

Village of Carol Stream

BOARD MEETING

AGENDA

August 18, 2014

7:30 P.M.

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

B. MINUTES:

1. Approval of the Minutes of the August 4, 2014 Village Board Meeting.

C. LISTENING POST:

1. Addresses from Audience (3 Minutes).

D. PUBLIC HEARINGS:

E. SELECTION OF CONSENT AGENDA:

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

F. BOARD AND COMMISSION REPORTS:

1. PLAN COMMISSION:

- a. **#13352 – Organic Soils – NEC of McNeese Drive and Kuhn Road**
*Zoning Code Text Amendments – Landscape Waste Transfer Facility
Zoning Map Amendment – R-1 to B-3. Continued from August 4,
2014.*

RECOMMENDED APPROVAL 6-0

*Special Use Permit – Landscape Waste Transfer Facility
Variation – Fence Code*

RECOMMENDED APPROVAL SUBJECT TO CONDITIONS 6-0

*Zoning approvals for a landscape waste transfer station to be
located on property leased from the Village of Carol Stream.*

G. OLD BUSINESS:

Village of Carol Stream

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H. STAFF REPORTS AND RECOMMENDATIONS:

1. Award of a Contract for 2014 Crackfilling. *Staff recommends award of contract at the bid unit price to SKC Construction, Inc. in an amount not to exceed \$115,396.00.*
2. Approval to purchase one 2014 Ford Police Interceptor Utility. Staff requests authorization to waive competitive bidding. *Authorization to purchase one 2014 Ford Police Interceptor Utility from Joe Cotton Ford in an amount not to exceed \$24,293.80.*

I. ORDINANCES:

1. Ordinance No. _____ Amending Chapter 16, Article 9, Section 4 of the Carol Stream Zoning Code. *See item F-1a. Continued from August 4, 2014.*
2. Ordinance No. _____ Approving a Zoning Map Amendment to Rezone a 1.17 acre parcel at the Water Reclamation Center from R-1 (Residence District) to B-3 (Service District). *See item F-1a. Continued from August 4, 2014.*
3. Ordinance No. _____ Approving a Special Use Permit to Allow a Landscape Waste Transfer Facility in the B-3 Service District. *See item F-1a. Continued from August 4, 2014.*
4. Ordinance No. _____ Amending Chapter 11, Article 2 of the Code of Ordinances by Decreasing the Class C liquor license by one- Petterspig, LLC d/b/a Piggly Wiggly and Increasing the Class C liquor license by one-Butera Finer Foods, Inc. d/b/a Butera Market (998 W. Army Trail Road)
5. Ordinance No. _____ Amending Chapter 11, Article 2 of the Code of Ordinances by Decreasing the Class A liquor license by one (*Pizzeria Da Nella Due, LLC d/b/a Pizzeria Da Nella, 598 E. North Avenue*)
6. Ordinance No. _____ Amending Chapter 11, Article 2 of the Code of Ordinances by Increasing the Class A liquor license by one (*Caputo's*

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*New Farm Produce-Carol Stream, Inc. d/b/a Caputo's Fresh Markets,
500 E. North Avenue)*

7. Ordinance No. _____ Amending Chapter 11, Article 2 of the Code of Ordinances by Increasing the Class C liquor license by one (*Caputo's New Farm Produce-Carol Stream, Inc. d/b/a Caputo's Fresh Markets, 500 E. North Avenue*)
8. Ordinance No. _____ Amending Chapter 9 of the Carol Stream Code of Ordinances. *Minor revision to Section 9-4-2(A) to clarify the identification of dead, diseased or dying trees as public nuisances.*
9. Ordinance No. _____ Authorizing Renewal of Aggregation Program for Electrical Load. *Authorizing the Mayor or his designee to enter into an Agreement for electric supply aggregation effective February, 2015.*

J. RESOLUTIONS:

1. Resolution No. _____, Declaring Surplus Property Owned by the Village of Carol Stream. *The Public Works and Police Departments seek permission to dispose of concrete saw #562; stone tamper #S28A; Robin Air Tools & Cabinet; 50 misc. vehicle/equipment manuals; Sharp 11 inch TV #P0036PE; RTI refrigerant machine #RRC-760-R134a; Gator #589; seized vehicles: 2000 Nissan Maxima, 2000 Ford Mustang, 1994 Lincoln Continental, 2004 Audi A 4, 2001 GMC Yukon.*
2. Resolution No. _____, Acceptance of Schmale and St. Charles Road Watermain Easements. *Acceptance of new watermain easements along Schmale and St. Charles Roads - Red Apple, 414 S. Schmale Road.*
3. Resolution No. _____, Acceptance of Schmale and St. Charles Road Watermain Easements. *Acceptance of new watermain easements along Schmale and St. Charles Roads -IFMA, 370 S. Schmale Road.*
4. Resolution No. _____, Acceptance of Schmale and St. Charles Road Watermain Easements. *Acceptance of new watermain easements along Schmale and St. Charles Roads - Chad Homes, 24W211 St. Charles Road.*

