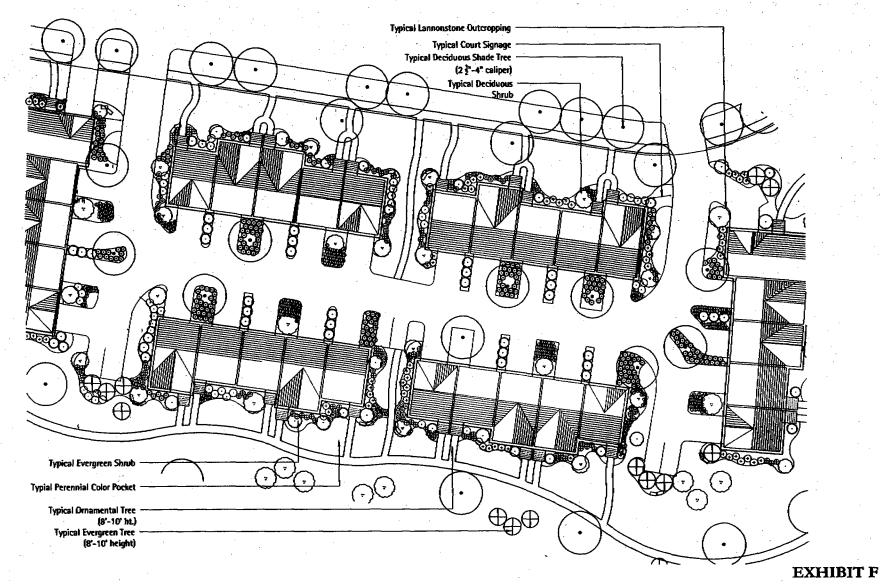
Lakewood at Klein Creek Carol Stream, Illinois

LAKOTA



North Avenue Berm and Landscape Screening

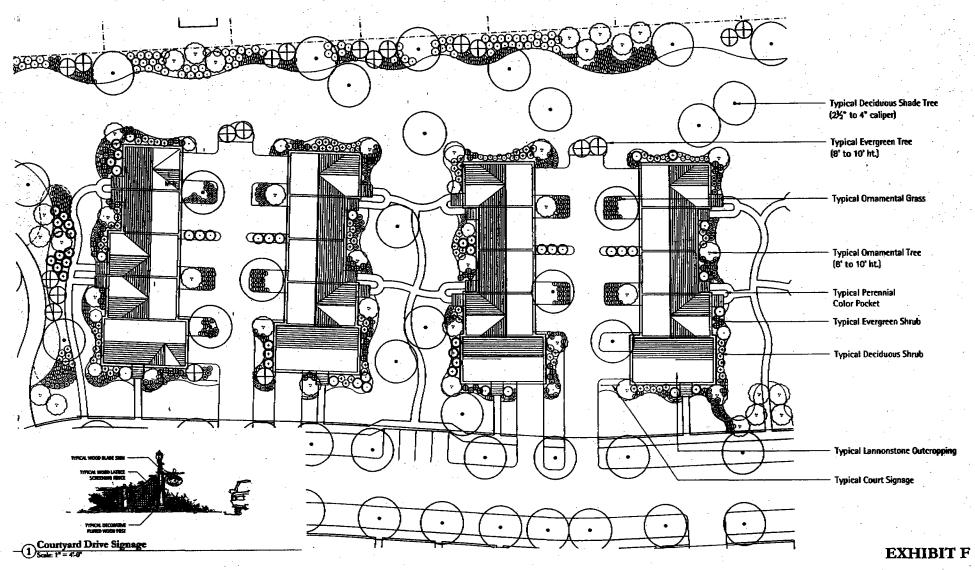
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Lakewood at Klein Creek Carol Stream, Illinois

LAKOTA





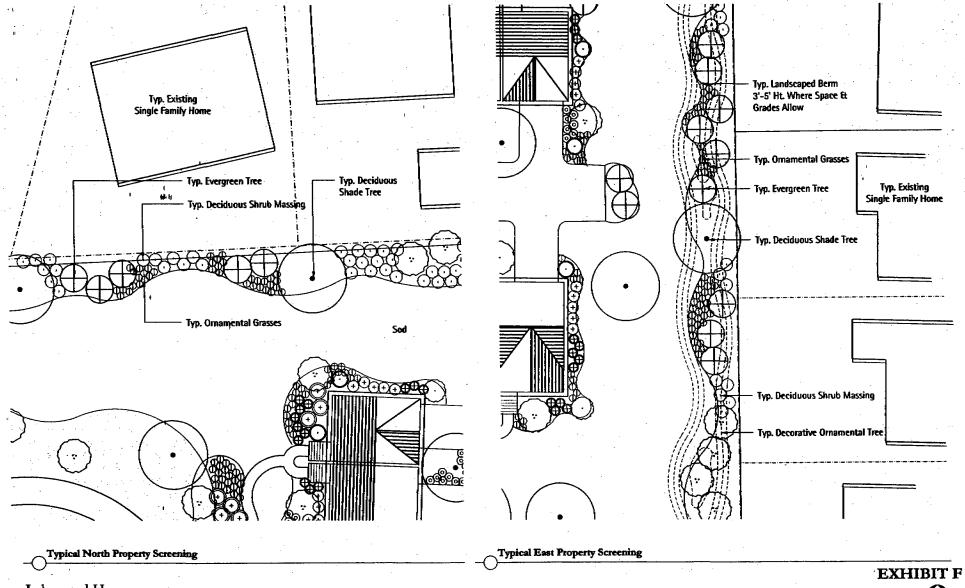
Lakewood at Klein Creek Carol Stream, Illinois

LAKOTA



Typical Courtyard Townhomes Foundation Landscape Plan

November 11, 2005

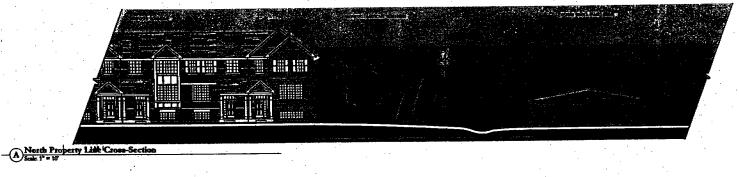


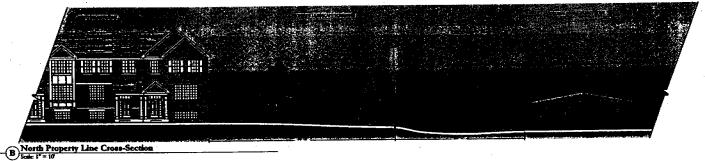
Lakewood at Klein Creek Carol Stream, Illinois

LAKOTA

Typical Property Screening Exhibit







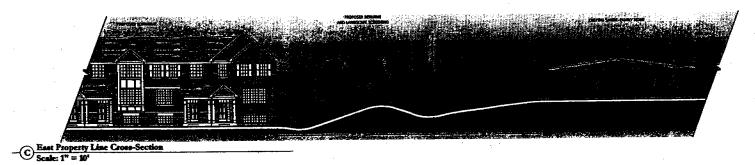


EXHIBIT F

Lakewood Homes

Lakewood at Klein Creek Carol Stream, Illinois

LAKOTA



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Lakewood Homes
North Avenue Site Carol Stream, Illinois

EXHIBIT F

LAKOTA



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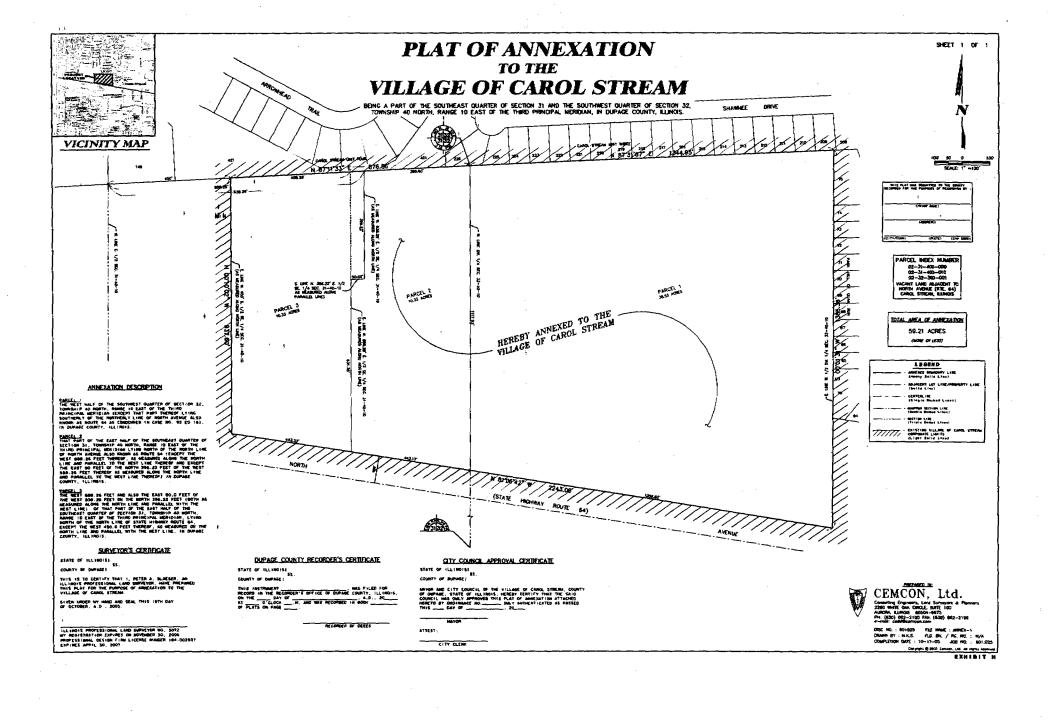




EXHIBIT I



Area Map & Analysis
Preliminary Planned Unit Development
LAKEWOOD at KLEIN CREEK
Carol Stream, Illinois



Bloodgood Sharp Buster

December 1, 2005

TO:

James T. Knudsen, PE, Director of Engineering Services – Village of Carol Stream

William N. Cleveland, PE, Assistant Village Engineer - Village of Carol Stream

Matt Streicher, Civil Engineer II - Village of Carol Stream

Kimberly M. Morgart, PE - CEMCON, Ltd.

COPIES:

Erik L. Gil, PE, CFM - CBBEL

Jedd M. Anderson - CBBEL

Project Files (CBBEL Project No. 92-07P100)

FROM:

Benjamin D. Ackert BDA

SUBJECT:

Preliminary Stormwater Management Report - 4th Preliminary Review

Project:

Fischer Property / Lakewood at Klein Creek

Location:

North of North Avenue and West of Gary Avenue in the Village

of Carol Stream, DuPage County, Illinois

As requested, Christopher B. Burke Engineering, Ltd. (CBBEL) staff has reviewed the November 9, 2005 responses to the 3rd Preliminary Review comments in the CBBEL October 4, 2005 memorandum. CBBEL has also reviewed the revised Preliminary Stormwater Management Report and attached exhibits for the proposed Lakewood Homes development on the Fischer Property prepared by CEMCON, Ltd. The purpose of the review was to provide preliminary feedback on the revised concept stormwater plan regarding the site runoff storage (detention), floodplain, and floodway. Because the submittal was labeled "preliminary," the review comments in this memo should be considered preliminary, and addressing these comments should not be considered as meeting permit requirements. CBBEL will reserve permit recommendation until such time as a complete stormwater submittal as required by the DuPage County/Village Ordinance can be reviewed and found to be in compliance.

REVIEW DATA

The review was based on the CEMCON, Ltd. submittal, dated November 9, 2005. The material reviewed was:

- Preliminary Stormwater Management Report For Lakewood at Klein Creek Carol Stream, Illinois, dated May 31, 2005 and revised November 9, 2005, prepared by CEMCON, Ltd. and signed and sealed by Kimberly M. Morgart, PE.
- Preliminary Engineering Plan For Lakewood at Klein Creek Carol Stream, Illinois, dated May 31, 2005 revised November 9, 2005.

- Preliminary Plat For Lakewood at Klein Creek Carol Stream, Illinois, dated May 31, 2005 revised November 9, 2005
- Letter addressed to Mr. Knudsen, dated November 9, 2005 containing responses to the comments in the CBBEL October 4, 2005 memorandum.

PROJECT DESCRIPTION

A mixed use ±59.2 acre project site is proposed for a parcel located north of North Avenue and west of the existing Park Hill of Quail Run development west of Gary Avenue. The site is located in the Village of Carol Stream, DuPage County, Illinois. The development proposes to replace existing farmland with commercial and multifamily residential areas. The development proposes one stormwater management facility (SWMF) for the entire site, a wet-bottom retention pond near the northwest corner of the site. The facility is intended to provide the storage volume required for the development plus additional storage to mitigate the filling of two offsite detention facilities under proposed conditions. Under existing conditions, the site drains unrestricted to the north toward Klein Creek. There are offsite areas tributary to the site both to the east and to the south.

REVIEW SUMMARY

The FEMA Flood Insurance Rate Map (FIRM) for DuPage County and the DuPage County Regulatory Flood Map (RFM) indicates that there is both floodplain and floodway located within the proposed property boundaries associated with Klein Creek. Klein Creek flows from east to west along the northern property boundary at the west end of the site. CEMCON, Ltd. has indicated that development will not occur in these areas. Stormwater storage is for the development is proposed in a wet-bottom detention facility located in the northwest portion of the site. This on-site SWMF is also proposed to provide detention storage to mitigate the filling of two basins located in Park Hill of Quail Run, the existing development to the east. There are calculations that the applicant still needs to perform before CBBEL can accept that the detention criteria have been fully addressed. CBBEL has received a copy of the letter from the Illinois Department of Natural Resources – Office of Water Resources (IDNR-OWR) dated November 21, 2005 which categorizes the SWMF embankment as a Class III, small size dam. Because the drainage area to the dam is less than one square mile, the dam height is less than 25 feet, and the impoundment capacity is less than 50 acre feet, a dam safety permit is not required from IDNR-OWR.

CBBEL has three remaining primary areas of concern associated with the proposed site which should be considered in the next submittal.

1 Impacts of filling the off-site detention ponds / drainage improvement requirements

The proposed pond removals in the Quail Run Subdivision can be considered a drainage improvement project as described in CBBEL's 3rd Preliminary Review comments in the October 4, 2005 memorandum. However, the proposed stormwater management plan will only be considered a drainage improvement project if the applicant demonstrates, with thorough documentation, that the removal of the ponds and subsequent stormwater routing will:

- not cause any adverse impacts including but not limited to an increase in 1. flow from existing to proposed conditions for any storm event.
- and that the proposed conditions represent an actual improvement to the 2. drainage under current conditions including the existing ponds.

The applicant is further recommended to consult with the Village Engineer and the Village Consultant regarding this matter before Final Engineering Plans are created.

2. Off-site tributary flows

There are off-site areas tributary to the site separate from the Quail Run Subdivision. These areas could impact the detention storage volume required if routed through the SWMF. Any off-site flows tributary to the SWMF that are not served by an upstream detention facility will be considered as on-line detention and subject to the DuPage County on-line detention requirements. The applicant should conduct a complete off-site tributary analysis before Final Engineering Plans are created. This analysis should include all offsite area tributary to the site, and should not be limited to information received from the Village, CBBEL or IDOT. The applicant is further recommended to consult with the Village Engineer and the Village Consultant regarding this matter before Final Engineering Plans are created.

3. Review comments reserved for Final Engineering

Over the course of the three previous CBBEL preliminary review memorandums, several CEMCON responses refer to information that will be provided at the time of Final SWM Permit Application or during Final Engineering. Therefore, for the purpose of clarity, in addition to responding to CEMCON's responses (to CBBEL's 3rd Preliminary Review comments from the October 4, 2005 memorandum), CBBEL has included with this 4th Preliminary Review Memorandum an attached review comment summary for comments which require further information or documentation which CEMCON has deferred until Final Engineering.

REVIEW COMMENTS

The following is a list of the response comments from the CBBEL October 4, 2005 review letter in bold, followed by CEMCON's response in italics, then CBBEL's response:

CBBEL Response 3: CBBEL will await receipt of the requested items to determine compliance with the DCCSFPO before recommending acceptance.

CEMCON Response: So noted. Per our discussions with CBBEL, this information will be provided at the time of Final SWM Permit Application.

CBBEL Response: Please see the attached review comment summary.

CBBEL Response 4: The provided FIS flood profile exhibit is not the most recent Flood Insurance Study Publication. CBBEL has reviewed the provided exhibit and found that the flood elevations agree with the more recently published flood profiles included in the Flood Insurance Study Number 147043CV004A, dated December 16, 2004. Please amend the provided exhibit with the more recent FIS flood profiles.

CEMCON Response: The preliminary stormwater management report now includes the most recent FIS flood profile (dated December 16, 2004).

CBBEL Response: Noted.

CBBEL Response 6: The floodplain and floodway are one in the same as indicated by the FIRM. However, the floodway should be scaled from the effective FIRM and the floodplain limits should be delineated according to elevation contours and FIS flood elevations (as previously submitted).

CEMCON Response: The floodway is now shown on the preliminary plan as the scaled limits from the FIRM panel. The floodplain limits have been delineated according to the site topography and the FIS flood elevations.

CBBEL Response: Noted.

CBBEL Response 7: CBBEL will await receipt of the requested items to determine compliance with the DCCSFPO before recommending acceptance.



CEMCON Response: So noted. Per our discussions with CBBEL, this information will be

provided at the time of Final SWM Permit Application.

CBBEL Response: Please see the attached review comment summary.

CBBEL Response 8 : CBBEL will await receipt of the requested items to determine

compliance with the DCCSFPO before recommending

acceptance.

CEMCON Response: So noted. Per our discussions with CBBEL, this information will be

provided at the time of Final SWM Permit Application.

CBBEL Response: Please see the attached review comment summary.

CBBEL Response 10: a. CBBEL will await receipt of the requested items to determine compliance with the DCCSFPO before recommending

acceptance.

b. A site visit by CBBEL on September 22, 2005 indicated the presence of additional North Avenue culverts tributary to the site. These culverts are identified on the Hampton Inn As-Builts provided to the applicant by the Village. The applicant will be required to demonstrate that all upstream tributary area has been included in a complete hydrologic analysis for both the existing and proposed conditions. This analysis should not be limited by the information received from CBBEL, the Village or IDOT. Any off-site flows tributary to the SWMF that are not served by an upstream detention facility will be considered as on-line detention. These areas could impact the detention storage volume required in the SWMF depending on how the development routes the flow. Any off-site flows tributary to the SWMF that are not served by an upstream detention facility will be considered as online detention. CBBEL has identified three areas where if the flow is routed to the SWMF, then the required detention storage volume could be impacted due to on-line detention considerations. These areas will reauire The areas include: the area east of the documentation. Hampton Inn development, the area east of the site and south of North Avenue, and North Avenue itself. The off-site tributary analysis should be completed before Final Engineering Plans are created. The applicant is further recommended to consult with the Village Engineer and the

Village Consultant regarding this matter. Overland flood routes where there is off-site area tributary should be sized for the 1 cfs per acre of tributary area or for the 100-year critical flow plus 1 foot of freeboard, whichever is greater.

c. CBBEL will await receipt of the requested items to determine compliance with the DCCSFPO before recommending acceptance.

CEMCON Response: a-d. CEMCON, Ltd. is in the process of obtaining information from IDOT for the Route 64 drainage study in order to determine the actual limits of the area tributary to the project site. During the final engineering process additional topography will be obtained as needed to determine these limits. The overland flood routes (OFR) through the site will be sized to convey the off-site tributary area at either 1 cfs per acre, or the 100-year critical flow, whichever is greater. The OFR will be sized to provide 1 foot of freeboard to the lowest foundation opening of adjacent structures.

CBBEL Response: Please see the attached review comment summary.

CBBEL Response 11: a-c. It appears from the topography on the Preliminary Engineering Plan, provided by CEMCON, and the As-Builts from Quail Run, provided by the Village, that there is overland flow from the east tributary to the site. Also, according to the As-Builts from the Hampton Inn development, provided by the Village, there is tributary flow from the Hampton Inn, North Avenue, additional area east of the Hampton Inn and possibly an area east of the site and south of North Avenue. These areas and any other off-site tributary areas should be included in the analysis mentioned in CBBEL Response 10.b.

CEMCON Response: a-c. CEMCON, Ltd. has conducted a preliminary investigation of the Quail Run As-Built drawings and we believe that the overland flow entering the Lakewood at Klein Creek site will be able to be conveyed through the site via overland flood routes (OFR). CEMCON, Ltd. is in the process of obtaining information from IDOT for the Route 64 drainage study in order to determine the actual limits of the area tributary to the project site. During the final engineering process, additional topography will be obtained as needed to determine these limits. The OFR through the site

will be sized to convey the off-site tributary area at either 1 cfs per acre, or the 100-year critical flow, whichever is greater. The OFR will also be sized to provide 1 foot of freeboard to the lowest foundation opening of adjacent structures. The analysis for all off-site areas and the capacity of the OFR will be provided with the Final SWM Permit Application.

CBBEL Response:

Please see the attached review comment summary.

CBBEL Response 12: a-e. CBBEL has consulted DuPage County regarding the filling of the off-site ponds within Quail Run. The county will accept that the filling of the ponds be considered a drainage improvement. This implies that the improvements will not be held to the same standards as a new development. Specifically, the removal of the ponds will not require a 0.1cfs per acre release rate for the area currently served by the ponds proposed to be filled. However, the applicant will be required to provide sufficient documentation that the proposed conditions release rate will not exceed the existing conditions release rate for any storm event. It is suggested that the applicant discuss the proposed approach with the Village Engineer and Village Consultant prior to preparing final engineering plans.

CEMCON Response: a-e. CEMCON, Ltd. will be in contact with the Village Engineer and their Stormwater Consultant during the Final Engineering process to discuss what information will be needed to determine that the existing conditions release rate will not increase for the areas in the Quail Run Subdivision that will be affected by the filling of the two existing detention facilities along the eastern property line of the Fischer Property.

CBBEL Response:

Please see the attached review comment summary.

- CBBEL Response 13: a. The applicant is required to demonstrate that no adverse impacts will result by filling the ponds.
 - b. The volume lost by filling the ponds is required to be provided in the SWMF at a 1:1 ratio.
 - Storm sewers should be designed to provide sufficient conveyance for the area served by the ponds proposed to be removed. Also, no storm sewers are shown where the southern pond is proposed to be removed.

CEMCON Response: a.

CEMCON, Ltd. will be in contact with the Village Engineer and their Stormwater Consultant during the Final Engineering process to discuss what information will be needed to determine that the existing conditions release rate will not increase for the areas in the Quail Run Subdivision that will be affected by the filling of the two existing detention facilities along the eastern property line of the Fischer Property.

- b. The volume in the existing ponds will be provided for in the proposed SWMF at a 1:1 ratio.
- c. A storm sewer connection to the existing outlet of the southern pond has been added to the preliminary plan.

CBBEL Response:

- a. Please see the attached review comment summary.
- b. Noted.
- c. The preliminary plan shows a manhole for a storm sewer connection at the existing inlet of the southern pond. How will overland flow tributary to the existing pond be captured?

CBBEL Response 14: a. Noted.

- b. Previously, CEMCON had stated that additional drainage will not occur to the neighboring property based on only undisturbed areas draining undetained. Grading has not been provided to demonstrate that the disturbed area proposed to drain undetained will not cause additional drainage to neighboring property.
- c-e. CBBEL will await receipt of the requested items to determine compliance with the DCCSFPO before recommending acceptance.

CEMCON Response: a. Noted.

b. The areas draining undetained from the site are significantly smaller than the existing areas that drain to these locations. Additionally, only open areas are being discharged undetained. Runoff from the proposed impervious improvements will be routed through the stormwater management facility. The actual area of the undetained sections will be determined during the Final Engineering process, when the final site grading is established.

c-e. So noted. Per our discussions with CBBEL, this information will be provided at the time of Final SWM Permit Application.