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5. Resolution No. _____, Authorizing a Lease Agreement with Organic Soils, Inc. to Operate a Landscape Waste Facility. *This Resolution authorizes Organic Soils, Inc. to operate a landscape waste transfer facility on Village owned property off of Kuhn Road adjacent the Water Reclamation Center and specifies terms and conditions for leasing property.*

K. NEW BUSINESS:

L. PAYMENT OF BILLS:

1. Regular Bills: August 5, 2014 through August 18, 2014.
2. Addendum Warrants: August 5, 2014 through August 18, 2014.

M. REPORT OF OFFICERS:

1. Mayor:
2. Trustees:
3. Clerk:
4. Treasurer's Report: Revenue/Expenditure Statements and Balance Sheets.
 - a. Month End June 30, 2014
 - b. Month End July 31, 2014

N. EXECUTIVE SESSION:

O. ADJOURNMENT:

LAST ORDINANCE	2014-08-35	LAST RESOLUTION	2730
NEXT ORDINANCE	2014-08-36	NEXT RESOLUTION	2731

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

August 4, 2014

Mayor Saverino, Sr. called the Regular Meeting of the Board of Trustees to order at 7:30 p.m. and directed Acting Village Clerk Mellor to call the roll.

Present: Mayor Saverino, Sr. and Trustees John LaRocca, Rick Gieser, Mary Frusolone, Don Weiss and Matt McCarthy

Absent: Greg Schwarze and Beth Melody

Also Present: Village Manager Joe Breinig, Village Attorney Jim Rhodes, and Assistant Village Manager Bob Mellor

*All persons physically present at meeting unless noted otherwise

Mayor Saverino, Sr. led those in attendance in the pledge of allegiance.

MINUTES:

Trustee Gieser moved and Trustee LaRocca made the second to approve the Minutes of the July 21, 2014 Village Board Meeting. The results of the roll call vote were as follows:

Ayes: 3 Trustees LaRocca, Gieser and Frusolone

Abstain: 2 Trustees Weiss and McCarthy

Absent: 1 Trustee Schwarze

The motion passed.

LISTENING POST:

- 1. Proclaiming August 11, 2014, Safe Dig/8-1-1 Awareness Day**
Proclamation read by Trustee Frusolone.

2. Addresses from Audience:

a. *Edward J. Rossi, 667 Matthew Lane. Resident since 1975. Mr. Rossi would like to enact an Ordinance prohibiting political signs on public property. Looks trashy and is costly. Having signs in the right-of-way has many safety issues. Many of the towns only allow political signs on private property. Village Attorney Rhodes stated you cannot legislate signs based on content, cannot prohibit political signs and allow garage or yard sale signs.*

b. *Eric Gasber, 517 Nebraska Circle. Regarding the Newport Village common area, we are in the middle of upgrading plans to modernize play areas and improve lighting and safety. We have a plan which will be approved by the Home Owners Association and submitted to the Village of Carol Stream. Improvements to the islands, pool deck, lawn areas and converting tennis courts to basketball courts are pending.*

c. *Jim Kindler, 1N180 Mission Court, Winfield. American Legion Baseball Field. Representing Mission Court. Reviewed the history of attempts to develop adjacent land and concessions made. Claims more and more Legion games, over and above those originally contemplated are "creeping" in. Claims several homes adjacent to the ball field have sold at a much lower cost due to ball field. Fed Ex expansion, Wheaton grammar school traffic and Wheaton College baseball field has "creeped" onto our values of our homes. Reviewed a letter from Mr. McNees to Mayor Saverino in 2012 regarding the baseball facility and its terms of operation.*

d. *Martha Durnil, 1N161 Mission Court, Winfield. Stated the noise is more noticeable with the batting and crowds. Ms. Durnil would like the American Legion to abide by conditions of the original special use. Adverse weather may be every day. Request teams not be allowed to start before 8:00 a.m. vs. 7:00 a.m. requested by the American Legion.*

e. *Jerry Latus, 1N213 Mission Court, Winfield. Early start times and last inning for late games should only be allowed if necessary, due to adverse weather.*

f. *Robert McNees, 195 Hiawatha Drive, representing American Legion Post #76. The request for earlier start times and later end times is based on the Legion's ability to host larger tournaments with required warm-ups. Reviewed current rules and regulations with proposed changes and tournament schedules.*

PUBLIC HEARINGS:

CONSENT AGENDA:

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

Ayes: 5 Trustees LaRocca, Gieser, Frusolone, Weiss and McCarthy

Nays: 0

Absent: 1 Trustee Schwarze

The motion passed.

Trustee McCarthy moved and Trustee Frusolone made the second to place the following items on the Consent Agenda established for this meeting. The results of the roll call vote were as follows:

Ayes: 5 Trustees LaRocca, Gieser, Frusolone, Weiss and McCarthy

Nays: 0

Absent: 1 Trustee Schwarze

The motion passed.

- 1.** Contract awarded for Construction Services-LED Street Light Replacement Project Phase III.
- 2.** Ordinance No. 2014-08-34 approving a Class T Liquor License and a Class V Liquor License to GTP 258, Inc. d/b/a GAMETIME PUB, 258 County Farm Road.
- 3.** Appointment of Dee Spink to the Plan Commission/Zoning Board of Appeals for a term expiring October 31, 2018.
- 4.** Sound Amplification Permit-Waiver of Fee approved for The Roca De Salvacion Church, event to be held at Community Park.
- 5.** Payment of Regular & Addendum Warrant of Bills.
- 6.** Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month End-May 31, 2014.

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

Ayes: 5 Trustees LaRocca, Gieser, Frusolone, Weiss and McCarthy

Nays: 0

Absent: 1 Trustee Schwarze

The motion passed.

The following are brief descriptions of those items approved on the Consent Agenda for this meeting.

Award of a Contract for Construction Services-LED Street Light Replacement Project Phase III:

The Village Board awarded a contract to Utility Dynamics Corporation in an amount not to exceed \$292,122.00 for construction of the LED Street Light Replacement Project Phase III.

Ordinance No. 2014-08-34 Amending Code of Ordinances by increasing the Class T and Class V Liquor Licenses by one:

The Village Board approved Ordinance No. 2014-08-34 amending Chapter 11, Article 2 of the Code of Ordinances by granting a Class T and a Class V liquor license to GTP 258 Inc. d/b/a GAMETIME PUB, 258 County Farm Road.

Appointment to the Plan Commission/Zoning Board of Appeals:

The Village Board approved a recommendation to re-appoint Dee Spink to the Plan Commission/Zoning Board of Appeals for a term expiring October 31, 2018.

Sound Amplification Permit-Request for Waiver of Fee:

The Village Board approved the waiver of fee for the Sound Amplification Permit for Roca De Salvacion Church event to be held at Community Park.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved the payment of the Regular Bills dated August 4, 2014 in the amount of \$798,876.49. The Village Board approved the payment of the Addendum Warrant of Bills from July 22, 2014 thru August 4, 2014 in the amount of \$519,747.21.

Treasurer's Report:

The Village Board received the Revenue/Expenditure Statement and Balance Sheet, Month End, May 31, 2014.

Ordinance No. 2014-08-35 Amending Conditions of Approval of Ordinance No. 2012-03-09:

The Village Board approved Ordinance No. 2014-08-35 amending conditions of approval of Ordinance No. 2012-03-09, which approved Amendments to a Special Use Permit to allow Baseball Facility Improvements Accessory to the American Legion Hall Use in the B-2 General Retail District. (American Legion Post #76-570 S. Gary Avenue).

Trustee Gieser is concerned with the direction of lighting facing homes. Bob McNees will look into the lighting and a report will be provided within the next month with results.

Trustee McCarthy questioning the definition of adverse weather. Does that mean the day before? Bob McNees stated bad weather could cause more games to start earlier to get them all in.

Trustee Weiss: Attended July 14 Plan Commission. It is a unique area which abuts residential area and a recreational facility. No meetings have taken place to work things out together. Landscaping was supposed to go in as a buffer on Mission Court, don't know if that has been completed.

Bob McNees stated there should be dialogue and written correspondence to Mission Court, but have not heard a response. The western most parking lot will have additional screening in place. This has not been done yet due to the parking lot needing to be paved.