CBBEL Response:

b. The final site grading might reduce the areas draining to these locations, but the conveyance of the natural drainage patterns could be adversely affected by the placement of fill. The applicant will be required to demonstrate that the proposed grading will not cause additional drainage to neighboring properties.

c-e. Please see the attached review comment summary.

CBBEL Response 19: CBBEL will await receipt and review of the required information before acceptance.

CEMCON Response: So noted. Per our discussions with CBBEL, this information will be provided at the time of Final SWM Permit Application.

CBBEL Response: Please see the attached review comment summary.

CBBEL Response 20: CBBEL will await receipt and review of the required information before acceptance.

CEMCON Response: So noted. Per our discussions with CBBEL, this information will be provided at the time of Final SWM Permit Application.

CBBEL Response: Please see the attached review comment summary.

The following is a list of the response comments from the CBBEL October 4, 2005 review letter in bold, followed by CEMCON's response in italics, then CBBEL's response. These review comments were initiated in the CBBEL September 21, 2005 review letter.

Comment 1:

- 1. The Stormwater Management Report narrative indicates 10.2 acres of commercial area.
- 2-6. Noted.
- 7-8. Required detention storage calculations were based on ON-SITE conditions only and could be impacted by off-site flows depending on routing and upstream detention conditions



9-10. Noted.

CEMCON Response 1: 1. The report text has been revised to state that there is 11 acres of commercial area.

2-6. Noted.

7-8. Any off-site tributary areas will be bypassed over the emergency overflow weir in the storage facility. Calculations will be provided with the Final Stormwater Permit Applications to display that the allowable discharges are not exceeded as determined by the adding the existing on-site flow to the existing off-site tributary flows.

CBBEL Response 1: 1. Noted.

7-8. Please see the attached review comment summary.

Comment 3: A curve number of 100 should be used for the detention area

including the NWL to HWL.

CEMCON Response: A curve number of 100 has been used for the entire detention area

up to the HWL.

CBBEL Response: Noted.

Comment 6: CBBEL will await receipt and review of the required information

before acceptance.

CEMCON Response: So noted. Per our discussions with CBBEL, this information will be

provided at the time of Final SWM Permit Application.

CBBEL Response: Please see the attached review comment summary.

Comment 7: The layout for the storm sewer does not include a connection

near the southern pond proposed to be removed.

CEMCON Response: A storm sewer connection to the existing outlet into the southern

pond has been added to the preliminary plan.

CBBEL Response: Please see CBBEL response under comment 13 part c.



CONCLUSION

This completes CBBEL's 4th review of the Lakewood Homes at Klein Creek Preliminary Stormwater Management submittal. CBBEL will reserve permit recommendation until such time as a complete stormwater submittal as required by the DuPage County/Village Ordinance can be reviewed and found to be in compliance.

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Review Comment Summary

Project:	Lakewood Homes at Klein Creek	By: BDA
Location:	Carol Stream, DuPage County, Illinois	Date: 11/30/2005

Review	Comment Description	INFO to be provided during Final Engineering	Comment Satisfied
Comment#	<u> </u>	(Y or -)*	(Y or N)
1	Complete Checklist and Permit Application Required	Υ	N
2	Floodplain designation	-	Υ
3	Floodplain / Floodway Fill	Υ	N
4	FEMA FIS profile / Site BFEs	•	Υ
5	Exhibit Scale	-	Y
6	Floodplain / Floodway not shown on Plan	• \	Y
7	Existing conditions hydrology	Υ	N
8	Hydrologic Assumptinos / Calculations	Y	N
9	TR-20 time increment	-	Υ
10	Southem off-site area	Υ	N
11	Eastern off-site area	Υ	N
12	Quail Run Existing Conditions Analysis	Υ	N
13	Quail Run Pond Removal	N	
14	Undetained Areas	Υ	N
15	IDNR Dam Classification / Dam Safety Permit	-	
16	Restrictor Invert Elevation	-	Y
17	SWMF bounce	-	Y
18	Restrictor sizing assumptions	-	Υ
19	Overflow Weir detail	Υ	N
20	SWMF detail	Υ	N
	Additional Comments inlated in CBBEL's September 21, 2005 2nd Preliminary Review memorandum	10 (10 (10 (10 (10 (10 (10 (10 (10 (10 (
1	Changes between submittals	Υ	N
2	FIRM Exhibit	. +	Υ
3	Detention Runoff Curve Number	-	Υ
4	Tributary Area and Release Rate inconsistencies	-	Y
5	Multiple grading plans	-	Y
6	Additional information required for grading plan	Υ	N
7	Intersection Exhibit / storm sewer layout	Υ	N
8	Preliminary Plat Inconsistencies	-	Y
9	Preliminary Plat / building setbacks	-	Y
10	SWMF proximity to roadway	Υ	N

Y, CEMCON has indicated that additional information will be provided during Final Engineering

^{-,} CEMCON has not indicated that additional information will be provided during Final Engineering, but additional information may be requested by CBBEL or the Village.

AGEN	DA	ITEM
4-2	12-	19-05

ORDINA	NCE	NQ.	
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AN ORDINANCE ANNEXING CERTAIN PROPERTY TO THE VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS (LAKEWOOD AT KLEIN CREEK SUBDIVISION)

WHEREAS, Lakewood Homes, Inc. is the record owner of property located on the north side of North Avenue, approximately 1,250 feet west of Gary Avenue, in unincorporated DuPage County, Illinois, such property being legally described on the Plat of Annexation attached hereto as Exhibit A and made a part hereof (the "Property"); and

WHEREAS, Owners have 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 statues 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:

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

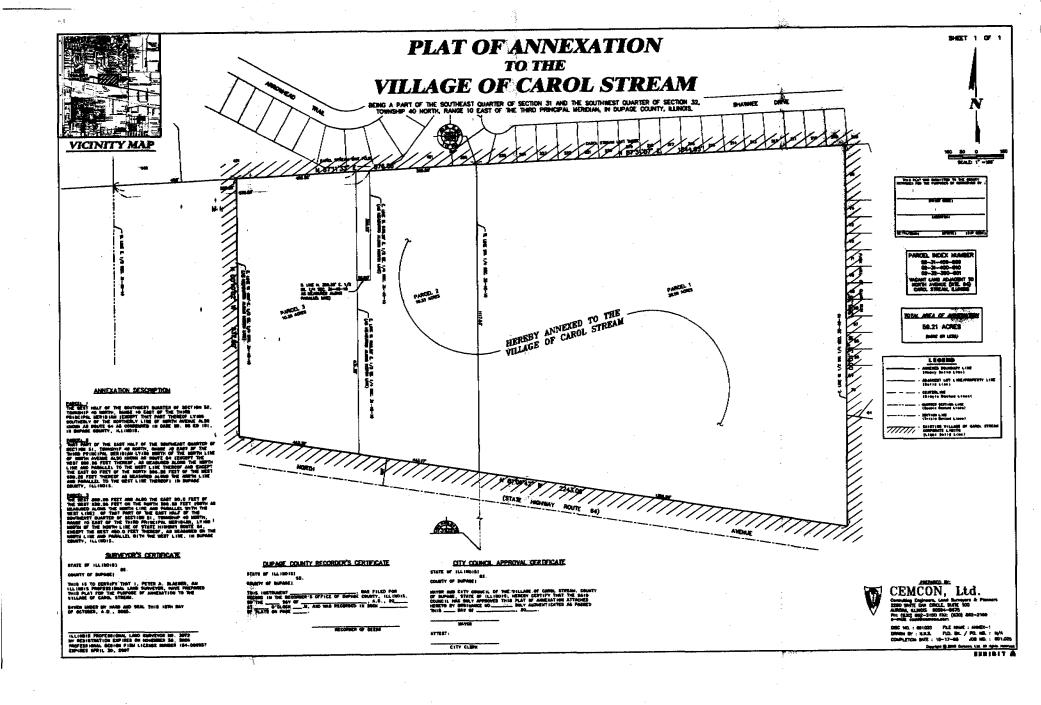
SECTION 2: That the Property, and all unincorporated roads contiguous thereto, be and the same are hereby annexed to and made a part of the Village of Carol Stream, DuPage County, Illinois.

SECTION 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.

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

	DASSED AND ADDDOVED	THIS 19 TH DAY OF DECEMBER 2005.
	TAGGED AND AFFROVED	THIS 19 DAT OF DECEMBER 2005.
	AYES:	
	NAYS:	
	ABSENT:	
		Ross Ferraro, Mayor
ATTEST:		

Janice Koester, Village Clerk



AGE		DA		EM
4.3	3_	12-	19-1	05

ORDINANCE NO.

AN ORDINANCE REZONING PROPERTY FROM OR OFFICE RESEARCH DISTRICT TO R-4 GENERAL RESIDENCE DISTRICT AND B-2 GENERAL RETAIL DISTRICT (LAKEWOOD AT KLEIN CREEK SUBDIVISION)

WHEREAS, Lakewood Homes, Inc. has requested approval of a zoning change, upon annexation, from OR Office Research District in unincorporated Bloomingdale Township to R-4 General Residence District and B-2 General Retail District in accordance with Section 16-8-4 and 16-9-3 of the Carol Stream Zoning Code; and

WHEREAS, pursuant to proper legal notice, on July 11, 2005, with continued discussion at the September 12, 2005 and October 10, 2005 meetings, the Combined Plan Commission/Zoning Board of Appeals considered this rezoning and has determined that the rezoning is compatible with other adjacent residentially and commercially zoned property, and will not pose a detrimental effect to the general public, nor have a negative effect on property values in the area; and

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

WHEREAS, the corporate authorities find that the granting of this rezoning would not be inconsistent with surrounding uses nor be contrary to the intent of the Zoning Ordinance of the Village.

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

SECTION 1: That the property described in Attachments 1 and 2 of this

Ordinance be granted a rezoning from OR Office Research District to R-4 General

Residence District and B-2 General Retail District to allow the development of a multiuse project. The zoning map of the Village shall be modified to show this change in zoning category.

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. Such execution and delivery to the Village shall take place within sixty (60) days after the passage and approval of this Ordinance, or within such extension of time as may be granted by the corporate authorities by motion.

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

PASSED	AND	APPROV	ED THIS	3 19тн	DAY	OF	DECE	MBER	2005
AYES:									
NAYS:									
ABSENT:	;								

Ross Ferraro, Mayor

Janice Koester, Village Clerk

ATTACHMENT 1

Residential Area

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 31 AND THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 87 DEGREES 31 MINUTES 07 SECONDS EAST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 101.69 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER TO THE POINT OF BEGINNING; THENCE EASTERLY, 1243.26 ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 01 MINUTES 31 SECONDS WEST, 1385.36 FEET ALONG SAID EAST LINE TO THE NORTH LINE OF ILLINOIS ROUTE 64 (NORTH AVENUE) PER DOCUMENTS 259496 AND 383597, SAID NORTH LINE BEING 100 FEET NORTHERLY AND PARALLEL WITH THE CENTERLINE OF SAID ROUTE; THENCE NORTH 81 DEGREES 06 MINUTES 42 SECONDS WEST, 1453.71 FEET ALONG SAID NORTH LINE; THENCE NORTH 08 DEGREES 53 MINUTES 18 SECONDS EAST, 285.88 FEET; THENCE NORTH 18 DEGREES 40 MINUTES 17 SECONDS EAST, 99.64 FEET; THENCE NORTH 08 DEGREES 56 MINUTES 06 SECONDS EAST, 49.30 FEET; THENCE NORTHERLY, 145.46 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1066.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 04 DEGREES 59 MINUTES 24 SECONDS EAST; THENCE NORTH 01 DEGREES 04 MINUTES 55 SECONDS EAST, 195.93 FEET; THENCE NORTHERLY, 158.42 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 133.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 35 DEGREES 12 MINUTES 22 SECONDS EAST; THENCE NORTH 02 DEGREES 16 MINUTES 08 SECONDS EAST, 218.92 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

ATTACHMENT 2

Commercial Area

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 31 AND THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 87 DEGREES 11 MINUTES 33 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 876.86 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER SECTION TO THE EAST LINE OF THE WEST 450 FEET OF THE EAST HALF OF SAID SOUTHEAST QUARTER; THENCE SOUTH 00 DEGREES 10 MINUTES 02 SECONDS EAST, 937.60 FEET ALONG SAID EAST LINE TO THE NORTH LINE OF ILLINOIS ROUTE 64 (NORTH AVENUE) PER DOCUMENTS 259496 AND 383597, SAID NORTH LINE BEING 100 FEET NORTHERLY AND PARALLEL WITH THE CENTERLINE OF SAID ROUTE; THENCE SOUTH 81 DEGREES 06 MINUTES 42 SECONDS EAST, 789.38 FEET ALONG SAID NORTH LINE; THENCE NORTH 08 DEGREES 53 MINUTES 18 SECONDS EAST, 285.88 FEET; THENCE NORTH 18 DEGREES 40 MINUTES 17 SECONDS EAST, 99.64 FEET; THENCE NORTH 08 DEGREES 56 MINUTES 06 SECONDS EAST, 49.30 FEET; THENCE NORTHERLY, 145.46 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1066.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 04 DEGREES 59 MINUTES 24 SECONDS EAST; THENCE NORTH 01 DEGREES 04 MINUTES 55 SECONDS EAST, 195.93 FEET; THENCE NORTHERLY, 158.42 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 133.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 35 DEGREES 12 MINUTES 22 SECONDS EAST; THENCE NORTH 02 DEGREES 16 MINUTES 08 SECONDS EAST, 218.92 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 87 DEGREES 31 MINUTES 07 SECONDS WEST, 101,69 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

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ORDINANCE NO. _____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A PRELIMINARY PLANNED UNIT DEVELOPMENT (NORTH SIDE OF NORTH AVENUE WEST OF GARY AVENUE)

WHEREAS, Lakewood Homes, Inc., has requested a Special Use Permit for a Planned Unit Development (PUD) in accordance with Chapter 16, Article 16 of the Carol Stream Zoning Code to allow a mixed-use development on approximately 59.2 acres located on the north side of North Avenue west of Gary Avenue; and

WHEREAS, the Combined Plan Commission and Zoning Board of Appeals, pursuant to proper legal notice, held a public hearing on July 11, 2005, with continued discussion at their September 12, 2005 and October 10, 2005 meetings concerning this request and has determined a Special Use Permit for a Planned Unit Development at this location would not be detrimental to the public welfare nor to the surrounding properties; and

WHEREAS, the said Combined Plan Commission/Zoning Board of Appeals has filed its minutes with the Carol Stream Board of Trustees containing its findings and its recommendations that the proposed special use for the Planned Unit Development be approved; and

WHEREAS, the requested special use will not alter the character of the area, nor affect the general public or use of the property within the area.

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 Exhibit "A", located at the on the north side of North Avenue, approximately 1,250 feet west of

Gary Avenue, zoned R-4 General Residence District and B-2 General Retail District, shall be granted a special use for a Planned Unit Development as shown on the attached Preliminary PUD Plan (Exhibit B, dated November 30, 2005), Preliminary Landscape Plan (Exhibit C, dated November 11, 2005), Residential Building Elevations (Exhibit D, undated), provided the following conditions are met:

- 1. That the minimum size of the commercial area shall be 11 buildable acres.
- 2. That the developer must install traffic signals at the North Avenue intersection.
- 3. That the street connection to Surrey Drive must meet applicable engineering design standards.
- 4. That the three new infill lots that will be created on the west side of Surrey Drive must meet the standards of the R-3 One-Family Residence District, which is the zoning of the existing adjacent residential properties, as well as the prevailing Planned Unit Development standards approved for the Park Hill subdivision.
- 5. That no accessory structures, including but not limited to decks, sheds, and patios, are permitted to be constructed by individual unit owners upon the common property within the residential area of the development.
- 6. That the architectural design for the residential buildings shall be revised and finalized to the mutual satisfaction of the Village and the developer at the time of Final Planned Unit Development Plan and North Avenue Corridor Review.
- 7. That the developer shall provide some type of amenity feature in the vicinity of the stormwater retention pond, the final configuration and details of which will be agreed upon at the time of Final Planned Unit Development Plan Review.
- 8. That all individual dwelling unit driveways, including those for the Unit C side-load garage floor plan, shall provide driveways that are a minimum of 20 feet in length. The 20-foot dimension must be independent of the through drive lane, so as to ensure that parked vehicles will not encroach into the common access drives.
- 9. That additional landscape materials be added to the plan on the west side of the two residential buildings on the east side of the main entry drive off of North Avenue, so as to enhance the buffering between these units and the future commercial development.

- 10. That the plant materials shown on the landscape plan must be installed at the size and height shown on the plan and that the materials must be maintained in a neat and healthy condition, with dead or dying materials being replaced on an annual basis.
- 11. That the stormwater pond must contain at least one decorative, lighted fountain in addition to an aerator.
- 12. That the stormwater management facilities must be designed so as to be expandable and available to the properties to the west.
- 13. That the developer must use his best efforts to secure a viable commercial developer for the 11-acre commercial site.
- 14. That the developer submit an acceptable plan to the Village that demonstrates the type and location of protective curbing along the private driveways.
- 15. That the private drives shall be properly signed to indicate no parking.
- 16. That all of the private courts within the development must have unique names assigned prior to the approval of the Final Planned Unit Development Plan to allow for proper addressing and evaluation of emergency response considerations.
- 17. That the watermain along North Avenue shall be extended to the west approximately 400 feet at which location it would connect into the Village's existing system.
- 18. That the developer will provide a security fence, of a height and design acceptable to Village staff along the bike path through the Water Reclamation Center property, and that the developer agrees to trim, relocate or remove trees and brush to make room for the path.
- 19. That the developer agrees to make other modifications on the Water Reclamation Center property as deemed necessary by the Village to allow for the bike path to be constructed and that the developer agrees to make the necessary modifications to the bridge crossing Klein Creek to make it safe for bicyclists and pedestrians.
- 20. That the applicant agrees to remove the current gate at the west end of the Klein Creek bridge and construct a new gate to accommodate the bike path as well as the security needs for the Water Reclamation Center property.
- 21. That the development must in all ways comply with the applicable codes and standards of the State, County and Village.

SECTION 2: This Ordinance shall be in full force and effect from and after the passage, approval and publication in pamphlet form as provided by law, provided, however, that this Ordinance is executed by the owners of the subject property or such other party in interest, consenting to and agreeing to be bound by the terms and conditions contained within this Ordinance. Such execution and delivery to the Village shall take place within sixty (60) days after the passage and approval of this Ordinance, or within such extension of time as may be granted by the corporate authorities by motion.

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

PASSED AND APPROVED THIS 19TH DAY OF DECEMBER 2005.

AYES:

NAYS:

ABSENT:

Ross Ferraro, Mayor

ATTEST:

Janice Koester, Village Clerk

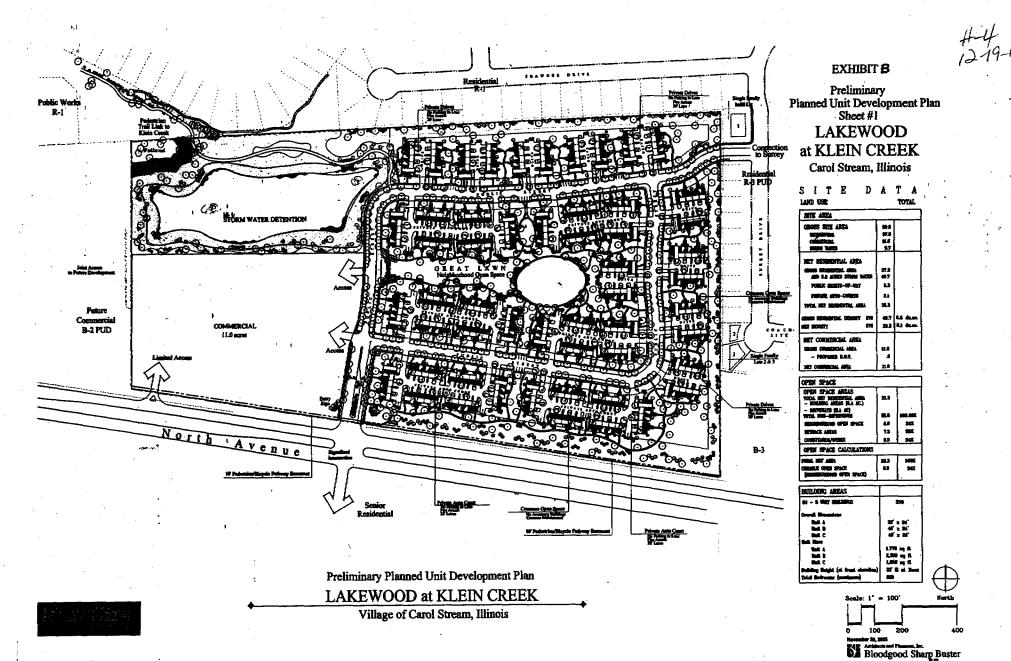
I,	, being the owner or other party of interest of
	his Ordinance, having read a copy of the Ordinance, do do agree to develop and use the subject property in as of this Ordinance.
(Date)	(signature)

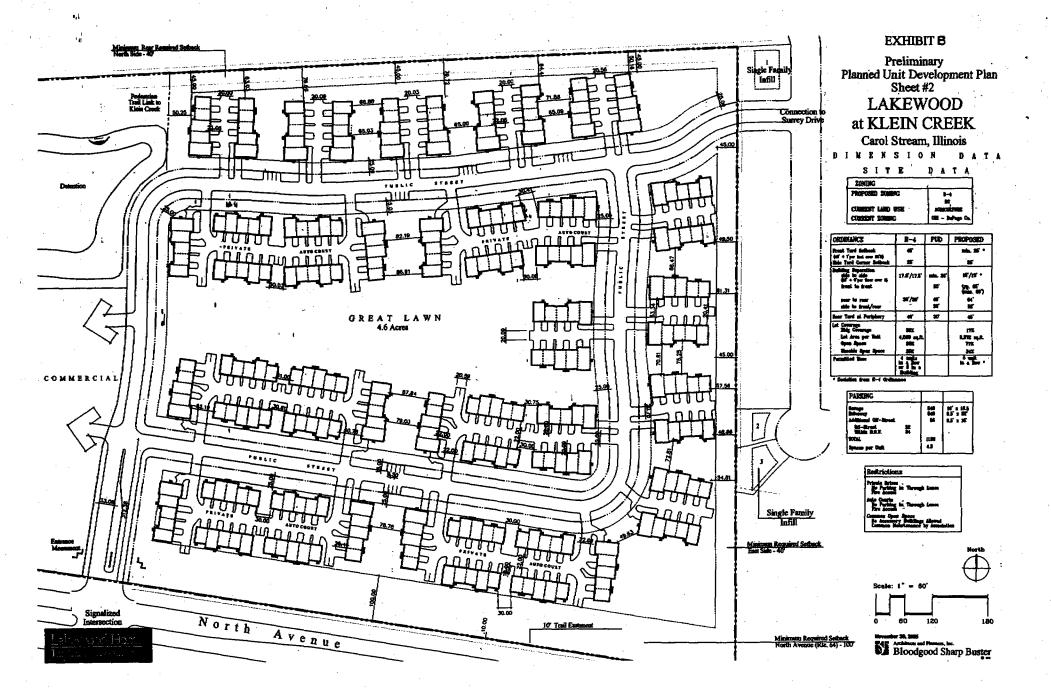
EXHIBIT A

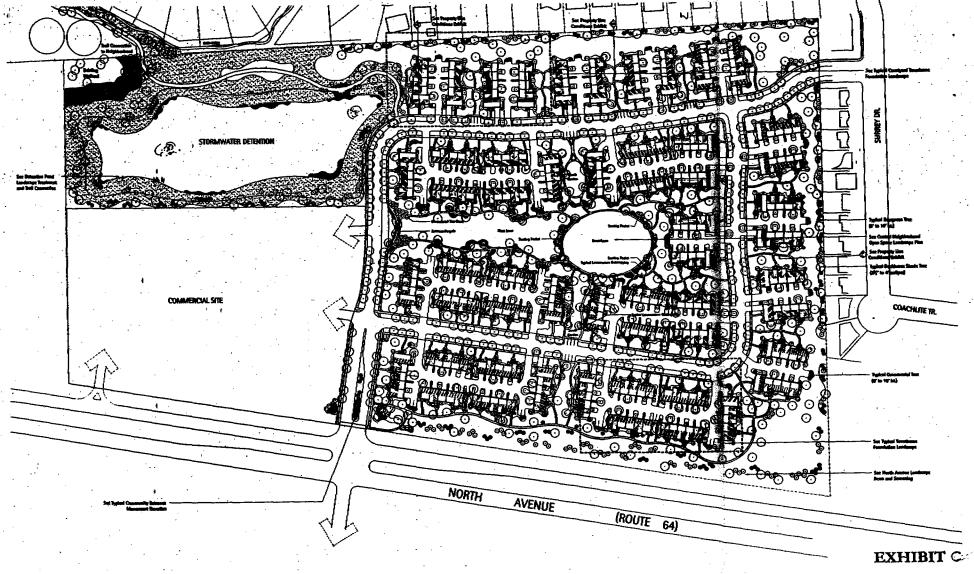
PARCEL 1: THE WEST HALF OF THE SOUTHWEST ¼ OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART THEREOF LYING SOUTHERLY OF THE NORTHERLY LINE OF NORTH AVENUE ALSO KNOWN AS ROUTE 64 AS CONDEMNED IN CASE NO. 95 ED 16), IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE CENTER LINE OF NORTH AVENUE ALSO KNOWN AS ROUTE 64 (EXCEPT THE WEST 888.26 FEET THEREOF, AS MEASURED ALONG THE NORTH LINE AND PARALLEL TO THE WEST LINE THEREOF AND EXCEPT THE EAST 50 FEET OF THE NORTH 396.22 FEET OF THE WEST 938.26 FEET THEREOF AS MEASURED ALONG THE NORTH LINE AND PARALLEL TO THE WEST LINE THEREOF) IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: THE WEST 888.26 FEET AND ALSO THE EAST 50.0 FEET OF THE WEST 938.26 FEET ON THE NORTH 396.22 FEET (BOTH AS MEASURED ALONG THE NORTH LINE AND PARALLEL WITH THE WEST LINE) OF THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF STATE HIGHWAY ROUTE 64, EXCEPT THE WEST 450.0 FEET THEREOF, AS MEASURED ON THE NORTH LINE AND PARALLEL WITH THE WEST LINE, IN DUPAGE COUNTY, ILLINOIS.