Trustee McCarthy moved and Trustee Frusolone made the second to amend Ordinance No. 2014-08-35 Amending Conditions of Approval of Ordinance 2012-03-09, which approved Amendments to a Special Use Permit to allow Baseball Facility Improvements Accessory to the American Legion Hall Use in the B-2 General Retail District. The results of the roll call vote were as follows:

Ayes: 5 Trustees LaRocca, Gieser, Frusolone, Weiss and McCarthy

Nays: 0

Absent: 1 Trustee Schwarze

The motion passed.

the update. The Political Signs issue that bothers me is how long they stay out after the election.

Trustee Weiss No Report

Trustee McCarthy agrees with what was said by other Trustees. Thursday's concert is 5 guys named Moe and Alberto's Restaurant. Still looking for youth council members. Thank you to Police and Fire for the escort of returning vet Matt Steinman

Village Manager Breinig reminded residents to call 8-1-1/Julie before digging, materials are available for our residents.

Mayor Saverino stated American Sales-Burger Battle was fabulous. Thank you to American Sales for hosting the event and to residents who purchased items. Communication is very important to get results regarding American Legion and Mission Court. Construction in Carol Stream is high. Shop Carol Stream.

At 9:00 p.m. Trustee McCarthy moved and Trustee Frusolone made the second to adjourn the meeting. The results of the roll call vote were as follows:

<i>Ayes:</i>	<i>5</i>	<i>Trustees LaRocca, Gieser, Frusolone, Weiss and McCarthy</i>
<i>Nays:</i>	<i>0</i>	
<i>Absent:</i>	<i>1</i>	<i>Trustee Schwarze</i>

The motion passed.

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

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

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

DATE: July 30, 2014

RE: **Agenda Item for the Village Board meeting of August 4, 2014 (UPDATED)**
PC/ZBA Case 13352, Organic Soils, Inc. – NE Corner of Kuhn Road and McNees Drive
Zoning Code Text Amendment for *Landscape Waste Transfer Facility*, Special Use Permit
for *Landscape Waste Transfer Facility*, Zoning Map Amendment from R-1 to B-3, and a
Fence Code Variation

UPDATE – This item was on the Village Board’s July 21, 2014, meeting agenda, with a staff recommendation for the Board to table the item to allow completion of the lease agreement between the Village and Organic Soils. The lease agreement is now ready for review and action by the Village Board as a separate agenda item.

Staff has also been in discussions with the applicant regarding a Plan Commission member’s question during the July 14 Plan Commission meeting. The Commissioner asked the applicant whether Carol Stream residents would be allowed to bring their own landscape waste directly to the proposed Landscape Waste Transfer Facility (LWTF) for disposal, and the applicant responded that they would accept landscape waste directly from residents. Following the Plan Commission meeting, staff informed the applicant that their application materials had not referenced the acceptance of landscape waste directly from residents, and that this possibility had not been discussed with staff. We advised the applicant that staff would have safety and operational concerns with automobile traffic maneuvering on-site in the midst of garbage (packer) trucks, transfer trailers and the front end loader. We indicated that staff could not support the practice of residents bringing their own yard waste to the LWTF without further review and possible site design modifications. In response, as set forth in the attached letter dated July 22, 2014, the applicant has stated that they will not accept landscape waste directly from residents, and that they are agreeable to a condition in the special use ordinance expressly prohibiting such activity. The special use ordinance in the Village Board packet has been amended to include a condition prohibiting the direct disposal of landscape waste at the LWTF by residents.

Dave Gravel, Vice President of Organic Soils, Inc., has filed applications for the zoning approvals needed to allow for the establishment of a Landscape Waste Transfer Facility (LWTF) on a proposed 1.17-acre lot that Organic Soils is seeking to lease from the Village at the northeast corner of the intersection of Kuhn Road and McNees Drive, which is the private driveway serving the *Thomas R. Vinson Water Reclamation Center*. The Village Board may recall that Mr. Gravel presented the conceptual development and operational plan for the LWTF at a joint workshop meeting of the Village Board and Plan Commission in July of 2013.

The LWTF would serve as a landscape waste drop off site for municipal franchise waste haulers and landscape contractors. Only clean landscape waste materials (brush, leaves and grass clippings) would be accepted at the site. No composting of landscape material will take place on site, as the Illinois EPA permit under which the LWTF would operate requires that all landscape material deposited at the site must be removed within 24 hours of arrival. A front end loader would scoop up landscape waste material and deposit it in an open transfer trailer. Once full, the transfer trailer would be driven to Green Organics’ composting facility in Bristol, Illinois.