Lakewood Homes

Lakewood at Klein Creek Carol Stream, Illinois

LAKOTA



Preliminary Overall Landscape Plan



BOL SALANI OLO I A LENG, LTR.



BOL SALSANIO OLDONI & LUTHER, S.T.E.

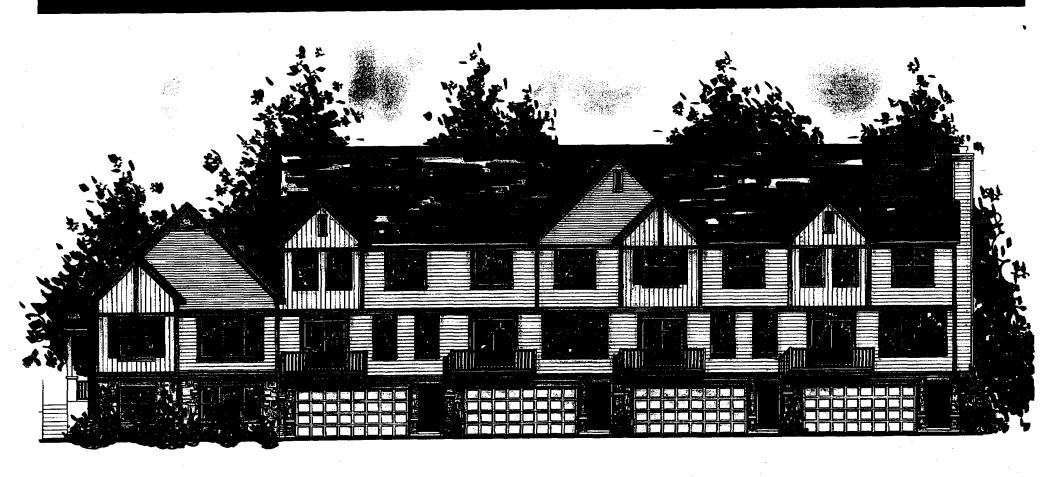


LAKEWOOD HOMES

BOL



BOL BALBANO GLOOM & LEWISS, LTD



BOL MALAMO GLOON & LARMA, LYN.

AGEN	LDA	ITEM
4.5	12-1	9-05

RESOLUTION NO.

A RESOLUTION APPROVING A PRELIMINARY PLAT OF SUBDIVISION (NORTH SIDE OF NORTH AVENUE WEST OF GARY AVENUE)

WHEREAS, Town & Country Homes, is requesting a Preliminary Plat of Subdivision in accordance with Section 7-2-3 of the Carol Stream Subdivision Code to subdivide the 59.2-acre site on the north side of North Avenue, approximately 1,250 feet west of Gary Avenue into numerous lots and outlots to accommodate the approved mixed-use Planned Unit Development.

WHEREAS, the Plan Commission/Zoning Board of Appeals of the Village of Carol Stream at their October 10, 2005 meeting, considered the Preliminary Plat of Subdivision and has found it to be in conformity with the Zoning Code, the Subdivision Code and other ordinances of the municipality relating to the particular property herein proposed to be developed; and

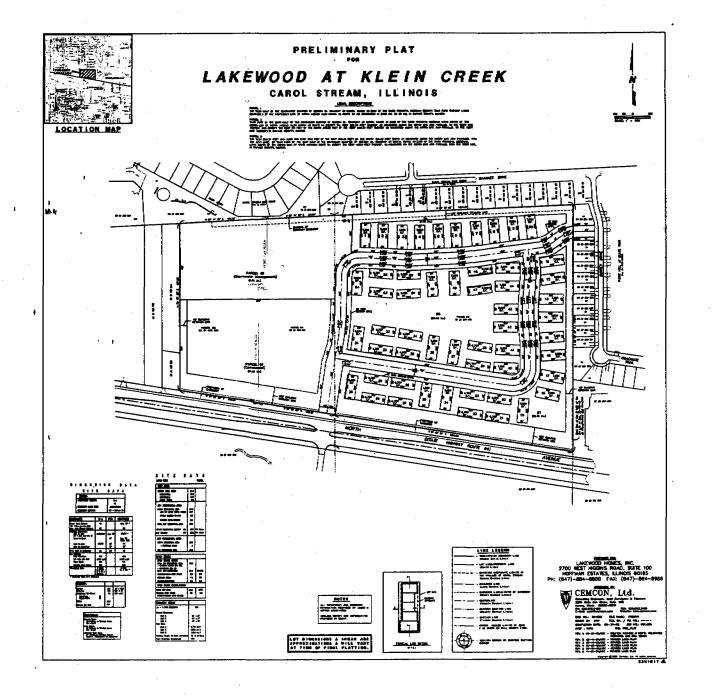
WHEREAS, the Combined Board made its recommendation to the Corporate Authorities regarding the approval of this plat.

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

SECTION 1: Approval is hereby given to the Preliminary Plat of Subdivision, such document being attached to and made a part of this Resolution as Exhibit "A", drawn by Cemcon, Ltd., 2280 White Oak Circle, Suite 100, Aurora, IL 60502, and dated November 9, 2005.

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 19 TH DAY OF DECEMBER 2005.
AYES:
NAYS:
ABSENT:
Ross Ferraro, Mayor
ster Village Clerk



AGENDA ITEM H-6 12-19-05 Uillage of Carol Stream Interdepartmental Memo

TO:

Joseph E. Breinig, Village Manager

FROM:

Robert J. Glees, Community Development Director

DATE:

December 14, 2005

RE:

DuPage County ZBA Case #5176-05: Petition for Conditional

Uses and Variations for a Self-Storage Facility

PURPOSE

The purpose of this memorandum is to coordinate with the Village Board the referenced request, which will be on the DuPage County ZBA's agenda on December 22, 2005.

DISCUSSION

Attached is a copy of a notice received on December 12th from DuPage County for the referenced case. In order for the Board to take action in advance of the county's hearing date of December 22nd, the matter must be considered during the regular meeting on December 19, 2005. The Village's response must be received by the DuPage County Zoning Division by December 21, 2005.

The petitioner, Jeffrey Schramer of Wheaton, Illinois, wishes to construct an 18-unit, one-story, 22,000 sf storage building on the 1.83-acre property on the south side of St. Charles Road, just east of the Village Tavern. The petitioner's request is for approval of the following:

- Conditional Use for a self-storage facility
- Conditional Use to reduce interior side yard setbacks by 50%
- Variation to reduce interior side yard setbacks from 40 feet to 20 feet
- Variation to allow a 0.27 Floor Area Ratio (FAR) on a property less than 150 feet in width.

Staff suggests the Village may wish to object to the special use for a number of reasons:

1. The proposed use is not in keeping with the zoning of adjacent properties in the Village of Carol Stream, which are *B-2 General Retail District* and *R-4 General Residence District*. The proposed use would only be permitted in Village's *I Industrial District* as a special use. There are other available sites

- in Carol Stream's industrial parks that would accommodate the proposed use.
- 2. The proposed use is not in conformance with Carol Stream's Future Land Use Plan, which calls for a commercial use. Carol Stream's Zoning Code considers a self-storage facility to be an industrial use, not a commercial use.
- 3. The property is within the Village of Carol Stream's planning jurisdiction, and the Village is highly interested in ensuring that development in this area is in the best interests of the community. The proposed development does not meet Carol Stream's codes and standards with respect to use, front yard setback, stormwater management, utility services, and possibly others.
- 4. The notification which we received from the DuPage County DEDP Zoning Division indicates the development would utilize sewer and water utilities. However, the Village has not approved the connection to its sewer and water systems, and will not do so for a development that is so much in conflict with the Village's codes, standards, and zoning.
- 5. We believe new development should not be permitted to use well and septic systems when municipal sewer and water systems are nearby. The Village would permit such connections for a development that met standards.
- 6. The proposed site plan does not provide stormwater detention as required by the DuPage County ordinance.
- 7. We believe there may be wetlands at the south end of the site. This should be investigated and delineated if necessary, in accordance with the DuPage County ordinance.
- 8. The proposed site plan does not meet DuPage County Stormwater Management Area standards, and the developer is requesting approvals of variations to setback and FAR standards. We see no special site constraints that would justify the relaxing of DuPage County standards, and we do not believe the proposed development meets the approval criteria for variations.
- 9. We believe the proposed development meets neither county nor municipal standards; therefore the requests for special uses and variations should be denied.

RECOMMENDATION

Staff recommends the Village take a position objecting to the petitioner's request. If the Village Board concurs, they should approve the attached resolution of formal objection.

RJG:bg u:\dupage zba\5176-05a.doc



DU PAGE COUNTY ZONING BOARD OF APPEALS

JACK T. KNUEPFER ADMINISTRATION BUILDING 421 NORTH COUNTY FARM ROAD WHEATON, ILLINOIS 60187/630-407-6700

Zoning Petition #5176-05 Kayser 🚓

	CONTRACTOR OF PERSONS ASSESSED.
" 'UNITY SE	FELOPMENT DEP

Please review the information regarding the matter herein and return with any comments or concerns you wish to have reviewed by the DuPage County Zoning Board of Appeals. If you do not have any comments or concerns please indicate so on the line below.

not have any comments or co	oncerns please indicate so on the line below.		
Please return to Keva W	illis, at the DuPage County Department of Economic		
	g Zoning Division by December 21, 2005.		
CASE #/PETITIONER:	5176-05 Schramer		
	R: Jeffrey Schramer, 404 S. Main, Wheaton, Il 60187 SS/LOCATION 24W349 St. Charles Rd., Carol Stream, Il CATION DATE: December 8, 2005		
OWNER:			
PUBLICATION DATE:			
ZONING REQUEST:	The Following Zoning Relief from the DuPage County Ordinance:		
·	A. Conditional Use for a self-storage facility (Sec. 37-8.2-2p);		
	B. Conditional Use to reduce both interior side yard setbacks b	y	
	50% (Sec 37-8.2-4h);	_	
	C. Variation to reduce interior rear yard setback from 40 feet to	20	
	feet (Section 37-8.2-4c1); and		
	D. Variation to allow 0.27 FAR on a property less than 150 fee	·t	
	(Sec 37-8.2-5)		
THE POST PROPERTY.	Vacant		
PRESENT USE:	·		
PRESENT ZONING/LUP	B-2 Local Business Local Commercial		
TOWNSHIP/COUNTY			
BOARD DISTRICT/PPN	Milton/District 4 05-04-203-002		
ACREAGE/ UTILITIES:	1.83 acres Sewer and Water		
ZBA PUBLIC HEARING:	December 22, 2005		
AS OF THIS DATE I H	AVE NO CONCERNS/COMMENTS. I RESERVE THE RIGI	нт то	
	COMMENTS IF THE REQUEST IS ALTERED.		
	· · · · · · · · · · · · · · · · · · ·		
Comments:	·		
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		•	
	MANAGE CONTRACTOR OF THE CONTR	····	
a.	T 4.		
Signature:	Date:		
Municipality/Township/Agency	/Department:		

PLEASE NOTE: FILING OF THIS FORM DOES NOT SUBSTITUTE FOR A FORMAL OBJECTION PURSUANT TO THE ILLINOIS STATE STATUTES.



DU PAGE COUNTY ZONING BOARD OF APPEALS JACK T. KNUEPFER ADMINISTRATION BUILDING 421 NORTH COUNTY FARM ROAD WHEATON, ILLINOIS 60187/ 630-407-6700

Zoning Petition 5176-05 Kayser

The DuPage County Zoning Board Of Appeals will conduct the following public hearing:

PUBLIC HEARING: ZP#5176-05, Thursday, December 22, 2005 at 7:00 p.m., Room 3500B, 421 N. County Farm Road, Wheaton Illinois 60187

PETITIONER: Reis Kayser, 721 Lenox, Glen Ellyn, Il 60157

REQUEST:

- A. Conditional Use for a self-storage facility (Sec. 37-8.2-2p);
- B. Conditional Use to reduce both interior side yard setbacks by 50% (Sec 37-8.2-4h);
- C. Variation to reduce interior rear yard setback from 40 feet to 20 feet (Section 37-8.2-4cl); and
- D. Variation to allow 0.27 FAR on a property less than 150 feet (Sec 37-8.2-5)

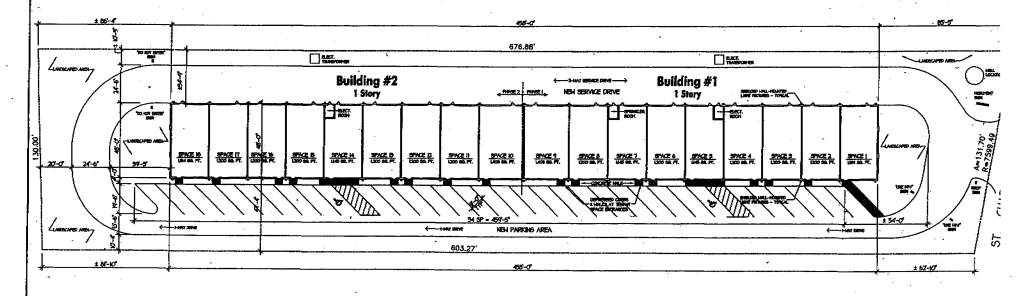
ADDRESS OR GENERAL LOCATION: 24W349 St. Charles Rd, Carol Stream, Il

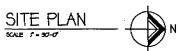
LEGAL DESCRIPTION:

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

Respectfully Submitted, ROBERT J. KARTHOLL, CHAIRMAN, DUPAGE COUNTY ZONING BOARD OF APPEALS

Notice of this hearing is being sent to property owners within 300 feet of the subject property and as one of them you are invited to attend the meeting and comment on the petition. A sketch or drawing of the petitioner's request is included for your review. If you have any questions, please contact the Zoning Division at (630) 407-6700.





PROJECT DATA

PROJECT DESCRIPTION HOLESTORY, 19 CHT., STOPHARE BUILDING

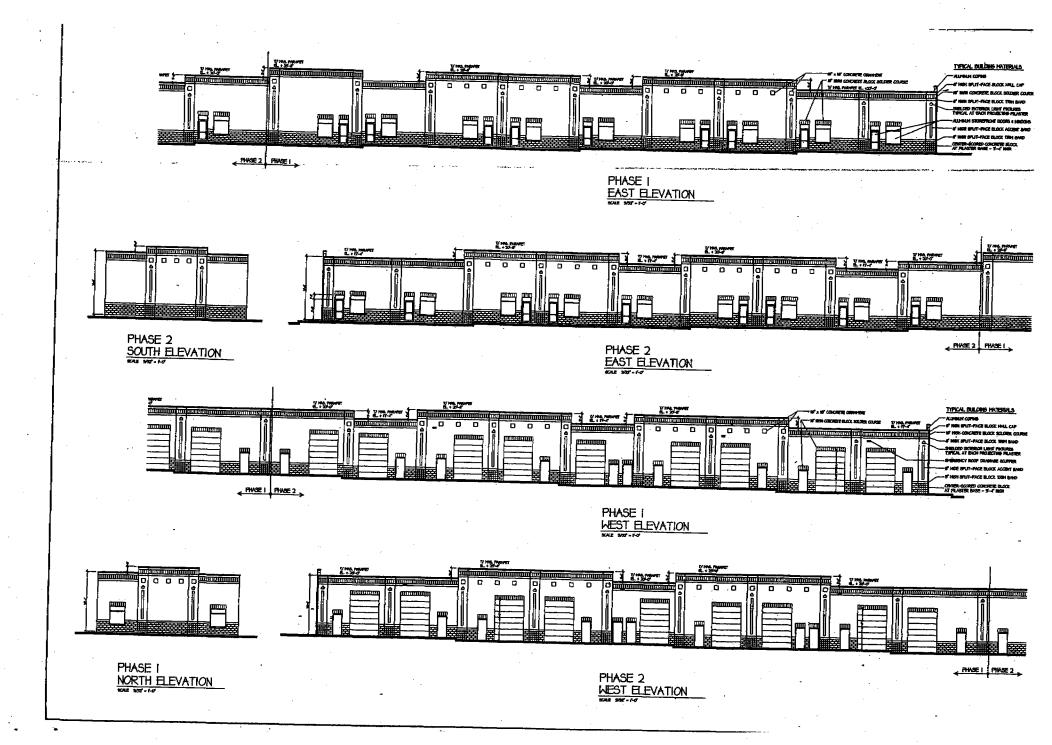
2010165 BTM AREA BOJAS BULDING AREA 22,864

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OFF-STREET PARKING

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RESOLUTION NO.	

A RESOLUTION OF OBJECTION TO A REQUEST FOR CONDITIONAL USES AND VARIATIONS FOR THE PROPERTY LOCATED AT 24W349 ST. CHARLES ROAD (DUPAGE COUNTY ZBA CASE NO. 5176-05)

WHEREAS, the Corporate Authorities of the Village of Carol Stream have been advised that DuPage County is considering a request for a conditional use pursuant to Section 37-8.2-2p, a conditional use pursuant to Section 37-8.2-4h, a variation pursuant to Section 37-8.2-4c1, and a variation pursuant to Section 37-8.2-5 of the DuPage County Ordinance to grant approval of a self-storage facility at 24W349 St. Charles Road, within DuPage County, Docket Number 5176-05; and,

WHEREAS, the subject property is within the Village of Carol Stream's planning jurisdiction and within its ultimate municipal boundaries; and,

WHEREAS, the following concerns have been raised regarding the request:

- 1. The proposed use is not in keeping with the zoning of adjacent properties in the Village of Carol Stream, which are B-2 General Retail District and R-4 General Residence District. The proposed use would only be permitted in Village's I Industrial District as a special use. There are other available sites in Carol Stream's industrial parks that would accommodate the proposed use,
- 2. The proposed use is not in conformance with Carol Stream's Future Land Use Plan, which calls for a commercial use. Carol Stream's Zoning Code considers a self-storage facility to be an industrial use, not a commercial use,
- 3. The property is within the Village of Carol Stream's planning jurisdiction, and the Village is highly interested in ensuring that development in this area is in the best interests of the community. The proposed development does not meet Carol Stream's codes and standards with respect to use, front yard setback, stormwater management, utility services, and possibly others,
- 4. The notification which we received from the DuPage County DEDP Zoning Division indicates the development would utilize sewer and water utilities. However, the Village has not approved the connection to its sewer and water systems, and will not do so for a development that is so much in conflict with the Village's codes, standards, and zoning,
- 5. We believe new development should not be permitted to use well and septic systems when municipal sewer and water systems are nearby. The Village would permit such connections for a development that met standards,
- 6. The proposed site plan does not provide stormwater detention as required by the DuPage County ordinance,
- 7. We believe there may be wetlands at the south end of the site. This should be investigated and delineated if necessary, in accordance with the DuPage County ordinance,

- 8. The proposed site plan does not meet DuPage County Stormwater Management Area standards, and the developer is requesting approvals of variations to setback and FAR standards. We see no special site constraints that would justify the relaxing of DuPage County standards, and we do not believe the proposed development meets the approval criteria for variations, and
- 9. We believe the proposed development meets neither county nor municipal standards; therefore the requests for special uses and variations should be denied; and

WHEREAS, the Corporate Authorities concurred in such concerns.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: That the DuPage County Board be and hereby is notified of the opposition of the Corporate Authorities of the Village of Carol Stream to the granting of action requested in ZBA Case 5176-05.

SECTION 2: This Resolution shall be in full force and effect upon its passage, and approval in accordance with law.

DACCED AND ADDROVED THE LOTH DAM OF DECEMBER 2005

PASSED AND APPROVED THIS 19	DAY OF DECEMBER, 2005
AYES:	
NAYS:	
ABSENT:	
ATTEST:	Ross Ferraro, Mayor
Janice Koester, Village Clerk	

AGENDA ITEM

Village of Carol Stream I 12 19-05

Interdepartmental Memo

TO:

Joseph E. Breinig, Village Manager

FROM:

Donald T. Bastian, Village Planner

THROUGH: Robert J. Glees, Community Development Director

DATE:

December 14, 2005

RE:

Agenda Item for the Village Board meeting of 12/19/05: Duke Construction Appeal of Plan Commission Decision – Gary Avenue Corridor Master Plan, 121-131 North Avenue

PURPOSE

The purpose of this memorandum is to coordinate a request before the Village Board for an appeal of the Plan Commission's recent decision to deny Duke Construction's Gary Avenue Master Plan, for the property at the northeast corner of Gary and North Avenues.

BACKGROUND

The Gary and North Avenue Corridor regulations require a property owner to receive approval of a Master Plan, showing the manner in which the parcel from which the new parcels are being created is proposed to be developed, if the property owner seeks to subdivide that property and create one or more new parcels of land that are less than five acres in size.

In early 2005, Duke Construction submitted their formal applications for Gary/North Avenue Corridor Review and a Special Use for ancillary retail sales for the now nearly complete Lighting Direct building at the northeast corner of Gary and North Avenues. At that time, Duke informed the Village that while they planned to subdivide the overall 10.5-acre property in the future to create two small retail outlots along Gary Avenue, they did not intend to go through the formal subdivision process as part of the zoning approval process for the Lighting Direct building. The stated reason for this was that Duke was concerned that it would slow the approval process for the project. Village staff strongly recommended that Duke subdivide the property at that time so that, among other considerations, proper vehicular access could be planned as part of the overall site plan for Lighting Direct. The main reason staff encouraged Duke to plan for vehicular access for the future outlots along Gary Avenue concurrent with the Lighting Direct project is because access to the proposed lots would be limited by several factors, the most significant of which is a

raised barrier median in the center of Gary Avenue that restricts access to a right-in/right-out configuration. The Plan Commission once continued Duke's requests, in part to allow Duke additional time to more fully investigate the future cross access possibilities. However, the Village could not require Duke to subdivide the property as part of the Lighting Direct project, and in an effort to be cooperative with Duke, the Village did not uphold approval of Lighting Direct's requests. As such, with the approval of the Lighting Direct site plan, the options for vehicular access for the future retail outlots along Gary Avenue were significantly reduced.

DISCUSSION

With the Lighting Direct building under construction, in June of this year Duke submitted their formal applications for rezoning, subdivision and Gary Avenue Corridor Master Plan for the two proposed 0.6-acre retail outlots along Gary Avenue. The main function of a Gary Avenue Corridor Master Plan is to properly plan for future access to properties that are proposed to be subdivided, but not immediately developed.

At their October 10, 2005, meeting, the Plan Commission recommended approval of the rezoning of the proposed outlots from I Industrial District to B-3 Service District. However, the Plan Commission continued the requests for Subdivision and Gary Avenue Corridor Master Plan to allow Duke additional time to attempt to improve the cross access possibilities across what would become four retail lots fronting Gary Avenue, including Fannie May, CarQuest, and the two new lots proposed by Duke. It is important to note that Duke has a contract in place with a Napa Auto Parts store to be developed on the property immediately to the south of CarQuest. Since CarQuest has indicated that they will not allow cross access to a competing use, and because Napa is not interested in locating their future store on the property immediately north of CarQuest, which would have provided Napa with access to a full access point on Gary Avenue, Duke concluded that nothing further could be done to improve the cross access opportunities across the four prospective outlots.

As currently planned, Duke agrees to provide cross access easements across their two proposed 0.6-acre outlots, that will be situated immediately to the north and south of the existing Car Quest property. They also agree that any future development on the two outlots will include drive aisles stubbed to the CarQuest and Fannie May property lines, so that, in the future, cross access will still be possible. Given these parameters, at their November 28, 2005, meeting, by a 5-2 vote, the Plan Commission recommended approval of the plat of subdivision. The primary reason that the Plan Commission recommended approval of the plat of subdivision is because it is recognized that with the Lighting Direct property developed as it is, few other options for the

configuration of the subdivision of the property exist. However, also by a 5-2 vote, the Plan Commission denied the Gary Avenue Master Plan. The primary reason that the Master Plan was denied was because the plan did not provide acceptable vehicular access accommodations for the future outlots.

REQUEST FOR APPEAL

Section 16-5-6(N)(5) of the Gary and North Avenue Corridor regulations provide an applicant with the right to appeal decisions of the Plan Commission to the Village Board. Duke Construction has filed such an appeal with the Planning Division, for consideration by the Village Board, of the Plan Commission's decision to deny the Master Plan.

The specific reasons for Duke Construction's appeal of the Plan Commission's decision are listed in the attached letter from Johana Vargas dated December 14, 2005. For purpose of information, below we offer an evaluation of Duke's stated reasons for the appeal.

"1. On the Staff Report to the Plan Commission/Zoning Board of Appeals for the November 28, 2005, meeting, staff recommended the following: if the Plan Commission and Village Board are ultimately inclined to approve Duke's requests, staff suggests that the following conditions be included (conditions then included). The only way for Lighting Direct to satisfy the above conditions is to develop the proposed lots as shown on the Master Plan. Therefore, the Maser Plan should have been approved."

In evaluation of Duke's first reason for the appeal, staff notes that the logic of this reason is circular in nature. In our November 28, 2005, staff report, staff stated that, "because access opportunities will be less than optimal among the four small commercial properties along Gary Avenue, and because Duke did not heed staff's repeated recommendations that vehicular access should have been carefully planned at the time of review of the Lighting Direct project, we do not find the proposed access design to be "mutually agreeable", and staff cannot support the applicant's requests for Gary Avenue Corridor Master Plan and Final Plat of Subdivision." Staff did go on to include the four suggested conditions as referenced in Ms. Vargas's December 14 letter, but these were conditions that staff recommended be included only in the event that the Plan Commission and Village Board were ultimately inclined to approve Duke's requests. Therefore, to state that the Master Plan should have been approved simply because it would satisfy the four conditions in the staff report is not an argument of substance.

"2. The proposed Master Plan is in compliance with the Village's intent to develop retail sales along the North and Gary Avenue Corridor."

Staff finds reason number two to be true. However, given the small size of the two proposed outlots, at just 0.6-acres each, it would not be possible for these properties to remain zoned I Industrial District, as the I District has a minimum required lot size of one-acre. Further, the Plan Commission denied the Master Plan on the basis of vehicular access, not use. Nonetheless, given the outlots' small size and location, a retail/commercial use is the most appropriate and probable use. As such, it is not only in the Village's interest to see the two outlots developed for retail uses, but both Duke and Lighting Direct will also realize a gain if the properties are sold and developed with retail uses.

"3. The Plan Commission approved the subdivision and rezoning; however they denied the Master Plan. The subdivision contains the cross access easements and access to each of the proposed retail lots; therefore, the Maser Plan should have been approved."

For clarification, the Plan Commission only recommended approval of the subdivision and rezoning, as the Village Board renders the final decision regarding these two requests. In review of the third reason, staff believes that Duke has missed the distinction between the function of the subdivision plat and the Gary Avenue Master Plan. The Plan Commission recommended approval of the subdivision plat mostly in recognition of the facts that 1) there are very few options regarding the manner in which the property can be subdivided, 2) that the two proposed outlots along Gary Avenue represent a logical configuration given the existing improvements on the Lighting Direct, CarQuest and Fannie May properties, and 3) that the subdivision plat was in substantial conformance with the requirements of the Subdivision Code.

The Plan Commission denied the Master Plan, however, because as a future planning tool, it does not allow for the best possible access between what are likely to become four small commercial properties fronting on Gary Avenue, nor does it provide full access to the proposed southerly outlot. According to the Zoning Code, the required Gary Avenue Master Plan shall pay particular attention to access patterns. The Plan Commission denied the Master Plan because through Duke's own actions, and in spite of the Plan Commission's earlier objections, they caused improvements on the Lighting Direct property that essentially prevented optimal cross access from being able to take place between the four future lots (CarQuest, Fannie May, and the two proposed lots). Stated another way, the submitted Master Plan, in the Plan Commission's view, was found not to comply with the standards of the Zoning Code.

"4. Per Section 16-5-6(G)(2) of the Zoning Code...particular attention shall be given to access patterns. For the staff and Plan Commission the optimal vehicular access design for the proposed outlots is to provide a cross

access easement across all properties facing Gary Avenue from the full access entrance from Lighting Direct to the north property line of the existing Fannie May facility. However, Lighting Direct does not own the CarQuest property, which is in the middle of two of the proposed retail outlots; therefore we can not provide cross access through this property. Ordinance 2005-05-23, which approved the Special Use for Lighting Direct included a condition that 'the applicant shall be required to explore all reasonable options for obtaining cross access through the CarQuest property for the future outlot parcel, demonstrate their efforts in this regard to the Village, and implement a cross access plan if at all possible'.

Per conversations with DuPage County, access to Gary Avenue for the Lot 2 (refer to the attached master plan) will be right in-right out and not a full access. Lot 3 will have indirect full access to Gary Avenue, via Lighting Direct's warehouse entrance (already permitted by DuPage).

In support of reason number four, the letter from Ms. Vargas goes on to explain the steps that Duke took in exploring all reasonable options for improving vehicular access. One fact that staff notes was omitted from Duke's letter is that Duke previously stated in writing to the Village that, "at the time of subdivision, we will have had enough time to fully review the access issue and come to some resolution that all parties can agree on." In denying Duke's proposed Master Plan, the Plan Commission determined that Duke had failed to meet the requirements of the Zoning Code, and had not produced a resolution that all parties can agree on.

RECOMMENDATION

In reviewing the applicant's stated reasons for the appeal, staff does not find much in the way of compelling arguments that would warrant Village Board approval of the appeal. However, as staff has stated in earlier Plan Commission staff reports, it must be recognized that the Village ultimately wants to encourage retail development on the two proposed outlots. Should the Village Board determine that the attached Master Plan represents the best possible arrangement with respect to access while also providing the greatest opportunity for quality future retail development, they should approve the appeal and direct staff to prepare the necessary Ordinances for the rezoning and Gary Avenue Corridor Master Plan, and the resolution for the subdivision plat.

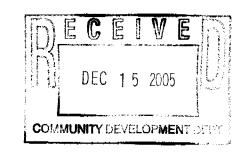
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December 14, 2005

Don Bastian Planning Division Village of Carol Stream 500 North Gary Avenue Carol Stream, Illinois 60188-1899



Re:

Request for Appeal to the Village Board for the Lighting Direct – Gary Avenue Corridor Master Plan

Plan Commission Case #05172 - Rezoning, Subdivision, Gary Avenue Corridor Master Plan Review

Dear Don:

On behalf of Lighting Direct, Duke Realty Corporation ("Duke") in accordance with section 16-5-6(N)(5) of the Zoning Code, appeals the Plan Commission denial of the Lighting Direct's Gary Avenue Corridor Master Plan for the three proposed lots at the NE corner of North and Gary Avenues (see attached master plan) ("Master Plan").

On October 10, 2005 Duke presented to the Plan Commission its request for subdivision and rezoning of two of the proposed three lots from "I-Industrial District" to "B-3 Service District" The Plan Commission approved the rezoning (in accordance with section 16-15-7 of the Zoning Code), however the request for subdivision (in accordance with section 16-15-7 of the Zoning Code) and Master Plan was placed on hold until Duke explored all options by the Plan Commission, for access to the proposed two retail outlots.

On November 28, 2005, the Plan Commission denied the approval of the Lighting Direct's proposed Master Plan; however they recommended approval of the subdivision to the Village Board.

Duke appeals the decision of the Plan Commission denying the proposed Master Plan for the following specific reasons:

- 1. On the Staff Report to the Plan Commission/Zoning Board of Appeals for the November 28, 2005 meeting, staff recommended the following:
 - "...if the Plan Commission and Village Board are ultimately inclined to approve Duke's requests, staff suggests that the following conditions be included:
 - 1. That ingress-egress easements must be provided to the benefit of all properties, including CarQuest and Fannie May;
 - 2. That access to the northerly lot must be constructed in such a way so as to accommodate traffic destined to all four commercial properties;
 - 3. Development of the new lots must be designed in such a way so as to allow for the future interconnection with the CarQuest and Fannie May lots, which would include providing a drive aisle stubbed to the common lot lines, as well as granting a construction easement in the event CarQuest or Fannie May wishes to connect to said drive aisle. The Master Plan must be revised to show the drive aisles stubbed to the property lines; and

4. Whenever either lot is developed, the developer must coordinate with the CarQuest and Fannie May owners, as appropriate, to notify them of the availability to interconnect the properties if they so wish."

The only way for Lighting Direct to satisfy the above conditions is to develop the proposed lots as shown on the Master Plan. Therefore, the Master Plan should have been approved.

- 2. The proposed Master Plan is in compliance with the Village's intent to develop retail sites along the North and Gary Avenue Corridor.
- The Plan Commission approved the subdivision and the rezoning; however they denied
 the Master Plan. The subdivision contains the cross-access easements and access to
 each of the proposed retail lots; therefore, the Master Plan should have been approved.
- 4. Per section 16-5-6 (G)(2) of the Zoning Code "...particular attention shall be given to access patterns." For the staff and Plan Commission the optimal vehicular access design for the proposed outlots is to provide a cross-access easement across all properties facing Gary Avenue from the full-access entrance from Lighting Direct to the north property line of the existing Fannie Mae facility. However, Lighting Direct does not own the Carquest property, which is in the middle of two of the proposed retail outlots; therefore we can not provide cross access through this property. Ordinance 2005-05-23, which approved the Special Use for Lighting Direct included a condition that "the applicant shall be required to explore all reasonable options for obtaining cross access through the CarQuest property for the future outlot parcel, demonstrate their efforts in this regard to the Village, and implement a cross access plan if at all possible."

Per conversations with DuPage County, access to Gary Avenue for the Lot 2 (refer to attached master plan) will be right in-right out and not a full-access. Lot 3 will have indirect full-access to Gary Avenue, via Lighting Direct's warehouse entrance (already permitted by DuPage).

Duke, on behalf of Lighting Direct explored the following reasonable options as requested by the Village Staff and the Plan Commission:

 Shared access to Lot 2 (proposed NAPA site), through the rear of the proposed retail outlot.

Lighting Direct declined this request due to their concern of mixing different vehicular uses (industrial and retail vehicles). The Village of Carol Stream agreed with Lighting Direct's decision.

2. Shared access from Carquest site (north of proposed Lot 2).

Duke approached General Parts, managing company for Carquest, twice during the subdivision process. On a letter dated August 3, 2005 (attached) by Tom Hines, Vice President of General Parts, Mr. Hines stated that they would consider shared access if their full access entrance is moved to the south of their property (to avoid traffic to proposed Lot 2 driving through their parking lot) and if there is a deed restriction that prohibits a competing use.

The existing full access entrance can not be relocated to the south, because this entrance is aligned with an entrance at the west side of Gary and both share a median cut on Gary Avenue.

If the lot is resubdivided, Lighting Direct plans to sell one of the proposed retail outlots (Lot 2) to Duke. Midwest Development has a contract with Duke for the purchase of Lot 2. The option of adding a deed restriction is not viable to Duke since Midwest Development has a contract with NAPA, a competitor to Carquest, to lease

the site. Lighting Direct should not be required to restrict the property in order to develop it.

On December 2, 2005 Duke, on behalf of Lighting Direct, approached General Parts again, to request the cross access easement through the Carquest property and offer them monetary compensation. Their response was the following: "... General Parts will not consider granting an easement unless the conditions as stated in their August 3, 2005 are achieved, including the requirement for an in perpetuity deed restriction prohibiting competitive use."

As we mentioned above these conditions are not feasible.

3. Village requests the addition of a vehicular cross-access easement through the Lot 2 and Lot 3, which aligns with the Carquest drive aisle. Village understands that we have no control over the shared access easement through Carquest, which will be needed to make this plan work.

Lighting Direct granted the easement through Lot 2 and Lot 3 per the revised subdivision plat. However, this cross access easement is dependent on the future easement grant from Carquest Site.

4. Swapping land parcels: instead of Lot 2 being develop for a NAPA store, use Lot 3 which has no direct access to Gary, but does have full-access to Lighting Direct's entrance.

Duke, Lighting Direct and Midwest Development analyzed this option, however NAPA prefers direct, right-in, right-out access over indirect full-access. In addition, Lighting Direct preferred to retain Lot 3 instead of Lot 2. Midwest in under contract for Lot 2, and if they cannot build on Lot 2, NAPA intends to build in another already identified location, located outside Carol Stream.

5. Duke to remarket the property for a use that would not be a direct competitor to Carquest.

Duke has marketed this proposed retail outlot for over five years, and had not received any interest other than from Midwest Development. Even if we remarket the property and find a non-competitor user to Carquest, we do not know if Carquest will be willing to agree to shared-access through their entrance on the existing location and at what terms.

It is Duke, Lighting Direct, and Midwest Development's intention to work with the Village to develop these proposed lots for retail use. Because of all of the above, Duke, on behalf of Lighting Direct, request that the Village Board reverse the decision of the Plan Commission denying the Master Plan, and therefore, approve the Master Plan.

Sincerely,

Duke Realty Corporation By: Johana Vargas, P.E.

Development Services Manager

Enclosures

cc: Richard Chen, Ann Dee, Andy James, Dave Kross, Jamie Bonnevier



December 8, 2005

Mr. Andrew James Duke Realty L.P. 4225 Naperville Road Suite 150 Lisle, IL 60532

Re: Lighting Direct Resubdivision and Rezoning

Site adjacent to CARQUEST; Gary Avenue, Carol Stream, IL

Dear Mr. James:

This letter is a follow up to our phone conversation on December 2, 2005, in which you requested a cross access easement through our property that would allow traffic from your adjacent parcels (north and south of CARQUEST). This cross access easement would enable the south parcel to have full access through our property.

We understand that Duke is willing to attempt to reach some sort of monetary agreement that would compensate us for this easement on our property. However, General Parts will not consider granting this easement unless the conditions as stated in our letter of August 3, 2005 are achieved, including the requirement for an in perpetuity deed restriction prohibiting a competitive use.

Should such a request be made at some subsequent date, we would be willing to review the cross access easement again, but at this time, the conditions expressed in our August letter remain as our minimal requirements.

Should you wish to discuss it further, please call me.

Signarely

Thomas B. Hines Vice President

Anchorage Asheville Bangor Baton Rouge Bay City Billings Buffalo Chicago Cleveland Columbia Denver Des Moines Indianapolis Jackson Kansas Cltv Lansina Lexington Marshfield Memphis Minneapolis Montgomery Nashville Ocala Phoenix Portland Rateigh Sait Lake City Seattle St. Louis Winchester

CARQUEST

DISTRIBUTION CENTERS:

Albuquerque

Canadian Locations: Montreal Toronto Saint John



919/573-3000

August 3, 2005

VIA FedEX and Email

Mr. Andrew James Duke Realty L.P. 4225 Naperville Road Suite 150 Lisle, IL 60532

RE: Site adjacent to CARQUEST; Gary Ave, Carol Stream, IL

Dear Mr. James:

Thank you for your letter of July 19, 2005 in which you requested a cross-easement through our property that would allow traffic from your adjacent parcel to gain full access to Gary Avenue.

We have reviewed the proposed site plan and easement, and we regret that we are unable to cooperate with this request as it was submitted. We feel that it would have material negative impact on our site, and result in a significant decrease in the efficiency of our business.

In an effort to attempt a positive response, however, I would offer that we would consider a solution that moved our Northern full access to Gary Avenue to a shared point of full access on the shared lot line at the South end of our lot – half of the access on your lot, and half on our lot.

Obviously, since we are satisfied with our current situation, we would want this proposal contingent upon at least the following provisions:

- a) We would want the right to approve the design of the new access. Obviously, we would want the new access to provide both right and left ingress/egress.
- b) We would expect you to gain the approval of all of the local regulatory authorities. We would cooperate with the effort, but not play a role in gaining the required approvals.
- c) We would not be willing to incur any cost in the planning, design, approval, or construction of the approved improvements. We would share equally in the maintenance requirements of the cross-easement agreement that would result.
- d) We would want a Deed restriction on your lot that would prohibit certain uses, including a competing use.

I hope that this letter is sufficient response at this point. Should you wish to discuss it further, please call me.

Sincerely yours,

Thomas B. Hines Vice President

Baton Rouge Boy City Billings Buffalo Chicago Cleveland Columbia Denver Des Moines Indianagais Jackson Kansas City Lansing Lexington Marshfield Memphis Minneapois Montgomery Northville Ocaia Phoent

CARQUEST DISTRIBUTION

Albuquerque

Anchorage

Asheville

Bangor

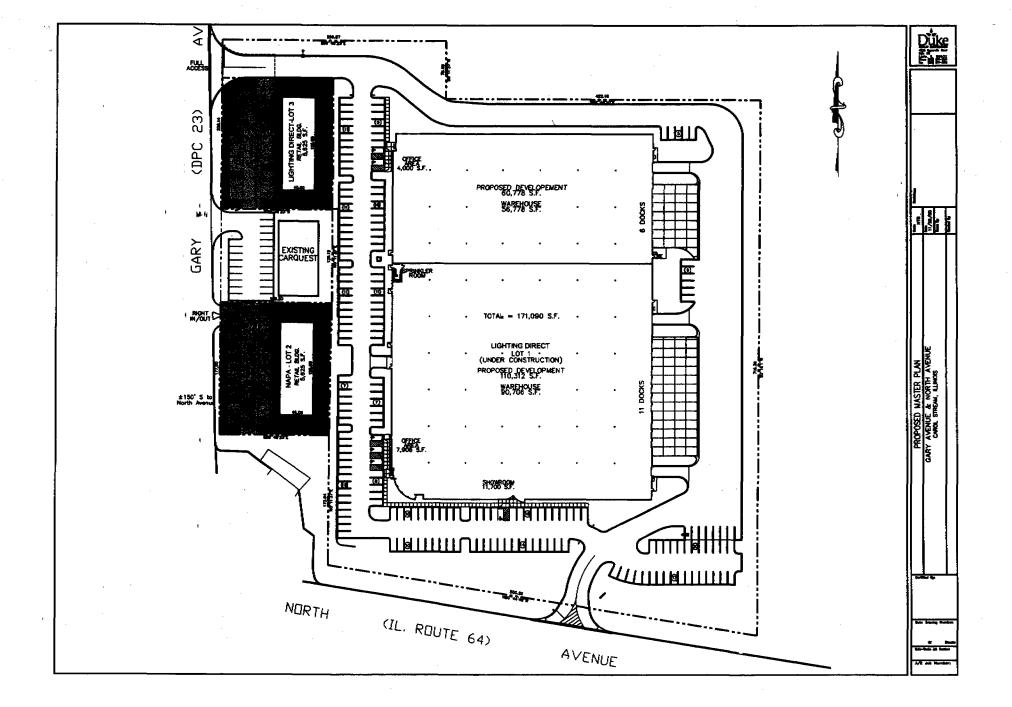
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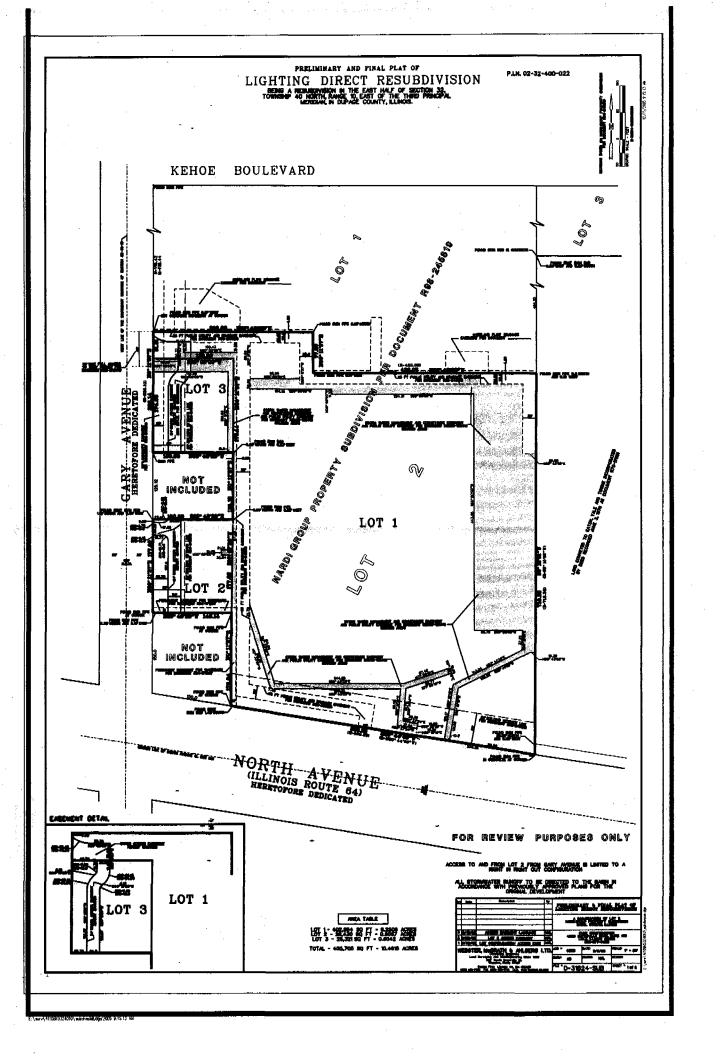
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FOR REVIEW PURPOSES ONLY

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AGENDA ITEM

1-2 12-19-05

Uillage of Carol Stream

INTER-DEPARTMENTAL MEMO

TO:

Board of Trustees

FROM:

Ross Ferraro, Mayor

DATE:

December 15, 2005

RE:

Village Treasurer

State statute and the Village Code of Ordinances require a Village Treasurer. Since the early 1990's the Finance Director has acted as Village Treasurer. To increase resident involvement in the community I am recommending the appointment of Anthony Dean Manzzullo, 261 Carson Court as Village Treasurer. Attached you will find Mr. Manzzullo's application and resume. This recommendation is in no way a reflection upon the Finance Director, his performance as Treasurer, or an expression of concern about the Village's finances.

Compensation for the position of Village Treasurer was previously \$250.00 per year. Village staff is investigating current Treasurer's compensation in other communities and will have information for your consideration at the December 19th meeting. A decision on compensation should be made at the time of appointment.

As required in the Village Code I am requesting your consent on the appointment of Anthony Dean Manzzullo as Village Treasurer.

Attachments

Cc: Anthony Dean Manzzullo, 261 Carson Court

ARTICLE 2: VILLAGE TREASURER

Section

2-2-1 Office established, appointment and term of office 2-2-2 Qualifications 2-2-3 Oath of office 2-2-4 Bond 2-2-5 Compensation 2-2-6 General duties 2-2-7 Deposit of funds; private use of funds 2-2-8 Records 2-2-9 Accounting 2-2-10 Special assessment funds 2-2-11 Warrants and transfer of funds 2-2-12 Report of funds 2-2-13 Annual report of treasurer 2-2-14 Additional duties

§ 2-2-1 OFFICE ESTABLISHED, APPOINTMENT AND TERM OF OFFICE.

There is hereby established the office of Village Treasurer, who shall be appointed by the Village President, with the advice and consent of the Board of Trustees. The Village Treasurer shall serve an indefinite term which shall not be longer than that of the appointing authority, and shall immediately relinquish the office and its records to such person as may be named by the Village President as the Village Treasurer's successor.

§ 2-2-2 QUALIFICATIONS.

No person shall be eligible to hold the office of Village Treasurer unless he or she is a qualified elector of the village and has resided therein at least one year next preceding his or her appointment, and who is not a defaulter to the village. The Village Treasurer shall hold no other village office during his or her term as Treasurer.

§ 2-2-3 OATH OF OFFICE.

Before entering upon the duties of his or her office, the Village Treasurer shall take and subscribe the oath of office as prescribed by statute. This oath, so subscribed, shall be filed in the office of the Village Clerk.

§ 2-2-4 BOND.

- (A) The Village Treasurer shall give a bond, before entering upon the duties of the office, in the sum required by the Board of Trustees, but the amount shall not be less than that required by statute. This bond shall be conditioned upon the faithful performance of the Village Treasurer's duties and shall be conditioned to indemnify the village for any loss by reason of any neglect of duty or any act of the Treasurer.
- (B) Such bond shall be approved by the corporate authorities and filed with the Village Clerk. The premium of such bond shall be paid by the village.

§ 2-2-5 COMPENSATION.

The Village Treasurer shall receive such compensation as may, from time to time, be prescribed.

§ 2-2-6 GENERAL DUTIES.

The Village Treasurer shall receive all money collected by other officers or employees. The Treasurer shall pay out money only on vouchers or orders properly signed by the Village President and Village Clerk.

§ 2-2-7 DEPOSIT OF FUNDS; PRIVATE USE OF FUNDS.

The Village Treasurer shall deposit the village funds in such depositaries as may be selected from time to time by ordinance, by the corporate authorities and in accordance with statutes. The Treasurer shall keep the deposit of the village money separate and distinct from the Treasurer's own money, and shall not make private or personal use of any village money.

§ 2-2-8 RECORDS.

The Village Treasurer shall keep records showing all money received, showing the source from which it is received and the purpose for which it is paid, and the Treasurer shall keep records at all times showing the financial status of the village.

§ 2-2-9 ACCOUNTING.

The Village Treasurer shall keep such books and accounts and in such manner as required by statute or ordinance.

§ 2-2-10 SPECIAL ASSESSMENT FUNDS.

(A) All moneys received on any special assessment shall be held by the Village Treasurer in special funds, one for each assessment, to be applied only to the payment of the improvement, or bonds and vouchers issued therefor, together with interest thereon, for which the assessment was made, and such money shall be used for no other purpose, unless to reimburse the village for money expended for

such improvement.

(B) Payment on bonds or vouchers shall be made in accordance with statutes, and the Village Treasurer shall keep books and accounts in such a manner that proper prorations in payments of principal and interest can be made and ascertained.

§ 2-2-11 WARRANTS AND TRANSFER OF FUNDS.

All warrants drawn on the Village Treasurer must be signed by the Village President and countersigned by the Village Clerk, stating the particular fund or appropriation to which the same is chargeable, and the person to whom payable; and no money shall be otherwise paid except as may be provided by statute. Money shall not be transferred by the Village Treasurer from one fund to another after it has been received by the Treasurer, nor appropriated to any purpose other than that for which it has been collected or paid, except as may be ordered by the President and Board of Trustees in the manner and form prescribed by statute.

§ 2-2-12 REPORT OF FUNDS.

The Village Treasurer or the Finance Director shall render an account under oath to the Village Board, monthly, showing the state of the treasury at the date of the account and the balance of the money in the treasury. There shall accompany such account a statement of all moneys received into the treasury and on what account, together with all warrants, bonds, vouchers, redeemed and paid by the village.

§ 2-2-13 ANNUAL REPORT OF TREASURER.

The Village Treasurer, prior to the first day of September of each year, shall prepare and file with the Village Clerk an account of all moneys received and expenditures incurred during the preceding fiscal year as prescribed by statute. A copy of the annual account of the Treasurer shall also be filed with the County Collector of Taxes who collects taxes levied by the village, together with an affidavit of the Village Clerk certifying its publication as required by law and its correctness.

Cross-reference:

Publication of report by Clerk, see § 1-6-14

§ 2-2-14 ADDITIONAL DUTIES.

In addition to the duties herein provided, the Village Treasurer shall perform such other duties and functions as may be required by statute or ordinance.

Anthony Dean Manzzullo 261 Carson Court Carol Stream, IL 60188

Phone: (630) 690-7091

E-Mail: admanz@peoplepc.com

December 12, 2005

Mr. Joseph E. Breinig, Village Manager 500 N. Gary Avenue Carol Stream, IL 60188

Dear Mr. Breinig:

I have enclosed the application for the Treasurer position with the Village of Carol Stream along with a current copy of my resume.

I am looking forward to meeting you and please let me know if I can be of further assistance.

Very truly yours

Anthony Dean Manzzullo

Village of Carol Stream APPLICATION FOR POSITION OF TREASURER

)ATE: Dece	ember 12, 2005
NAME: Ant	thony Dean Manzzullo
DDRESS:	261 Carson Court
PHON	NE: 630-690-7091 WORK PHONE: 630-407-595 AGE: 37
	(All applicants must be 18 years of age)
io. of ye	ARS RESIDING IN CAROL STREAM: since 1994 - 11 years
	ate Statute requires that anyone appointed to a position within must reside in the community for at least one year).
EMPL	OYER: DuPage County Treasurer
JOB 1	ritle: Deputy Treasurer
BELIEVE	THAT I CAN BE OF ASSISTANCE TO MY COMMUNITY
I'm no	ot afraid of getting involved to better my community.
I have s	served on various boards including condominum boards and,
currentl	ly, the DuPage County Employees Credit Union Board.
I am cur	crently involved with Cub Scout Pack #196 and school
	ies for district #93 at Western Trails School. I look
foward t	to my future involvement with the Village of Carol Stream.
Our fam:	ily is also active with St. Lukes Church here in Carol Str
	$\alpha \sim 10^{-1}$

SIGNATURE OF APPLICANT Anthony Dean Manzzullo 261 Carson Court Carol Stream, IL 60188

Anthony Dean Manzzullo 261 Carson Court Carol Stream, IL 60188

Phone: (630) 690-7091 E-Mail: admanz@peoplepc.com

Resume

Deputy Treasurer

DuPage County Treasurer's Office 421 N. County Farm Road Wheaton, IL 60187

Under Treasurer John Lotus Novak's direction, I have been with the Treasurer's office since 1990, serving the last four years as Deputy Treasurer. A Deputy Treasurer supervises staff, enforces office policy, and performs the necessary daily functions of the Treasurer's office.

The office is responsible for collecting and distributing property taxes to all the taxing districts. The Treasurer is also accountable for all of DuPage County's departmental revenues and expenditures. I am involved in maintaining an investment strategy for meeting the County's daily cash needs as well as maximizing the return for every invested dollar.

Previous positions held within the Treasurer's office were Accounting Supervisor and Accountant. I also have experience with the many grant programs within the County and assist with the annual budgets and audits as well. My function as Deputy Treasurer includes extensive interaction with the Finance Department for accounting, reporting and future planning issues also.

Accounts Payable Supervisor

Coldwell Banker Midwest Sector Accounting (1987-1990)

Education

North Central College - Bachelor of Arts in Accounting (2006) with Honors.

College of DuPage – Associate Degrees Applied Science Accounting & General Studies (Three certificates – Accounting) I graduated in 2000 with Honors.

Addison Trail High School - Class of 1986

Family

I am married to Diana for 13 years with two sons, Michael 8, and Vincent 5.

Village of Carol Stream Interdepartmental Memo

TO: Mayor and Trustees

FROM: Joseph E. Breinig, Village Manager

DATE: December 14, 2005

RE: Parking – Commerce Drive

Earlier this year Robert Kleckner, President/Owner of AFI Industries, 475 East Kehoe contacted the Village with concerns about trucks parked for extended periods of time on Commerce Drive. The attached map shows the area. A copy of Mr. Kleckner's e-mail from May 26, 2005 outlining his concerns has also been attached.

At the time the matter was referred to the Police Department. The attached report provides their findings. The vehicles were investigated and determined not to be in violation. There are currently no parking restrictions on Commerce Drive.

One of Mr. Kleckner's concerns relates to overnight parking on street. The Village has a general rule prohibiting parking on any street between the hours of 2:00 a.m. and 5 a.m. on any day. This restriction has been liberally enforced in industrial parks. Businesses routinely have delivery vehicles arrive and park overnight waiting for the start of the business day. This accommodation has been good for the local business community and has not caused a problem or resulted in a complaint until now. Strict proactive enforcement of the parking restriction will likely have an adverse affect upon the business community. Staff believes enforcement as legitimate problems arise is appropriate.

On Friday, December 9, 2005 Mr. Kleckner again contacted the Village with concerns about trucks parked on Commerce. That morning Chief Willing and I immediately investigated the matter. Two moving vans were parked on the street. One had snow accumulated on the cab from the snowfall the evening before. We went to McCollister directly across the street on Kehoe from AFI. The manager indicated that he would attempt to address the matter, and added that the truck with snow on it was independently owned and was not controlled by McCollister. The manager advised that he had posted a notice advising their employees of the overnight parking prohibition and added that the overnight parking came from independent truckers he had no control over. The manager was successful in ultimately getting the snow-covered vehicle removed. Chief Willing and I spoke with the truck's owner and he advised that he had parked the truck there because he did not have another choice. We advised that was unacceptable and could result in being towed. McCollister has advised that they have sufficient space to store their trucks on site at either their Fullerton or Kehoe locations. Their vehicles utilize Commerce temporarily for staging

as any of a number of businesses can and do in any of our industrial parks. To date, McCollister has been very cooperative.

On Wednesday, December 14, 2005 an e-mail from Mr. Kleckner advised that a truck was parked on Commerce for three days. Upon investigation it was learned that the truck belonged to an independent owner. McCollister again attempted to contact the owner. The McCollister manager indicated that the truc was removed for most of the day of Tuesday. Attached you will find photographs of the conditions on Commerce on December 14. The truck mentioned in Mr. Kleckner's e-mail is the one mid-block. Our investigation did not reveal the visibility or safety problems raised by Mr. Kleckner.

Mr. Kleckner has suggested parking restrictions or prohibition on Commerce Drive. Letters were sent in an effort to determine the impact these regulations would have upon Commerce Drive businesses. Staff is awaiting their responses and recommends deferring any action until responses are received.

Staff finds Mr. Kleckner's concerns break down into two issues:

- 1. Parking of vehicles on street at any time of day.
- 2. Overnight parking.

As indicated, we are attempting to obtain information on any impact parking restrictions will have on other Commerce businesses. Any new parking restrictions will need to be uniformly applied. The overnight parking problem seems to be caused by out-of-town owner/operators beyond McCollister's control. Knowing this, enforcement can be pursued, but it is important to note that parking tickets may have limited impact upon an out-of-state trucker. This problem seems to require a solution beyond signs limiting parking. These truckers will likely find another nearby location without parking restrictions. The Police Department has begun ticketing these vehicles for overnight parking, but it will take some time to determine the effect. It should be noted that a vehicle could get a ticket for overnight parking and be legally parked in the same location during the day.

Mr. Kleckner has requested the opportunity to address the Village Board at the December 19 meeting. This matter has been placed upon the agenda to allow a discussion of parking restrictions on Commerce Drive.

Attachments



Joe Breinig

From:

Bob Mellor

Sent:

Friday, December 09, 2005 11:31 AM

To:

Joe Breinig

Subject: FW: CAROL STREAM- COMMERCE DRIVE TRUCK PARKING

----Original Message----

From: Robert Kleckner, Jr. [mailto:rkleckner@afiindustries.com]

Sent: Friday, December 09, 2005 11:22 AM

Subject: CAROL STREAM- COMMERCE DRIVE TRUCK PARKING

Rick Willing / Tom Shanahan:

Thank you for taking my call today about the abuse of truck parking on Commerce Drive.

This problem is a **SAFETY ISSUE** with our employees, vendors and delivery drivers. Our concern of safety is even greater due to the snow and cold weather environment.

The truck that has been parked on Commerce Drive in front of our building <u>for over 31 days</u> has Missouri Plates # 51-61.

Our email from May outlining truck parking concerns on Commerce drive is below.

Robert Kleckner

AFI Industries, Inc.

475 East Kehoe

Carol Stream, Il 60188-1850

630.462.0400

----- On 5/26/2005 8:35 AM, rkleckner@affindustries.com wrote:

May 26, 2005

Village of Carol Stream

500 North Gary Avenue

Carol Stream , IL 60188-1899

Dear Mayor Ross Ferraro,

I am writing because of our concerns about trucks abusing Commerce Drive as a "truck stop/rest area", disrupting traffic, blocking entrances to business and creating environmental issues for Carol Stream.

Our concerns are focused upon the following facts:

- 1. Trucks are using Commerce Drive as a 24 hour "truck stop/rest area".
- 2. Drivers are sleeping in the trucks parked on the side of the road for sometimes days at a time, living out of the trucks with animals, letting the animals roam on private property around Commerce Drive
- 3. Trucks are dropping trailers on the side of the street seven days a week. This is a **SAFETY ISSUE**. The dropped trailers are blocking views of trucks doing business in buildings on Commerce Drive and Kehoe.
- 4. Parked trucks are blocking businesses making it difficult to send and receive goods and disrupting everyday business on Commerce Drive.
- 5. Parked trucks are creating a problem with leasing space in building on Commerce Drive, it is difficult to lease space with trucks parked on the street 24 hours a day with drivers living out of the vehicles.

Respectfully,

Robert Kleckner

President/Owner

475 East Kehoe

Carol Stream, II 60188-1850

USA

Cell: 630.215.6291 Main: 630.462.0400 Fax: 630.462.9516 cc: Mayor, Ross Ferraro Trustee, Pamela Fenner Trustee, Matt McCarthy Trustee, Rick Gieser Trustee, Frank Saverino

Trustee, Tom Shanahan Trustee, Meldon "Skip" Stubbs Village Clerk, Janice Koester

Joseph E. Breinig, Village Manager Sergeant John Glos, Carol Stream Police Department

Joe Breinig

From: Rick Willing

Sent: Wednesday, December 14, 2005 9:54 AM

To: Joe Breinig

Subject: FW: Parking complaints on Commerce

----Original Message-----From: Lourdes Estrada

Sent: Sunday, May 29, 2005 6:37 AM

To: Jeff Degnan **Cc:** Rick Willing

Subject: Parking complaints on Commerce

I have started a CPOP project on this complaint from AFI. For information, here is what I have done to-date and what I plan to do:

I called the President of AFI and told him I would be following up on his complaint. I told him that I would be monitoring the area on a daily basis and would get back to him on my findings in 2 weeks.

I drove out to commerce and checked the area. AFI is the only business that has docks that are immediately accessible from the street. Because of the placement of fire hydrants and driveways on the west side of the street, there is only one dock that would be difficult to access by semi's making deliveries, however due to size of the dock doors, it is aparent that this dock IS NOT A DOCK FOR SEMIS. It is a dock for smaller trucks, and even if there were trucks parked the entire length of the west side of the street, smaller trucks would have easy access to this dock. It is apparent that the position of the fire hydrants and driveways were designed so that there is always easy access to the dock areas on the east side of the street.

I made out a sheet where I am writing down the plate numbers of trucks parked on commerce, whether or not they are legally parked, and if any citations were issued. This was done mainly for the purpose of providing the President of AFI proof that we have monitored the situation and that there are no violations.

On 5/28 I was out there at 0800 hrs. There were 4 semis parked on the west side of the street. 3 of those were occupied. I spoke to the drivers occupying them and asked them why they were out there. The drivers all stated that they were waiting for a dock to become available at McCollister in order to make their pick-ups. I asked them how long they planned to wait there and they said no more than 3 hours. I also asked the drivers if there were any times that they actually slept out there. The drivers stated that at times they do arrive at 2-3 am. to avoid traffic and then park on commerce to wait for McCollister to open in order to pick up their loads. They stated that they are never there 24 hours as alleged by the president of AFI. All trucks parked on Commerce were there for McCollister. I checked at 2:00 p.m. and found that all the trucks had been removed. The trucks cannot park on Kehoe to wait to get into McCollister due to no parking being allowed on both sides of Kehoe.

When I was speaking to the drivers I asked them how long they kept their trucks running. The drivers stated that they do not keep the trucks running because of the cost of fuel. They have auxiliary generators for air conditioning/heat. So it appears that the complaint of fumes getting into the ventilation system of AFI is also unfounded.

Community Development has provided me with information on how to write trailers that have been left on the street, although I have not seen any to-date.

Initially, it appears that since I have been monitoring the area the Complaints are unfounded. The President of AFI states that the problems are worse on the weekend, and since I have been working this weekend, I have not found that to be true. However, I am keeping a log to provide to him, so that he sees that the matter was looked into and that there are no violations out there.

thanks.

Joe Breinig

From:

Rick Willing

Sent:

Wednesday, December 14, 2005 9:56 AM

To: Subject: Joe Breinig Follow Up Memo

Village of Carol Stream
Interdepartmental Memo

To:

Sgt. Degnan

cc: Chief Willing

From:

L. Estrada, #93

Date:

6/26/05

Re:

Commerce Parking Project

Per my previous memo, I have continued to monitor the parking situation on Commerce. I also sent out messages to the night CST's asking that they advise if they saw any violations, particularly on the days that I was off. The following are the results of 1 month of monitoring the parking on Commerce:

1. With regards to the Trucks Running and releasing exhaust fumes that are detrimental to other businesses in the area:

Only on one occasion on a Sunday did I see a vehicle running. It was occupied by a truck driver and a passenger. Although the truck was running to provide air conditioning, the engine was not running. The driver informed me that they have auxiliary generators for that purpose so that they do not consume fuel while running the AC.

2. With regards to Animals being kept in the trucks and then let out, leaving behind dog defacation, etc:

On 6/25/05 I observed two trucks parked on Commerce. I also observed a male white walking a small Chihuahua. I walked up to him and asked him if he was a driver for one of the parked trucks. He stated that he was. I asked him if the dog had its rabies shots and he showed me the dog's collar that had his rabies tags attached. The driver was also carrying a plastic bag with dog poop. No action was taken since the truck was legally parked, the dog had its shots and the truck driver had picked up after it had pooped. This was the only time that I observed an animal in the one month that I have been monitoring the parking situation.

3. With regards to the trucks blocking the AFI docks:

During the past month I have not observed EVEN ONCE any trucks parked on commerce in such a way that they block the docks for AFI. It is evident that the street was designed to prevent exactly that from occurring. The only dock that is in question is the far south dock, which if it were meant for semi's might be blocked by trucks parked across the street. However this is a small dock the size of an average garage, which is clearly not intended for semitrailer use.

4. With regards to the issue of Mission being used as a truck stop by trucks having no business in Carol Stream:

During the past month all trucks that I have observed on Mission, had business in Carol Stream.

5. With regards to trucks leaving trailers on the street overnight:

The first time I observed this, the trailer belonged to McCollister. I went over to McCollister and spoke to the Operations Manager. I advised him that it was against Village Ordinance to leave a trailer on the street without a motor vehicle attached to it. I told him what the fines were and he offered to remove the trailer right away. He assured me that he would make sure that this situation would never occur again.

On Friday, June 24th while I was checking on the parking situation, the AFI Business Owner approached me. He stated that he was very unhappy with the parking situation. I advised him that I had been monitoring the area for one month. I advised him that I had not observed any violations to date and that the trucks that had been out there were legally parked. I told him the only violations we could write citations for are: Parking withing 30 ft of a stop sign, parking within 15 feet of a fire hydrant and the trailers, which were never an issue after my conversation with McCollister. He then went on to tell me that there was prostitution going on in the trucks and that he had personally chased prostitutes away from the street and his parking docks. I told him that he needed to call the police when things like that happened, but that at this point, after observing the situation for one month, I had not observed any of the complaints he presented with the exception of the trailer, which never became an issue again.

Chief Rick Willing

Carol Stream Police Department
500 N. Gary Avenue
Carol Stream, IL 60188
630-871-6212
630-871-6310 (fax)

Joe Breinig

From: Robert Kleckner, Jr. [rkleckner@afiindustries.com]

Sent: Wednesday, December 14, 2005 8:04 AM

To: Joe Breinig; Rick Willing; Tom Shanahan

Cc: Police Department Email Account

Subject: Truck Parking

We are still receiving complaints from our vendors, delivery drivers and employees about the trucks obscuring visibility on Commerce Drive and creating a safety hazard. The dangers are compounded when the weather turns icy.

A truck with Tennessee plates # 48003HY is parked on Commerce now and has not left for the past 3 days. The truck is easy to spot, it has a lighted 'cross' in its front grill.

Robert Kleckner AFI Industries, Inc. 475 East Kehoe Carol Stream, Il 60188-1850 USA

Main: 630.462.0400 Cell: 312.315.0903 Fax: 630.462.9516 www.afiindustries.com

---- On 12/9/2005 1:47 PM, rkleckner@afiindustries.com wrote: Yes, Please add us to the agenda.

Robert Kleckner AFI Industries, Inc. 475 East Kehoe Carol Stream, Il 60188-1850 USA

Main: 630.462.0400 Cell: 312.315.0903 Fax: 630.462.9516 www.afiindustries.com

---- On 12/9/2005 1:26 PM, Joe Breinig <jbreinig@carolstream.org> wrote:

Mr. Kleckner,

Your recent email has been forwarded to me. Would you still like to be

on the agenda for the December 19 meeting? Thank you.

Joe Breinig Village Manager







Village of Carol Stream INTER-DEPARTMENTAL MEMO

TO: Mayor and Trustees

RM

FROM: Robert Mellor, Assistant Village Manager

DATE: December 16, 2005

RE: Village Manager Employment Agreement

One of the items on your agenda for Monday night's Board meeting is the employment agreement for the Village Manager. The current employment agreement for the Village Manager is set to expire on December 31, 2005. The Village Attorney was directed to prepare an updated agreement for the Village Board's consideration at your December 19, 2005 meeting. We have yet to receive the agreement from the Village Attorney but expect to have it for you on Monday night.

Cc: Joseph E. Breinig, Village Manager

BRC/ISD FINANCIAL SYSTEM 12/16/2005 08:37:19 Schedule of Bills VILLAGE OF CAROL STREAM GL540R-V06.70 PAGE 1

VENDOR NAME					
DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO# F/P ID LINE
A BEEP LLC		,			
EOC FD 3 DCERN upgrad	250.00	MAINTENANCE & REPAIR	01.456.244	18166	596 00036
EQC FD 3 DCERN upgrad	45.00	MAINTENANCE & REPAIR	01.456.244	18166	596 00037
	295.00	*VENDOR TOTAL			
A TO Z ALL PURPOSE REN					
Tent removal&storage	9,975.00	MAINTENANCE & REPAIR	01.468.244	11977	460503 596 00006
ACCURATE OFFICE SUPPLY					
Credit	69.83CR	OFFICE SUPPLIES	01.466.314	869540	596 00043
ACCURATE OFFICE SUPPLY C					
Index cards	111.08	OFFICE SUPPLIES	01.466.314	869523	596 00042
2006 files	151.50	OFFICE SUPPLIES	01.466.314	870109	596 00044
	262.58	*VENDOR TOTAL			
ADVOCATE OCCUPATIONAL					
POST OFFR EXAMS NOV05	971.00	PERSONNEL HIRING	01.451.228	218385	459133 P 590 00022
AIRGAS SAFETY LYONS					
28" traffic cones	489.60	STREET SIGNS	06.432.344	S8201641001	596 00144
clips for gas detecto	23.43	OPERATING SUPPLIES	04.420.317	\$8782996001	596 00145
	513.03	*VENDOR TOTAL			
AMER FIRST AID SERVICES					
1st aid supplies - PW	131.59	OPERATING SUPPLIES	01.467.317	538798	596 00070
AMERICAN 00121419416981					
GFÓA Jan 06	93.40	MEETINGS	01,461,222	1214194169	596 00001
AMERICAN ADMINISTRATIVE					
FLEX SPEND ADMIN 11/18	187.05	EMPLOYEE SERVICES	01.459.273	5117	590 00026
AMERICAN PLUS INC					
gloves	63.28	OPERATING SUPPLIES	04,420,317	26210	596 00200
•					

BRC/ISD FINANCIAL SYSTEM

VILLAGE OF CAROL STREAM GL540R-V06.70 PAGE 2 Schedule of Bills 12/16/2005 08:37:19

VENDOR NAME DESCRIPTION	амоџит	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE PO	D# F/P ID LINE
AMOÇO OTL 09632571					505 00004
Gasoline	37.87	AUTO GAS & OIL	01.466.313	82610012	596 00024
AMPERACE ELECTRICL					
Amp fuses	339.00	OPERATING SUPPLIES	01.467.317	0181390	596 00214
ARAMARK UNIFORM #701					
uniforms cleaned	10.35	UNIFORM CLEANING	01.467.267	4989920	596 00054
uniforms cleaned	21.19	UNIFORM CLEANING	01.468.267	4989920	596 00056
uniforms cleaned	52.13	UNIFORM CLEANING	01.469.267	4989920	596 00057
uniforms cleaned	6.88	UNIFORM CLEANING	04.420.267	4989920	596 00058
uniforms cleaned	10.35	UNIFORM CLEANING	01.467.267	4997721	596 00059
uniforms cleaned	21.19	UNIFORM CLEANING	01.468.267	4997721	596 00061
uniforms cleaned	52.13	UNIFORM CLEANING	01.469.267	4997721	596 00062
uniforms cleaned	6.88	UNIFORM CLEANING	04.420.267	4997721	\$96 00063
uniforms cleaned	10.35	UNIFORM CLEANING	01.467.267	5005494	596 00064
uniforms cleaned	21.19	UNIFORM CLEANING	01.468.267	5005494	596 00066
uniforms cleaned	52.13	UNIFORM CLEANING	01.469.267	5005494	596 00067
uniforms cleaned	6.88	UNIFORM CLEANING	04.420.267	5005494	596 00068
uniforms cleaned	10.35	UNIFORM CLEANING	01.467.267	5013262	596 00074
uniforms cleaned	21.19	UNIFORM CLEANING	01.468.267	5013262	596 00076
uniforms cleaned	52.13	UNIFORM CLEANING	01.469.267	5013262	596 00077
uniforms cleaned	6.88	UNIFORM CLEANING	04.420.267	5013262	596 00078
	362.20	*VENDOR TOTAL			
ARAMARK UNIFORM SERVICES					
Towels	43.29	MAINTENANCE SUPPLIES	01.467.319	4989920	596 00055
Towels	43.29	MAINTENANÇE SUPPLIËS	01.467.319	4997721	596 00060
towels	43.29	MAINTENANCE SUPPLIES	01.467.319	5005494	596 00065
towels	43.29	MAINTENANCE SUPPLIES	01.467.319	5013262	596 00075
	173.16	*VENDOR TOTAL			
ASCE-RESTON VA					
Streicher dues 2006	140.00	DUES & SUBSCRIPTIONS	01.462.234	4196290	596 00315

BRC/ISD FINANCIAL SYSTEM 12/16/2005 08:37:19 Schedule of Bills VILLAGE OF CAROL STREAM GL540R-V06.70 PAGE 3

VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO# F/P ID LINE
ATA AIR 36612831531522 Airfare-Deacon	270.90	TRAINING	01.466.223	SU21H9SW	596 00233
B & F TECHNICAL CODE SER PLUMB INSP-NOV 16-30	960.00	CONSULTANT	01.464.253	22764	463194 P 590 00020
B & H INDUSTRIES #1					
Copier Mtr chrg-Oct	\$2,40	OPERATING SUPPLIES	01.462.317	665698	596 00316
Copier Mtr chrg-Nov	17.70	OPERATING SUPPLIES	01.462.317	670825	596 00317
	70.10	*VENDOR TOTAL			
BARN OWL FEED & GARD					
propane	19.68	AUTO GAS & OIL	01.467.313	071170	596 00135
BASIC IRRIGATION SERVICE					
REMOVE AERATORS	1,000.00	PROPERTY MAINTENANCE	01.467.272	10135	590 00024
BATTERIËS PLUS					
batteries	82.32	OPERATING SUPPLIES	01.467.317	296103952	596 00134
BATTERY SERVICE CORP					
battery for #543	65.47	PARTS PURCHASED	01.469.354	145921	596 00290
4 batteries	261.88	PARTS PURCHASED	01.469.354	146188	596 00303
	327.35	*VENDOR TOTAL			
BEST WESTERN UNIV PLAZ					
Lodg, Trng-White	539.15	TRAINING	01.466.223	11/16-11/11	596 00026
Lodg, Trng-White	539,15	TRAINING	01,466.223	285183	596 00014
Trng Lodg-White	539.15	TRAINING	01.466.223	285938	596 00018
Trng & Lodg-White	539.15	TRAINING	01.466.223	286394	596 00020
	2,156.60	*VENDOR TOTAL			
BOB RIDINGS FORD					
2006 DODGE GRND CARAVAN	19,380.00	VEHICLES	01.466.415	F4969	466479 P 590 00091

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VILLAGE OF CAROL STREAM
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VĒND	OR NAME						- /	
	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID	LINE
BONG	OSKY OIL CO							
20110	mobilgrease	265.20	PARTS PURCHASED	01.469.354	995886		596	00263
BPC*	POLICE MAGAZINE							
	Police Training Magaz	45.00	DUES & SUBSCRIPTIONS	01.466.234	618353023		596	00237
BRAC	ing systems							
	rental bit & hammer	55.00	EQUIPMENT RENTAL	01.467.264	38272		596	00322
	boow	29.95	OPERATING SUPPLIES	01.467.317	42700		596	00212
	fiber tape measu	22.95	TOOLS	01.467.316	42700		596	00213
	-	107.90	*VENDOR TOTAL					
BUCK	BROS INC							
	credit for part	3.30CR	AUTO MAINTENANCE & REPAI		01234081			00221
	tires	62.76	AUTO MAINTENANCE & REPAI		01240680			00222
	idler	52.78	AUTO MAINTENANCE & REPAI		01243610			00218
	rental of scarifier	500.00	EQUIPMENT RENTAL	01.467.264	179939		596	00220
		612.24	*VENDOR TOTAL					
витк	EMA'S ACE HARDWARE							
	Christmas supplies TC	21.87	MAINTENANCE SUPPLIES	01.468.319	x32239		596	00085
	key, insulated nozzle	31.45	OPERATING SUPPLIES	04.420.317	C32009		596	00330
	Clips for Xmas Lights	2.97	MAINTENANCE SUPPLIES	01,468.319	X33275		596	00092
		56.29	*VENDOR TOTAL					
BUIL	DING AND FIRE CODE							
W-0-16-46	Plumb Cd Cls-Milroy	90.00	TRAINING	01.464.223	42154		596	00192
	-							
CD	W GOVERNMENT INC							
	COMPUTER memory	46.04¢R	COMPUTER EQUIPMENT	01.466.413	VJ 94279		596	00189
	COMPUTER memory	43.95CR	COMPUTER EQUIPMENT	01.466.413	VK69389		596	00190
	scandisk rdr	12.99CR	COMPUTER EQUIPMENT	01.466.413	5447		596	00191
		102.98CR	*VENDOR TOTAL					

,,						
VENDOR NAME						
DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO# F	/P ID LINE
C PIZZA ENTERPRISE QAE						
Tobbacco check lunch	50.78	COMMUNITY RELATIONS	01.466.325	26		596 00227
CAROL STREAM CHAMBER COM						
MELLÖR, BREINIG	20.00	MEETINGS	01.460.222	Nov 9		596 00312
CAROL STREAM CHAMBER O						
Chamber-Willing, Oakla	20.00	MEETINGS	01.466.222	Nov 9		596 00308
Chamber lunch-Helgers	10,00	MEETINGS	01.461.222	Nov 9		596 00309
Chamber Lunch-Knudsen	10.00	MEETINGS	01.462.222	Nov 9		596 00310
Chamber Lunch-Oakley	10.00	MEETINGS	01.465.222	Nov 9		596 00311
	50.00	*VENDOR TOTAL			•	
CAROL STREAM LAWN P						
filters	28.56	AUTO MAINTENANCE & REPAI	01.467.212	162540		596 00128
filters	21.42	AUTO MAINTENANCE & REPAI	01,467,212	163108		596 00127
Mower gas Engine	6,499.00	OTHER EQUIPMENT	01.467.412	163157	467298	596 00010
	6,548.98	*VENDOR TOTAL				
CARQUEST #2765						
85372mp oil filters	7.19	PARTS PURCHASED	01.469.354	c504376		596 00284
trans filters	78.95	PARTS PURCHASED	01.469.354	C502808		596 00266
fuel filter	14.23	PARTS PURCHASED	01.469.354	C503041		596 00268
oil filter	15.59	PARTS PURCHASED	01.469.354	C503110		596 00269
spark plugs platinum	21,44	PARTS PURCHASED	01.469.354	C503843		596 00277
12 - 85372 oil filter	67.92	PARTS PURCHASED	01.469.354	C504424		596 00286
return Oil Filter .	7.19CR	PARTS PURCHASED	01.469.354	S58958		596 00285
air/fuel filters,plug	104.13	PARTS PURCHASED	01.469.354	456		596 00297
fuel filter	23.79	PARTS PURCHASED	01,469,354	497		596 00298
oil & fuel filters	309.60	PARTS PURCHASED	01.469.354	648		596 00299
air freshener-Adm Car	1.70	OPERATING SUPPLIES	01.465.317	71		596 00291
	637.35	*VENDOR TOTAL				
CARQUEST AUTO PARTS		•		•		
RETRNED oil filters	179.76CR	PARTS PURCHASED	01.469.354	683,684		596 00300

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V	ENDOR NAME						
	DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LINE
-	DBH PAHCS II						
C	POST OFFRC EMPLYMINT PHYS	351.00	EMPLOYMENT PHYSICALS	01.459.225	62080		590 00049
	FORT OFFICE BUSDIAMI FULL	331.00	EMPLOIMENT PRISICALS	01.455.225	02000		390 00049
C	DW*GOVERNMENT INC						
	Card Reader	46.04	COMPUTER EQUIPMENT	01.466.413	UJ 94279		596 00327
	128MB Module	43.95	COMPUTER EQUIPMENT	01.466.413	UK69389		596 00328
	Hard Drive	361.99	OTHER EQUIPMENT	01.465.412	UU98800		596 00329
	microphone	11.00CR	SMALL EQUIPMENT EXPENSE	01,464.350	YF53021-02		596 00196
	audio cable & microph	28.40CR	SMALL EQUIPMENT EXPENSE	01.464.350	YF53021-04		596 00195
	battery pack	14.00CR	SMALL EQUIPMENT EXPENSE	01.464.350	YF53021-07		596 00197
	Printer W/B	1,644.18	COMPUTER EQUIPMENT	01.461.413	YS64215	460505	596 00007
	Envelope Feeder	242.99	COMPUTER EQUIPMENT	01.461.413	YU70973		596 00008
		2,285.75	*VENDOR TOTAL				
٠.	HICAGO COMMUNICATIONS						
_	VRM/Laptop Mnt-Dec/05	455.25	RADIO MAINTENANCE	01.466.227	141799	466430	596 00035
	valy hapcop wite-becy vs	495.25	RADIO PAINTENANCE	01.400.227	141/33	400430	226 00033
C	HIEF SUPPLY CORP						
	GLoves, lights	232.86	OPERATING SUPPLIES	01.466.317	399577		596 00151
	Flashlight wands	21.98	OPERATING SUPPLIES	01.466.317	400206		206 00123
	Wands, mag lightbulbs	79.86	OPERATING SUPPLIES	01.466.317	400530		596 00154
	Flashlight wands	15.96	OPERATING SUPPLIES	01.466.317	402955		596 00167
		350.66	*VENDOR TOTAL				
C	ONCEPT COMMERCIAL						
	new radio tk #45	599.00	RADIOS	01.467.417	113867		596 00143
	new radio ck #45	555.00	MD105	01.467.417	113067		396 00143
Ċ	OUNTY COURT REPORTERS I						
	COMM MINUTES-NOV 28	125.00	COURT RECORDER FEES	01.453.241	087323		590 00003
Ç	RIME ANALYSTS OF ILL, AS	25. 22	NUMBER OF STREET	01 466 004	2006 DIRE		500 00005
	DUES-AMANDA DEACON	25.00	DUES & SUBSCRIPTIONS	01.466.234	2006 DUES		590 00095
D	PA						
	Printer Cartridge	88.00	OFFICE SUPPLIES	01.460.314	3637		596 00173

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Schedule of Bills

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VEN	OOR NAME							
	DESCRIPTION	TILJOMA	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO# 1	F/P ID	LINE
DP	Α							
	Toner Cartridge	407.80	OFFICE SUPPLIES	01.466.314	3644		596	00045
	-	495.80	*VENDOR TOTAL					
DAII	LY HERALD							
	NORDCAT PUBLIC NOTICE	41.86	PUBLIC NOTICES/INFORMATI	01.458.240	T3639052		590	00014
	SWAC PUBLIC HEARING	35.49	OPERATING SUPPLIES	01.462.317	T3641294		590	00016
	SMURFIT STONE PUBL NOTIC	22.75	PUBLIC NOTICES/INFORMATI	04.410.240	T3641433		590	00017
	SHINER GRP-PUBLIC NOTICE	100.10	PUBLIC NOTICES/INFORMATI	01.453.240	T3642474		590	00015
		200.20	*VENDOR TOTAL					
DEC	ATUR ELECTRONICS							
	Radar units	2,848.00	RADIOS	01.466.417	00139736	466477	596	00156
	Warranty	550.00	RADIO MAINTENANCE	01.466.227	00139736	466477	596	00157
		3,398.00	*VENDOR TOTAL					
DIC	KE SAFETY PRODUC							
	Traffic control signs	672,49	EMERGENCY EQUIPMENT	01,466,322	56295		596	00050
	Traffic control signs	167.00	EMERGENCY EQUIPMENT	01.466.322	56296		596	00051
		839.49	+VENDOR TOTAL					
DUN	KIN DONUTS	•						
	GNHS K-9 meeting	36.95	COMMUNITY RELATIONS	01.466.325	11676		596	00047
	Reversed-2 much w/tax	36.95CR	COMMUNITY RELATIONS	01.466.325	11677		596	00048
	GNHS K-9 meeting	22.98	COMMUNITY RELATIONS	01.466.325	254035		596	00049
		22.98	*VENDOR TOTAL					
DUP	AGE AUTO BATH							
	Cars detailed	170.00	AUTO MAINTENANCE & REPAI	01.466,212	6986811		596	00158
DUP	AGE COUNTY		•					
	DATA PROC GIS-ENGR/NOV	225.00	GIS SYSTEM	01,462.257	1379		590	00007
	DATA PROC-COM DV/NOV	225.00	GIS SYSTEM	01.463.257	1379		590	00008
		450.00	*VENDOR TOTAL					

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VENDOR NAME					
DESCRIPTION	TRUOMA	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO# F/P ID LINE
DUPAGE COUNTY ANIMAL CON					
ANIMAL CONTRL-OCT05	280.00	ANIMAL CONTROL	01.466.249	97-11721	590 00090
DUPAGE COUNTY RECORDER					
RECORDING FEES-VLG CLRK	62.00	RECORDING FEES	01.458.233	0164	461376 P 590 00045
RECORDING FEES-VLG CLRK	40.00	RECORDING FEES	01.458.233	0166	461376 P 590 00046
	102.00	*VENDOR TOTAL			
DUPG AUTO BATH INC					
VEHICLES DETAILED	170.00	AUTO MAINTENANCE & REPAI	01.466.212	6986811	596 00332
DUPG CO CHIEFS OF POLICE					
MEMB DUES-WILLING/OAKLND	80.00	DUES & SUBSCRIPTIONS	01.466.234	2006 MEMBRSHP	590 00086
EAGLE RIDGE INN AND RE					
Training-Maurer	284.40	TRAINING	01.459.223	6934XB	596 00207
EARTH TECH INC					
FAIR OAKS RD PHASE II	19,305.03	ROADWAY CAPITAL IMPROVEM	11.474.486	362905	462237 P 590 00043
EDONATION 2					
Registration NCORP	95.00	MEETINGS	01.452.222	J05118635	596 00181
EDWARDS ENGINEERING					
HVAC maint Oct 05	273.00	MAINTENANCE & REPAIR	01.468.244	M30927	596 00082
ELECTION SYSTEMS & SOFTW			•		•
CASH RECEIPT PAPER-FINAN	96.46	OPERATING SUPPLIES	01.461.317	572158	590 00025
EMERGENCY MED SUPPLY I					
AED Pads	249.25	OPERATING SUPPLIES	01.466.317	306439	596 00149
ERYOPS BODYCRAFT INC					
TRUCK #12 REPAIRS	802.00	AUTO MAINTENANCE & REPAI	04.420.212	113765	590 00010

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Schedule of Bills

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VENDOR NAME								
DESCRIPTION	TNUOMA	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO# F	F/P ID LINE	
FAMILY FOODS #297 S5E								
Donuts for Bassett	3.99	COMMUNITY RELATIONS	01.466.325		003692		596 00226	i
FECHHEIMER BROS CO								
O'Brien	159.20	UNIFORMS	01.466.324		384084	466464	596 00170	,
FEDEX								
INV SUMMARY NOV 23	. 49.79	POSTAGE	01.465.229		3-202-11986	460436	P 590 00036	i
INV SUMMARY NOV 30	29.86	POSTAGE	01.465.229		3-212-66380	460436	P 590 00037	7
INV SUMMARY DEC 07	61.76	POSTAGE	01.465.229		3-223-90509	460436	P 590 00088	š
	141.41	*VENDOR TOTAL						
FRANKLIN COVEY #7021	•							
2006 dayplanner	34.76	OFFICE SUPPLIES	01.463.314		7021-57071		596 00187	,
FRESH & SILK FLOWERS								
Bhamani Flowers	64.35	BLOOD COUNCIL	01.452.252		None		596 00029	,
FUDDRUCKERS 067 QAE								
Tax refund -Garza	0.70CR	TRAINING	01.466.223		001		596 00224	1
Training lunch-Garza	10.42	TRAINING	01.466.223		806700		596 00223	3
	9.72	*VENDOR TOTAL						
GAL*GALLS INC								
Rubber switches	39.32	OPERATING SUPPLIES	01.466.317		579894780001		596 00160)
GAYLORD OFRYLAND HTL F								
Lodging-Gilmore	582.67	TRAINING	01.466.223		386706137824		596 00240)
GLENDALE INDUSTRIES								
Honor Guard	25.00	UNIFORM\$	01.466.324		B183360		596 00230	Ć
Honor Guard	47.70	UNIFORMS	01.466.324		B289653		596 0022	9
	72.70	*VENDOR TOTAL						
Honor Guard			Q1.466.324°		B782923		596	0022

BRC/ISD FINANCIAL SYSTEM

Training lunch-Garza

11.17

TRAINING

VILLAGE OF CAROL STREAM

596 00225

BRC/ISD FINANCIAL SYSTEM					VIDIAGE OF CAROL BIRDER
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VENDOR NAME					
DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO# F/P ID LINE
GORDON FLESCH COMPANY			•		
Scanner repair	115.97	OFFICE EQUIPMENT MAINTEN	01.466.226	42801	596 00046
Rec Copier 8/16-9/16	384.65	OFFICE EQUIPMENT MAINTEN	01.466.226	431885	596 00039
Rec copier 9/16-10/16	289.18	OFFICE EQUIPMENT MAINTEN	01.466.226	457840	596 00031
	789.80	*VENDOR TOTAL			
HALL SIGNS INC					
L4" letters eng grade	354,80	STREET SIGNS	01.467.344	195066	596 00215
HARRINGTON IND PLAST #					
50' suction hose	61.71	OPERATING SUPPLIES	01.467.317	02347324	596 00211
4 valve balls	85.92	OPERATING SUPPLIES	01.467.317	02347325	596 00210
pvc fittings	56.84	OPERATING SUPPLIES	01.467.317	02347360	596 00321
	204.47	*VENDOR TOTAL			
HARRINGTON PLASTICS					
pvc FITTINGS	2.88	OPERATING SUPPLIES	01.467.317	02347361	596 00320
HILTON HOTELS SPRING					
Hometown Award-Thomas	92.40	COMMUNITY RELATIONS	01.466.325	277249 A	596 00260
Hometown Award	92.40	COMMUNITY RELATIONS	01.466.325	277250 A	596 00259
	184.80	+VENDOR TOTAL			
HILTON NET DIRECT RATE					
Nat'l Task Fr-Ferraro	677.84	MEETINGS	01.452,222	42848613	596 00177
HILTON WASHINGTON					
NTF Food	59.11	MEETINGS	01.452.222	428486A	596 00184
HOLIDAY INN					
RETIREMNT PARTY-GUALANO	4,380.74	EMPLOYEE RECOGNITION	01.452.242	00106219	466484 P 590 00004
HOOTERS OF DOWNERS GRO					

01.466.223

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VENDOR NAME DESCRIPTION	AMOUNT	account name	FUND & ACCOUNT CLAIM	INVOICE	PO# F/P ID LINE
HOTELS MASTERCARD POP CONFR-O'BRIEN, PECE	319.29	TRAINING	01.466.223	10502-5626	596 00030
HOWARD JR/THOMAS F LEGAL SRVS-NOV 2005	5,707.50	LEGAL FEES	01.457.238	114	466386 P 590 00006
HR SIMPLIFIED ANNL COBRA FEE-DEC	400.00	EMPLOYEE ŞERVIČES	01.459.273	15486	590 00033
I C L E I 2006 ANNL MEMB-FERRARO	600.00	DUES & SUBSCRIPTIONS	01.452.234	ROSS FERRARO	460513 P 590 00032
ICMA Membr Rnwl-Breinig	1,144.14	DUES & SUBSCRIPTIONS	01.460.234	144283	596 00175
ICMA INTERNET ICMA Training Mellor	95.00	TRAINING	01.460,223	11/15 Eminen	596 00097
ICSC Spring conv-B Glees	315.00	ECONOMIC DEVELOPMENT	01.463.246	1160446	596 00198
IL DEPT OF COMM AND EC Awards Luncheon Awards Luncheon Refnd	69.00 69.00CR 0.00	MEETINGS MEETINGS *VENDOR TOTAL	01.466.222 01.466.222	None Refund	596 00017 596 00027
ILLINOIS CENTER ICSC parking	21.00	ECONOMIC DEVELOPMENT	01.463.246	50012164	596 00186
ILLINOIS DEPT PROF REG Lic Renewal-M Thomas Lic Renewal-Molloy Lic Renewal-Mcnamara	63.00 63.00 63.00 189.00	DUES & SUBSCRIPTIONS DUES & SUBSCRIPTIONS DUES & SUBSCRIPTIONS *VENDOR TOTAL	01.466.234 01.466.234 01.466.234	149006268 149006836 149008911	596 00254 596 00256 596 00255

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VENDOR NAME					DO#	5/5 #M [T	ME
DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO#	F/P ID LI	NE
ILLINOIS PAPER CO							
Copy Paper	440.00	COPY EXPENSE	01.465.231	293917-000		596 00	176
ILLINOIS SECTION A W W A							
TRNG SAFETY EXPO-HOFFRAG	225.00	TRAINING	04.420.223	3741		596 00	199
ILLINOIS TRAFFIC SAFET							
Trng fee-Jungers,Glos	100.00	TRAINING	01.466.223	7135		596 00	238
IMAGISTICS							
pwc copier expenses	27.06	COPY EXPENSE	01.467.231	402948074		596 00	071
INT L ASSN OF CHIEFS O							
IACP Dues 2006-Willin	100.00	DUES & SUBSCRIPTIONS	01.466.234	100183770317		596 00	023
INT'L ASSOC OF ADMIN P				•			
memb dues-Mehring	53.00	DUES & SUBSCRIPTIONS	01.467.234	93831846		596 00	079
INT'L CODE COUNCIL INC							
2006 Membr dues-Milro	100.00	DUES & SUBSCRIPTIONS	01.464.234	055196022		596 00	193
INTELLIGENT SOLUTIO			•				
Consult Srv-9/27-10/4	1,175.00	CONSULTANT	01.465.253	05-2071		596 00	1098
Adaptor-Nw Tape Drive	170.00	OTHER EQUIPMENT	01.465.412	05-2133		596 00	900
Consult Srv-10/28	945.00	CONSULTANT	01.465.253	05-2198		596 00)116
HP Rack Mount	2,453.00	CONSULTANT	01.465.253	05-2198		596 00	1117
Consult Srv-11/2-3	550.00	CONSULTANT	01.465.253	05-2198		596 00)118
Wall Mount & Cable	957.80	CONSULTANT	01.465.253	05-2198		596 00	119
	6,250.80	*VENDOR TOTAL					
INTN'L SOCIETY OF ARBORI							
DUES-SCHAFFER	150.00	DUES & SUBSCRIPTIONS	01.467.234	129556		596 00)123
ISABELLE BOSCO							
SNW RMVL-DEC 3, 4	315.00	SNOW REMOVAL	01.467.266	0601	4673	24 P 590 00	3044

BRC/ISD FINANCIAL SYSTEM

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VENDOR NAME							
DESCRIPTION	TRUOMA	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID LINE
JULIEINČ							
LOCATES FOR NOV/05	88.45	PROPERTY MAINTENANCE	01.467.272		11-05-0346		590 00083
LOCATES FOR NOV/05	88.45	NPDES PERMIT FEE	04.410.272		11-05-0346		590 00084
LOCATES FOR NOV/05	88.45	PROPERTY MAINTENANCE/NPD	04.420.272		11-05-0346		590 00085
	265.35	*VENDOR TOTAL					
JEWEL-OSCO 3246 S31							
Food for Board Retrea	66.47	MEETINGS	01.452.222		324601038010		596 00094
JOE COTTEN FÖRD							
repairs on #43	100.00	OUTSOURCING SERVICES	01.469.353		363399		596 00281
brake repairs	209,90	OUTSOURCING SERVICES	01.469.353		363563		596 00289
Brakes	209.90	AUTO MAINTENANCE & REPAI	01.466.212		363583		596 00161
Brakes on squad	209.90	AUTO MAINTENANCE & REPAI	01.466.212		363700		596 00165
brake repairs - #12	377.71	OUTSOURCING SERVICES	01.469.353		363705		596 00295
brake repairs - #630	419.80	OUTSOURCING SERVICES	01.469.353		363917		596 00293
	1,527.21	*VENDOR TOTAL					
JOE COTTON FORD							
core return	75.00CR	PARTS PURCHASED	01.469.354		CM254614		596 00276
seat belt	111.73	PARTS PURCHASED	01.469.354		254429		596 00265.
lamp aasembly	29.08	AUTO MAINTENANCE & REPAI	01.467.212		254499		596 00219
seat belt	32.17	PARTS PURCHASED	01.469.354		254513		596 00272
alternator	580.12	PARTS PURCHASED	01.469.354		254614		596 00275
repairs to #617	462.41	OUTSOURCING SERVICES	01.469.353		362922		596 00264
brake repairs #635	354.51	OUTSOURCING SERVICES	01.469.353		363486		596 00278
	1,495.02	*VENDOR TOTAL					
JOHNSON INDUSTRIES							
switch	207.02	PARTS PURCHASED	01,469,354		5041588		596 00294
JOHNSON/PERRY							

EMPLOYEE RECOGNITION

01.452.242

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VENDOR NAME		•			0			
DESCRIPTION	TRUOMA	ACCOUNT NAME	FUND & ACCOUNT	CLAIM	INVOICE	PO#	F/P ID	LINE
KAMMES AUTO & TRUCK REPA			•					
SNW PLW 12/8/05	1,560.00	PROPERTY MAINTENANCE	01.467.272		111542	467317	P 590	00093
SNW PLW 12/10/55	930.00	PROPERTY MAINTENANCE	01.467.272		111543	467317	P 590	00094
	2,490.00	*VENDOR TOTAL						
KAMMES AUTOSTRUCK								
truck testing	250.00	AUTO MAINTENANCE & REPAI	01,467.212		108151		596	00132
KHOL'S DEPARTMENT STORE								
Jeans/shoes-SCIFERT	101.39	UNIFORMS	01.466.324		050600265423		596	00326
Clothing \$CHIFERT	107.98	UNIFORMS	01.466.324		9999		596	00324
Refund -SCHIFERT	107.98CR	UNIFORMS	01.466.324		9999		596	00325
	101.39	*VENDOR TOTAL						
KOMON COMMUNICATIONS								
PHONE SYSTM WORK	150.00	MAINTENANCE & REPAIR	01.468,244		11/30/2005		590	00005
KRAMER TREE SPECIALIST								
fertilization 2 pkwy	180.00	TREE MAINTENANCE	01.467.268		131388		596	00052
KWE*KIPLINGER EDITORS			•					
Rnwl Kiplingr-Breinig	84.00	DUES & SUBSCRIPTIONS	01.460.234		0069136224		596	00171
LANGUAGE LINE SERVICES								
Membership Renewal Fe	34.82	DUES & SUBSCRIPTIONS	01.466.234		0506215-2005		596	00032
LENS ACE HOWE INC								
sample jackets	100,00	UNIFORMS	01.467.324		0471111505		596	00124
sample jackets	80.00	UNIFORMS	01.469.324		0471111505		596	00125
sample jackets	78.05	UNIFORMS	04.420.324		0471111505		596	00126
	258.05	*VENDOR TOTAL						
LEXIS-NEXIS0510224558								
Databs search Oct05	165.00	INVESTIGATION FUND	01.466.330		0510224558	466427	596	00040

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new construction metr

5,179.56

METERS

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04.420.333

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	1 INVOICE PO#	F/P ID LINE
DESCRIPTION	AMOUNI	ACCOOMI NAME	FORD & ACCOUNT CENT.	. 11,0125	-,
LOWE'S #1821					
Evidence door lock VH	34.90	MAINTENANCE SUPPLIES	01.468.319	s1821el28561	596 00086
MAIL BOXES ETC. #3295					•
return auto scan tool	47.81	EQUIPMENT MAINTENANCE	01.469.284	18597108	596 00279
MARATHON ASHLAND 16063					
Gas for SSU Car	20.01	AUTO GAS & OIL	01.466.313	162322	596 00258
MARIOS					
Meeting	25.43	MEETINGS	01.466.222	003778	596 00016
DP Chiefs Host Mtg	193.90 219.33	MEETINGS *VENDOR TOTAL	01.466.222	003884	596 00019
maw/susan					
REIMB-15 SQUARES CONCRET	300.00	PROPERTY MAINTENANCE	01.467.272	REIMB-SIDEWALK 467	325 P 590 00089
MEADE ELECTRIC COMPANY					
Oct05 maintenance	150.00	MAINTENANCE & REPAIR	06.432.244	621881	596 00147
Nov 05 maintenance	150.00	ELECTRICITY	06.432.248	622317	596 00148
	300.00	*VENDOR TOTAL			
menards glendale hets					
parts shelving	227.04	OPERATING SUPPLIES	01.469.317	109569	596 00296
steel	498.55	PARTS PURCHASED	01.469.354	128031	596 00323
	725.59	*VENDOR TOTAL			
MIDWAY TRUCK PARTS					
reb denso str	233.00	PARTS PURCHASED	01.469.354	508210	596 00287
90 elbow adapter	34.92	PARTS PURCHASED	. 01.469.354	508228	596 00288
	267,92	*VENDOR TOTAL			
MIDWEST METER INC				•	

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VENDOR NAME					
DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO# F/P ID LINE
MIDWESTTRANSITEQUIP IN					•
decal-CS Park Dist	27.87	OPERATING SUPPLIES	01.467.317	334447	596 00142
MONROE TRUCK EQUIPMENT					
12 skid shoe cast	969.84	PARTS PURCHASED	01.469.354	256077	596 00267
pavement temperature	627.01	SMALL EQUIPMENT EXPENSE	01.467.350	256253	596 00129
valve, mainfold	424.56	PROPERTY MAINTENANCE	01.467.272	256552	596 00136
	2,021,41	*VENDOR TOTAL			
MR. SITCO, INC			•		
Meter Reads Oct 05	1,633.08	UTILITY BILL PROCESSING	04.410.221	50068	461394 596 00011
Meter Reads Oct 05	1,633.08	UTILITY BILL PROCESSING	04.420.221	50068	461394 596 00012
	3,266.16	*VENDOR TOTAL			
NAMEPLATE & PANEL TECH					
Community Pride Plaqu	75.00	COMMUNITY APPEARANCE PRO	01.452.258	82343	596 00306
NASW-MEMBER DUES IH					
Renewal-Molloy	178.00	DUES & SUBSCRIPTIONS	01.466.234	885014738	596 00261
Renewal McNamara	178.00	DUES & SUBSCRIPTIONS	01.466.234	885644005	596 00257
	356.00	*VENDOR TOTAL			
NATIONAL WATERWORKS 22					
12 pails-thoroc plug	372.00	CONCRETE	06.432.338	2948322	596 00141
NEOPOST LEASING					
SHIPPING-RED INK CARTRID	18.00	OPERATING SUPPLIES	01.461.317	11233487	590 00051
POSTAGE MACH INK	73.00	OPERATING SUPPLIES	01.461.317	11235021	590 00050
SRV FOR JAN 4-FEB 3/2006	291.95	OFFICE EQUIPMENT MAINTEN	01.465.226	4038677	461414 P 590 00069
	382.95	*VENDOR TOTAL			
NEWSLIBRARY.COM ARTICL			•		
News article archive	2.95	REFERENCE MATERIALS	01.466.318	803555	596 00015

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	**********		FUND & ACCOUNT O	OF DES	TARZOTZE	PO#	F/P ID	LINE
DESCRIPTION	TRUOMA	ACCOUNT NAME	FUND & ACCOUNT	CI_A.I,M	INVOICE	FO#	E/E	01145
NEXTEL COMMUNICATIONS								
Chrgs Sept 18-Oct 17	76.63	TELEPHONE	04.410.230		760300514004		596	00100
Chrgs Sept 18-Oct 17	76.63	TELEPHONE	04.420.230		760300514004		596	00101
Chrgs Sept 18-Oct 17	522.99	TELÉPHONÉ	01.456.230		760300514004		596	00102
Chrgs Sept 18-Oct 17	298.96	TELEPHONE	01.466.230		760300514004		596	00103
Chrgs Sept 18-Oct 17	45.07	TELEPHONE	01.466.230		760300514004		596	00104
Chrgs Sept 18-Oct 17	50.37	TELEPHONE	01.466.230		760300514004		596	00105
Chrgs Sept 18-Oct 17	107.46	TELEPHONE	01.466.230		760300514004		596	00106
Chrgs Sept 18-Oct 17	117.66	TELEPHONE	01.466.230		760300514004		596	00107
Chrgs Sept 18-Oct 17	246.66	TELEPHONE	01.462.230		760300514004		596	00108
Chrgs Sept 18-Oct 17	122,29	TELEPHÔNË	01.464.230		760300514004		596	00109
Chrgs Sept 18-Oct 17	111.55	TELEPHONE	01.464.230		760300514004		596	00110
Chrgs Sept 18-Oct 17	94.54	TELEPHONE	01.468.230		760300514004		596	00111
Chrgs Sept 18-Oct 17	145.97	TELEPHONE	04.420.230		760300514004		596	00112
Chrgs Sept 18-Oct 17	104.21	TELEPHONE	01.467.230		760300514004		596	00113
Chrgs Sept 18-Oct 17	959.89	SMALL EQUIPMENT EXPENSE	01.466.350		760300514004		596	00114
	3,080.88	*VENDOR TOTAL						
NIU OUTREACH								
Spatial Analysis work	250.00	TRAINING	01.463.223		157618		596	00185
Intro Fees-Glos, Deaco	105.00	TRAINING	01.466.223		158772		596	00241
	355.00	*VENDOR TOTAL						
NOR*NORTHERN TOOL								
ir thermometer	111.93	TOOLS	01.467.316		12991144 RI		596	00138
NORTH EAST MULTI REG								
Trng-Use of Force	575.00	TRAINING	01.466.223		71 71 7		596	00022
NORTHERN IL GAS CO								
SRV FOR NOV 7-DEC 7	315.33	HEATING GAS	04.420.277		3-25-13-4460		590	00087
NORTHERN ILLINOIS UNIVER								
BOARD RETREAT PLANNG	3,700.00	MEETINGS	01,452,222		CGS06158	4604	92 P 590	00002

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VENDOR NAME DESCRIPTION	amount	ACCOUNT NAME	FUND & ACCOUNT CLAIR	M INVOICE	PO# F/P ID LINE
NORTHWESTERN UNIVERSITY TRNG CLASS-R WHITE	5,150.00	TRAINING	01.466.223	19403	466453 P 596 00025
nspe membership dues Cleveland dues-2006	236.00	DUES & SUBSCRIPTIONS	01.462.234	60743	596 00318
NU CTR PUBLIC SAFETY 2 Reg Fees-Lally-invest	950.00	TRAINING	01.466.223	19517	. \$96 00239
O M I (OPER MNTNC INTN'L WRC SRV FOR JAN06	116,433.75	OMI CONTRACT	04.410.262	33181	467290 P 590 00082
OA\$I\$ IRRIGATION winterization new sys reconst & winterizati	360.00 1,250.00 1,610.00	PROPERTY MAINTENANCE PROPERTY MAINTENANCE *VENDOR TOTAL	01.467.272 01.467.272	46820 46937	596 00140 596 00139
OFFICE DEPOT #1105 Oct office supplies Calendar for SSU Calendars for INV Calendars for SGTS Calendars for SOU Office Supplies Office Supplies Office Suppl-Stamper Misc. Office Supplies office supplies office supplies office supplies Labels for juv arrest Tabs & Binders	350.73 15.29 40.31 99.91 84.43 175.99 17.49 34.60 13.52 51.03 50.17 11.66 55.05	OFFICE SUPPLIES	01.466.314 01.466.314 01.466.314 01.466.314 01.461.314 01.461.314 01.465.314 01.465.314 01.463.314 04.410.314 04.420.314 01.466.314 01.466.314	309986479001 310745148001 310747105001 310755154001 310818698001 311077895001 311273478001 311473301001 312294897001 312821471001 312821471001 312821471001 313657000001 314324446001	596 00041 596 00248 596 00249 596 00250 596 00251 596 00002 596 00003 596 00096 596 00188 596 00072 596 00073 596 00253 596 00319
office supplies Administration Suppli Clerk's Supplies	49.06 70.47 5.49 1,125.20	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES *VENDOR TOTAL	01.463.314 01.465.314 01.458.314	314394068001 314693096001 31469309601	596 00194 596 00121 596 00120

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VENDOR NAME					
DESCRIPTION	TAUOMA	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO# F/P ID LINE
ORB+SU21H9SW			•	•	
Airfare fee-Deacon	5.99	TRAINING	01.466.223	SU21H9SW	596 00232
ORIENTAL TRADING CO					
Holiday Glow Bracelet	89.85	MUNICIPAL PROMOTION	07.433.286	603514540	596 00307
TreeLighting Ornament	151.20	MUNICIPAL PROMOTION	07.433.286	603974786	596 00314
	241.05	*VENDOR TOTAL			
PARTY CENTRAL	1				
Chara, Counts Breakft	76.86	COMMUNITY RELATIONS	01,466,325	321782	596 00247
PATTEN ELBURN					
towmaster trailer	4,925.00	OTHER EQUIPMENT	01.467.412	W0112101	467297 596 00131
PEAVEY CORPORATION					
Evidence supplies	414.45	OPERATING SUPPLIES	01,466.317	124374	596 00245
Evidence supplies	83.70	OPERATING SUPPLIES	01.466.317	125274	596 00246
	498.15	*VENDOR TOTAL			
PLANT RENTALS					
PLANT RNTL-DEC2005	150.00	MAINTENANCE & REPAIR	01.468.244	22074	460449 P 590 00001
POLICE EXECUTIV RESEARCH					
TUTTION DUE-K ORR	6,950.00	PRE-PAID ITEMS	01.1301	3386-408	466481 P 590 00035
POMPS TIRE SERVICE			,		
tires & fees	875.04	PARTS PURCHASED	01.469.354	103747	596 00274
tires, user fees	412,84	PARTS PURCHASED	01.469.354	133336	596 00292
	1,287.88	*VENDOR TOTAL			
POOLCARE AQUATECH LTD					
October Maint	712.50	MAINTENANCE & REPAIR	01.468.244	00089162	460424 596 00115
Aug Fountain Maint	712.50	MAINTENANCE & REPAIR	01.468.244	87179	596 00088
Fountain Closing	760.00	MAINTÉNANCE & RÉPAIR	01.468.244	89240	596 00090
	2,185.00	*VENDOR TOTAL			

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO# F/P ID LTNE
PORTILLO'S #011 Lunch -Trail	25,92	meetings	01.466.222	26	596 00244
POSITIVE PROMOTIONS IN					
Bassett pins	106.76	COMMUNITY RELATIONS	01.466.325	02242942	596 00228
PRECISION SERVICE&PART					
spark plug assembly	211.80	PARTS PURCHASED	01.469.354	03122730	596 00301
a/c relays	82.80	PARTS PURCHASED	01.469.354	03122754	596 00302
-	294.60	*VENDOR TOTAL	•		
PRIVATE EYE COM					
Investigative Databas	39.95	INVESTIGATION FUND	01.466.330	12-271940	296 00031
QUILL CORPORATION					
Envelopes juv arrests	104.95	OFFICE SUPPLIES	01.466.314	2385462	596 00252
RADCO COMMUNICATIONS I					
repair partsfor squad	50.60	PARTS PURCHASED	01.469.354	056772	596 00273
Sgt Ofc Ch 4 radio	451.47	RADIOS	01.466.417	68319	596 00034
Set up-New Car	2,515.01	AUTO MAINTENANCE & REPAI	01.466.212	68337	596 00162
Squad repairs	690.82	AUTO MAINTENANCE & REPAI	01.466.212	68347	596 00168
	3,707.90	*VENDOR TOTAL			
RADCO COMMUNICATIONS INC					
NW TAHOE-#651 INSTL EOUI	3.909.32	SMALL EQUIPMENT EXPENSE	01.466.350	68337	596 00163

PORTILLO'S	#011					
Lunch	-Trail	25.92	MEETINGS	01.466.222	26	596 00244
POSITIVE P	ROMOTIONS IN					
Basse	tt pins	106.76	COMMUNITY RELATIONS	01.466.325	02242942	596 00228
	SERVICE&PART	044.00	PARMA DIRAWARE	01.469.354	03122730	596 00301
_	plug assembly	211.80	PARTS PURCHASED	01.469.354		596 00301
a/c r	etays	82.80	PARTS PURCHASED	01.469.354	03122754	596 00302
		294.60	*VENDOR TOTAL			
PRIVATE EY	E COM					
Inves	tigative Databas	39.95	INVESTIGATION FUND	01.466.330	12-271940	596 00031
QUILL CORP	ORATION					
Envel	opes juv arrests	104.95	OFFICE SUPPLIES	01.466.314	2385462	596 00252
DADCO COMM	UNICATIONS I	4				
	r partsfor squad	50.60	PARTS PURCHASED	01.469.354	056772	596 00273
_	fc Ch 4 radio	451.47	RADIOS	01.469.354	68319	596 00273
	p-New Car	2,515.01	AUTO MAINTENANCE & REPAI		68319	596 00034
	-	690.82				
squad	repairs		AUTO MAINTENANCE & REPAI	U1.466.212	68347	596 00168
		3,707.90	*VENDOR TOTAL			
RADCO COMM	UNICATIONS INC					
NW TA	HOE-#651 INSTL EQUI	3,909.32	SMALL EQUIPMENT EXPENSE	01.466.350	68337	596 00163
NW TA	HOE-#651 INSTL EQUI	2,497.96	OTHER EQUIPMENT	01.466.412	68337	596 00164
		6,407.28	*VENDOR TOTAL	•		
	UNICATIONS I					
Leadi	ng for Results	109.00	dues & Subscriptions	01.466.234	13987308	596 00038
RED BUD SU	DDLV TNO					
	s & Flags	400.23	OPERATING SUPPLIES	04.420.317	68663	596 00202
arove.	s a trads	400.23	OPERATING SOPPLIES	04.420.31/	00003	336 00202

BRC/ISD FINANCIAL SYSTEM 12/16/2005 08:37:19 Schedule of Bills VILLAGE OF CAROL STREAM 27/16/2005 08:37:19 Schedule of Bills GL540R-V06.70 PAGE 21

12/10/2003 00:37:13		E 7 11 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
VENDOR NAME	•				
DESCRIPTION	TMUOMA	ACCOUNT NAME	FUND & ACCOUNT CLAI	M INVOICE	PO# F/P ID LINE
RESOURCE UTILITY \$UPP					
anodes for water main	389.41	OPERATING SUPPLIES	04.420.317	043229	596 00204
S & S MAINTENANCE (DIV T					
SNW PLW-12/08/05	7,704.50	SNOW REMOVAL	01.467.266	VCS0106	467322 P 590 00080
SNW PLW 12/10/05	4,005.00	SNOW REMOVAL	01.467.266	VCS0107	467322 P 590 00081
	11,709.50	*VENDOR TOTAL			
SAFETY SYSTEMS CORP					
Ammunition:LessLethal	762.00	MOITINUMMA	01,466.321	35683	596 00242
SARNELLI CONCRETE CONSTR					
SIDEWALKS/DRIVEWAYS	3,326.13	PROPERTY MAINTENANCE	01.467.272	12/02/2005	462247 P 590 00070
SAUBER MFG COMPANY					
material, labor-outrig	658.00	AUTO MAINTENANCE & REPAI	01.467.212	1120860	596 00130
SBC					
INTERNET LN-10/17-11/16	562.54	TELEPHONE	01.465.230	630R06258111	590 00011
SERV OCT 17-NOV 16	47.87	TELEPHONE	04.420.230	630ZB6102911	590 00027
CHRGS OCT 17-NOV 16	47.87	MAINTENANCÉ & RÉPATR	01.468.244	630Z99656411	590 00009
SRV FOR NOV 5-DEC 4	2,925.58	TELEPHONE	01.465.230	630665705012	590 00067
SRV FOR NOV 5-DEC 4	380.78	TELEPHONE	01.467.230	630665755312	590 00068
SERV OCT 17-NOV 16	112.73	TELEPHONE	04,410.230	708Z06300611	590 00028
SERV OCT 17-NOV 16	47.87	TELEPHONE	04.410.230	708286001311	590 00030
SERV OCT 17-NOV 16	47.87	TELEPHONE	04.410.230	708Z86121211	590 00029
SERV OCT 17-NOV 16	1,245.45	TELEPHONE	04.420.230	708Z86529811	590 00031
	5,418.56	*VENDOR TOTAL			
SBC BUSINESS PH PMT-MW					
Srv 9/8-10/07	36.07	TELEPHONE	01.468.230	630221073210	596 00005
Srv 9/11-10/10	239.93	TELEPHONE	01.466.230	630668216710	596 00004
	276.00	*VENDOR TOTAL			

BRC/ISD FINANCIAL SYSTEM VILLAGE OF CAROL STREAM 12/16/2005 08:37:19 Schedulc of Bills CL540R-V06.70 PAGE 22

VENDOR NAME						
DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO# F	/P ID LINE
SERVICE COMPONENTS INC						
washers, clamps	24.76	PARTS PURCHASED	01.469.354	67478-1		596 00280
SIGN PROS				*****		505 00150
Magnetic Deacon	1.5.00	OPERATING SUPPLIES	01.466.317	23767		596 00150
SISTER CITIES INTERNAT						
Sister Cit Conf-Ferra	525.00	SISTER CITIES	01,452.285	368918404378		596 00183
Sister Citie-Oakley	525.00	PRE-PAID ITEMS	01.1301	368918404492		596 00313
	1,050.00	*VENDOR TOTAL				
SOI*SNAP-ON INDUSTRIAL						
socket	20.00	TOOLS	01.469.316	21V/15264934		596 00282
st/set 400G	10.00	OPERATING SUPPLIES	01.469.317	21V/15264934		596 00283
	30.00	*VENDOR TOTAL		•		
SPORTY S CATERING						
Food Board Retreat	167.80	MEETINGS	01,452,222	999999		596 00172
SPRINT *DOWNLOAD&SVCS						
downloads	3.99	RADIO MAINTENANCE	01.467.227	no invoice		596 00137
SQUEEGEE BROS., INC.						
Uniform shirt-SCIFERT	12.50	UNIFORMS	01.466.324	\$B\$436		596 00013
ST. AUBIN NURSERY #1						
trees	3,947.00	TREE MAINTENANCE	01.467.268	6	467301	596 00069
STAPLES #1627						
Easels for Retreat	155.34	MEETINGS	01.452.222	645244		596 00093
STEINER ELECTIC						
6awg butt splice	\$4.00	OPERATING SUPPLIES	01.467.317	S00145107200		596 00216
8 awg butt splice	27.60	OPERATING SUPPLIES	01.467.317	S00145107200		596 00217
	81.60	*VENDOR TOTAL				

BRC/ISD FINANCIAL SYSTEM 12/16/2005 08:37:19

Schedule of Bills

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VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO# F/P ID LINE
SUNRISE CHEVROLET				C10403 ES4	596 00262
lamp assembly	137.36	PARTS PURCHASED	01.469.354	618493,554	574 00262
SYX*TIGERDIRECTING					
Operating Supplics	348.93	OPERATING SUPPLIES	01.466.317	P6761767	5 9 6 00243
трі					
BLDG INSPECTIONS-NOV05	10,290.00	TOWN & COUNTRY HOMES ESC	01.2230	1240	463201 P 590 00021
TAUTGES / JOHN					
SNW PLW 12/08	630.00	SNOW REMOVAL	01.467.266	109	467323 P 590 00076
SNW PLW-12/10	378.00	SNOW REMOVAL	01,467.266	110	467323 P 590 00075
STONE REMOVAL	420.25	CA-6	06.432.347	111	590 00077
DEBRIS REMOVAL	360.00	HAULING	01.467.265	111	590 00078
	1,788.25	*VENDOR TOTAL			
TERRACE SUPPLY COMPANY					
cyclndr 10/15-11/15	60.14	EQUIPMENT RENTAL	01.469.264	298962Z	596 00305
THE AMERICAN CANCER SO					
Memory Ron Nofsinger	100.00	EMPLOYEE RECOGNITION	01.452.242	Donation	596 00174
THE HOME DEPOT #1943					
Picture glass	10.38	OPERATING SUPPLIES	01.466.317	01 50433	596 00166
Spry Paint Xmas Star	25.35	MAINTENANCE SUPPLIES	01.468.319	0114348	596 00087
u-bolts	4.78	AUTO MAINTENANCE & REPAI	01.467.212	0135855	596 00133
Lamps VH	52.83	MAINTENANCE SUPPLIES	01.468.319	0163071	\$96 00084
Duct Tape Xmas Decor	8.54	MAINTENANCE SUPPLIES	01.468.319	0257204	596 00091
Clamps for Xmas	15.03	MAINTENANCE SUPPLIES	01.468.319	0288514	596 00089
heater	29.99	SMALL EQUIPMENT EXPENSE	04.420.350	0351353	\$96 00331
tools	95.57	TOOLS	04.420.316	2948206	596 00201
	242.47	*VENDOR TOTAL			
THE HOME DEPOT 1917					
planter boxes VH	62.52	MAINTENANCE & REPAIR	01.468.244	2622116	596 00080

BRC/ISD FINANCIAL SYSTEM 12/16/2005 08:37:19		Schedule of Bills		VILLAGE OF CAROL STREAM GL540R-V06.70 PAGE 24
VENDOR NAME DESCRIPTION	тицома	ACCOUNT NAME	FUND & ACCOUNT CLAIM INVOICE	PO# F/P ID LINE
THIRD MILLENIUM ASSOC IN				

The state of the s

DESCRIPTION	TMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	#144077	10# 171 40 21112
THIRD MILLENIUM ASSOC IN					•
PROGRAMMING CHNGS	56.25	UTILITY BILL PROCESSING	04.410.221	6010	590 00041
PROGRAMMING CHNCS	56.25	UTILITY BILL PROCESSING	04.420.221	6010	590 00042
W&S EPAY-NOV/2005	225.00	UTILITY BILL PROCESSING	04.410.221	6015	461411 P 590 00018
W&S EPAY-NOV/2005	225.00	UTILITY BILL PROCESSING	04,420,221	6015	461411 P 590 00019
W&S BILLS-NOVEMBER	1,148.00	UTILITY BILL PROCESSING	04.410.221	6016	461412 P 590 00038
W&S BILLS-NOVEMBER	1,148.00	UTILITY BILL PROCESSING	04.420.221	6016	461412 P 590 00039
2005 REFUSE COLL INSERT	1,011.52	PUBLIC NOTICES/INFORMATI	01.452.240	6016	590 00040
	3,870.02	*VENDOR TOTAL			
THYSSEN KRUPP ELEVATOR					
Elev Mnt 11/05-1/06	619.52	MAINTENANCE & REPAIR	01.468.244	392637	596 00122
TITAN SUPPLY INC	•				
janitoral supplies VH	606.65	JANITORIAL SUPPLIES	01.468.320	2835	596 00083
TRANS UNION LLC					
INVESTIGATION FUND	84.38	INVESTIGATION FUND	01.466.330	11516403	590 00023
TRANSYSTEMS CORP					
FINAL-LIES RD/FAIR OAKS	4,130.88	ROADWAY CAPITAL IMPROVEM	11.474.486	10(771279)	462207 P 590 00048
PHASE II-LIES RD BIKE PA	8,160.68	ROADWAY CAPITAL IMPROVEM	11.474.486	11(771292)	462220 P 590 00047
	12,291.56	*VENDOR TOTAL			
TWX*ENT WKLY/BESTBUY					
Error in Subscript	24.95	DUES & SUBSCRIPTIONS	01.467.234	99999	596 00208
Error in Subscript	24.95CR	DUES & SUBSCRIPTIONS	01.467.234	9 9999 9	596 00209
	0.00	*VENDOR TOTAL			
U S PAVINĢ					
SNW PLW 12/10/05	4,631.00	SNOW REMOVAL	01.467,266	12/12/05	467179 P 590 00092
SNW PLW-12/08	11,706.50	SNOW REMOVAL	01.467.266	12/12/2005	467179 P 590 00079
	16,337.50	*VENDOR TOTAL			

BRC/ISD FINANCIAL SYSTEM 12/16/2005 08:37:19		Schedule of Bills			VILLAGE OF CAROL STREAM GLS40R-V06.70 PAGE 25
VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CLAIM	INVOICE	PO# F/P ID LINE
UNITED 0162132463144 Nat'l Task Fr Ferraro	188.40	MEETINGS	01.452.222	VAX3GBGK	596 00178
UNITED 0162132702946					

UNITED 0162132463144 Nat'l Task Fr Ferraro	188.40	MEETINGS	01.452.222	VAX3GBGK	596 00178
UNITED 0162132702946 NLC-12/6-11 Ferraro	291.90	MEETINGS	01.452.222	UAM6PXVE	596 00179
ADC-12/G-11 Pelialo	252.50				
UNITED 0162133015049					
NLC-Washington1/25/06	191.91	MEETINGS	01.452.222	UAWT6XSC	596 00182
UPS*1Z203FT30393064874			* ** *** ***	1,000,000,000	596 00169
Radar Repair	7.70	AUTO MAINTENANCE & REPA	1 01.466.212	1 z206ft3039 3	376 00167
US CONF OF MAYORS					
USCM/Washington	500.00	MEETINGS	01.452.222	2006 Mtg	596 00180
VERIZON WIRELESS MESSAGI					
PGR SRV/BLDG DEPT/DEC05	3.59	PAGING	01.464,243	U1-113407	590 00052
PGR SRV/POLICE/DEC05	17.95	PAGING	01.466.243	U1-113407	590 00053
PGR SRV/POLICE/DEC05	25.13	PAGING	01,466,243	U1-113407	590 00054
PGR SRV/POLICE/DEC05	21.54	PAGING	01.466.243	U1-113407	590 00055
PGR SRV/POLICE/DEC05	10.77	PAGING	01.466.243	U1-113407	590 00056
PGR SRV/POLICE/DEC05	7.18	PAGING	01.466.243	U1-113407	590 00057
PGR SRV/POLICE/DEC05	21.54	PAGING	01.466.243	U1-113407	590 00058
PGR SRV/POLICE/DEC05	42.94	PACING	01.466.243	U1-113407	590 00059
PGR SRV/PUBL WKS/DEC05	3.59	PAGING	01.467.243	U1-113407	590 00060
PGR SRV/PUBL WKS/DEC05	50.26	PAGING	01.467.243	U1-113407	590 00061
PGR SRV/PUBL WKS/DEC05	10.77	PAGING	01.467.243	U1-113407	590 00062
PGR SRV/MAINT DEPT/DEC05	7.18	PAGING	01.468.243	U1-113407	590 00063
PGR SRV-ADM/DEC05	7.18	TELEPHONE	01.465.230	U1-113407	590 00064
pgr SRV/GARAGE/DEC05	3.59	EQUIPMENT MAINTENANCE	01.469.284	U1-113407	590 00065
PGR SRV/W&\$/DECOS	32.31	PAGING	04.420.243	U1-113407	590 00066
	265.52	*VENDOR TOTAL			
VERIZON WRLS OT 12KW	00- 07	DADTO MATAMONTANO	01 466 222	3637604701	596 00152
Wireless cards	234.07	RADIO MAINTENANCE	01.466.227	202/004/0%	222 44825

BRC/ISD FINANCIAL SYSTEM

WHOLESALE DIRECT, INC. firebolt strobe

157.74

PARTS PURCHASED

01.469.354

000134560

596 00270

BRC/ISD FINANCIAL SYSTEM 12/16/2005 OB:37:19		Schedule of Bills			GL540R-V	06.70 PAGE 26
VENDOR NAME DESCRIPTION	AMOUNT	ACCOUNT NAME	FUND & ACCOUNT CL	YIW INAOIGE	PŌ#	F/P ID LINE
VETRONIX CORP mastertech repair,frt	752.19	EQUIPMENT MAINTENANCE	01.469.284	90044822		596 00304
VIDEO MASTER INC Village CCTV repair	605.00	OFFICE EQUIPMENT MAINTEN	01 456 226	47750		596 00033
VILLAGE OF CAROL STREAM-	605.00	OFFICE BOOLEMBAI MAINIEM	01.400.220	47730		330 00033
\$RV-10/06-11/01	429.44	HEATING GAS	01.468.277	900-0040		590 00013
WAL MART Hallowween candy	81.00	OPERATING SUPPLIES	01.466.317	09731		596 00155
WALGREEN 00039Q39						
Film-Tree Lighting	68.97	MUNICIPAL PROMOTION	07.433.286	39932514829		596 00095
Adopt a cop Candy	18.39 87.36	OPERATING SUPPLIES *VENDOR TOTAL	01.466.317	39932748425	>1	596 00231
WELLS/DIANE						
REIMB-TOLLS, FUEL-TRNG	74.56	TRAINING	01.466.223	LACROSSE, W	ī	590 00012
WESTERN REMAC INC						
Gvnr Homtwn Award Sgn	220.00	COMMUNITY RELATIONS	01.466.325	Xmas Shari	ng	596 00028
WESTSIDE TRACTOR SALES						
hydraulic cylinder	527.25	PARTS PURCHASED	01.469.354	N24722		596 00271
WHEATON 1 HOUR PHOTO FILM PROCESSING-POLICE	311.90	OPERATING SUPPLIES	01.466.317	11/04/05		590 00034
	311.70	CLEARING DOLLMAND	2 m s - 2 2 2 1 2 m s	,,		
white/robert State Confr-Springrield	78.00	TRAINING	01.466.223	MEALS PR D	IEM	581 00001
			•			

VILLAGE OF CAROL STREAM

BRC/ISD FINANCIAL SYSTEM 12/16/2005 08:37:19		Schedule of Bills			VILLAGE OF GL540R-V06	CAROL STREAM .70 PAGE 27
VENDOR NAME						
DESCRIPTION	TWUOMA	ACCOUNT NAME	FUND & ACCOUNT CLAIR	M INVOICE	PO# F	/P ID LINE
WICKLANDER ZULAWSKI AN			•			
Field Intrw-Dunteman	129.00	TRAINING	01.466.223	Wz130012		596 00236
field intrvw-Schwartz	129.00	TRAINING	01.466.223	WZ130010		596 00234
Field Intrw-fry	129.00	TRAINING	01.466.223	WZ130011	•	596 00235
	387.00	+VENDOR TOTAL				
WW GRAINGER 143						
v belts HVAC	201.14	MAINTENANCE SUPPLIES	01.468.319	6171926855		596 00081
XEROX CAC1						
Mtnce Lease Oct05	1,429.84	COPY EXPENSE	01.465.231	013336694	460129	596 00009

04.420.317

04.420.317

04.420.317

01.467.317

179883000

180229000

180469000

22564620

596 00203

596 00205

596 00206

596 00146

OPERATING SUPPLIES

OPERATING SUPPLIES

OPERATING SUPPLIES

OPERATING SUPPLIES

*VENDOR TOTAL

ZIEBELL WATER SERVICE hydrant parts

hydrant parts

ZZOUNDS.COM

upper & main valves

Case for town center

240.00

396.35

327.19

963.54

155.93

BRC/ISD FINANCIAL SYSTEM 12/16/2005 08:37:19

Schedule of Bills

VILLAGE OF CAROL STREAM GL540R-V06.70 PAGE 28

VENDOR NAME

DESCRIPTION

TRUDOMA

ACCOUNT NAME

FUND & ACCOUNT CLAIM INVOICE

PO# F/P ID LINE

REPORT TOTALS:

367,314.75

RECORDS PRINTED - 000424

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Schedule of Bills

VILLAGE OF CAROL STREAM GLO60S-V06.70 RECAPPAGE GL540R

FUND	RECAP	:

FUND	DESCRIPTION	DISBURSEMENTS
	ONADAL CORPORATE TENT	200.509.34
01	GENERAL CORPORATE FUND	200,309.34
04	WATER & SEWER O/M FUND	133,316.95
OE	MOTOR FUEL TAX FUND	1,581.85
07	CIVIC ENHANCEMENT FUND	310.02
11	CAPITAL IMPROVEMENT FUND	31,596.59
TOTAL	ALL FUNDS	367,314.75

BANK REÇAP:

BANK NAME DISBURSEMENTS

OBR OAK BROOK BANK 367,314.75

TOTAL ALL BANKS 367,314.75

ADDENDUM WARRANTS December 6, 2005 - December 19, 2005

Fund	Check#	Vendor	Description	Amount
		-		
General	АСН	Oak Brook Bank	Payroll Nov 21,2005- Dec 4, 2005	446,733.31
Water & Sewer	ACH	Oak Brook Bank	Payroll Nov 21,2005- Dec 4, 2005	32,110.31
General	ACH	III Funds	IPBC for November, 2005	143,629.91
Water & Sewer	ACH	III Funds	IPBC for November, 2005	11,917.93
				634,391.46

Approved this day of	, 2005
Ву:	
Ross Ferraro - Mayor	
Janice Koester, Village Clerk	

Village of Carol Stream INTER-DEPARTMENTAL MEMO

TO: Mayor & Trustees

FROM: Joseph E. Breinig, Village Manager

DATE: December 13, 2005

RE: January Meeting Dates

The date of the first regularly scheduled meeting in January 2006 would normally be Monday, January 2. This is the date the Village Hall will be closed in observance of New Year's Day. Staff recommends moving the meeting date to Tuesday, January 3.

The date of the second regularly scheduled meeting would normally be Monday, January 16. This is the date that many elected officials and staff members participate in the annual observance of Martin Luther King's birth sponsored by the Outreach Community Center. Rescheduling the second meeting of January to Tuesday, January 17 would allow those officials to fully participate in the celebration.

If the Village Board concurs with moving the January meeting dates to Tuesday, January 3 and Tuesday, January 17, an announcement of the changes will need to be made as well as a vote taken.

VILLAGE OF CAROL STREAM BALANCE SHEET

November 30, 2005

FUND	CASH	INVESTMENTS	OTHER ASSETS	TOTAL ASSETS	LIABILITIES	ADJ.FUND BAL.	LIAB. & EQUITY
·				•			
GENERAL CORPORATE	1,362,133.28	14,853,180.25	2,089,784.36	18,305,097.89	3,080,554.35	15,224,543.54	18,305,097.89
WATER & SEWER	1,195,250.40	9,614,461.23	48,744,744.89	59,554,456.52	6,400,930.30	53,153,526.22	59,554,456.52
MOTOR FUEL TAX	19,998.71	2,432,932.24	18,861.33	2,471,792.28	11,690.10	2,460,102.18	2,471,792.28
CIVIC ENHANCEMENT FUND	133,445.32	333.90	0.00	133,779.22	37.46	133,741.76	133,779.22
GENERAL CORPORATE - CIP		14,008,882.72		14,008,882.72	133,267.62	13,875,615.10	14,008,882.72
GENEVA CROSSING - TIF*	919,917.54	0.00	0.00	919,917.54	0.00	919,917.54	919,917.54
TOTAL	3,630,745.25	40,909,790.34	50,853,390.58	95,393,926.17	9,626,479.83	85,767,446.34	95,393,926.17

^{*} Funds invested in American National Bank money market fund.

VILLAGE OF CAROL STREAM REVENUE / EXPENDITURE STATEMENT FOR 7 MONTHS ENDED NOVEMBER 30, 2005

	REVENUE		EXPENDITURES			NET MONTHLY	
FUND	BUDGET	MONTH	Y.T.D.	BUDGET	MONTH	Y.T.D.	REV EXPEND.
							_
GENERAL CORPORATE	33,553,552	1,416,274.14	9,944,369.21	33,239,366	1,252,930.10	24,071,413.30	163,344.04
WATER & SEWER O/M	9,043,280	650,304.54	5,153,386.93	7,880,450	532,113.29	3,670,068.99	118,191.25
MOTOR FUEL TAX	2,030,890	105,116.69	650,540.75	1,274,890	10,694.97	980,845.75	94,421.72
CIVIC ENHANCEMENT FUND	300,917	26,971.71	226,323.80	300,917	19,975.88	213,442.82	6,995.83
GENERAL CORPORATE - CIP	855,097	36,461.34	14,156,592.49	855,097	7,409.77	280,977.39	29,051.57
GENEVA CROSSING - TIF	4,791,086	56,521.19	4,682,682.03	4,937,962	0.00	4,777,875.72	56,521.19
TOTAL	50,574,822.00	2,291,649.61	34,813,895.21	48,488,682.00	1,823,124.01	33,994,623.97	468,525.60

FISCAL BASIS

	EARNED/MONTH		EAR	DATE	
	2004-05	2005-06	2004-05	2005-06	COLLECTIONS
SALES TAX	456,431.07	500,142.50	1,962,859.92	1,979,013.60	AUG 2005
HOME RULE SALES TAX	153,523.55	177,664.49	636,934.03	712,840.44	AUG 2005
UTILITY TAX - COM ED	144,558.59	147,890.64	944,699.52	1,041,261.51	OCT 2005
UTILITY TAX - TELECOM.	195,092.19	165,859.05	655,456.63	690,068.29	AUG 2005
USE TAX -NATURAL GAS	26,353.72	22,108.79	137,202.06	125,579.83	OCT 2005
INCOME TAX (1)	260,246.35	0.00	847,057.25	651,812.60	AUG 2005

BILLINGS	S/MONTH	BILLINGS/YEAR-TO-DATE		
2004-05	2004-05 2005-06 2004-05		2005-06	
304,624.20	349,022.87	2,555,506.74	2,715,763.72	
169,024.65	219,769.95	1,430,237.45	1,776,183.65	

CASH RECE	IPTS/MONTH	CASH RECEIPTS/YEAR-TO-DATE		
2004-05	2005-06	2004-05	2005-06	

WATER & SEWER 585,779.83 608,211.06 4,137,186.35 4,432,423.50

The Village is on an accrual basis of accounting and financial reporting. This report is for ease of understanding, on a cash basis, which recognizes revenues when collected and expenditures when made.

WATER SEWER

(1) Income Tax receipts from the State were not received in November

^{*} Not a complete year.