Landscape Waste Transfer Facility is not currently listed as an allowable use in any Village zoning district, and so the applicant is seeking a Zoning Code text amendment to add the use as an allowable special use in the B-3 Service District. The applicant is concurrently seeking approval of a special use permit for a LWTF, for a Zoning Map amendment to rezone the proposed 1.17-acre lease parcel from R-1 to B-3, and of a Fence Code Variation to allow the proposed seven foot tall solid wooden fence that would enclose the site to be installed further forward on the lot than the principal building. As a point of information, Organic Soils is also seeking approval of a Plat of Subdivision to create a separate and distinct lot for the proposed LWTF use. The plat will be forwarded to the Village Board in the future once the project has received final engineering approval.

The staff report presenting the requests, with supporting documentation, was transmitted to the Village Board with the Plan Commission/Zoning Board of Appeals (PC/ZBA) packet on July 11, 2014. At their July 14, 2014, meeting, by a vote of 6-0, the PC/ZBA recommended approval of the Zoning Code text amendment to add *landscape waste transfer facility* as an allowable special use in the B-3 District, and also recommended approval of the Zoning Map amendment to rezone the proposed LWTF property from R-1 to B-3. Also by a 6-0 vote, the PC/ZBA recommended approval of the special use permit for a *landscape waste transfer facility* and of the Plat of Subdivision, subject to the conditions listed in the staff report plus the additional condition that the supplies needed to clean up and contain any contaminated materials inadvertently deposited at the site must be kept on site. Finally, the PC/ZBA approved the Fence Code variation by a 6-0 vote. As noted, the various requests were placed on the July 21 Village Board agenda, and the Village Board tabled consideration of the requests to allow for completion of the necessary lease agreement.

If the Village Board concurs with the PC/ZBA recommendation regarding the Zoning Map Amendment and Zoning Code Text Amendment, they should approve the map and text amendments and adopt the necessary ordinances. If the Village Board concurs with the PC/ZBA recommendation regarding the Special Use Permit to allow a Landscape Waste Transfer Facility, the Board should approve the Special Use Permit, subject to the conditions contained in the ordinance including the additional condition prohibiting the direct disposal of landscape waste by residents, and adopt the necessary ordinance.

DTB:db

c: Dave Gravel, Vice President of Organic Soils (via e-mail)

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Organic Soils, Inc.

July 22, 2014

Village of Carol Stream

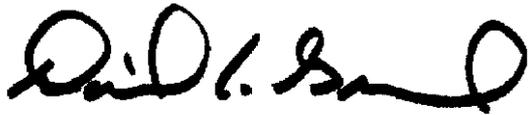
Attn: Mr. Don Bastian,
Assistant Community Development Director
500 N. Gary Avenue
Carol Stream, IL 60188

Re: Landscape Waste Transfer Facility (LWTF) Clarification

Pursuant to village staff's request, Organic Soils Inc. stipulates that it will not accept landscape waste directly from residents.

Furthermore, Organic Soils would not object to the Village Board adding such a limitation to the Special Use Ordinance for the LWTF.

Respectfully

A handwritten signature in black ink, appearing to read "David Gravel". The signature is fluid and cursive, with a large initial "D" and "G".

David Gravel
Vice President

Village Of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: Adam Frederick, Civil Engineer II 
DATE: August 13, 2014
RE: **Award of Contract - 2014 Crackfilling Contract**

On August 13th at 11:00 a.m. Engineering Staff opened bids for the referenced project. The following bids were read aloud:

SKC Construction, Inc., West Dundee, IL	\$ 115,396.00
Engineer's Estimate and Budget	\$ 129,000.00

It is apparent that out of state contractors are no longer bidding due to the "Employment of Illinois Workers on Public Works Act". This law requires that in times of high unemployment (over 5%) public works projects using State of Illinois funding must use 90% Illinois labor. The latest figure for the Illinois unemployment rate is at 7.9%. Low bidders from previous years from out of state cannot meet this requirement.

The only bid received was under the budget and the Engineer's Estimate of \$129,000.00 by \$13,604.00 (10.5%).

Staff therefore recommends award of the contract to SKC Construction, Inc. at the bid unit prices submitted.

Attachments (Bid Tabs)

cc: James T. Knudsen, Director of Engineering Services
William N. Cleveland, Assistant Village Engineer
Jon Batek, Finance Director
Phil Modaff, Director of Public Works

**Bid Tabulation
2014 Crackfilling
Bid Opened
8/13/14**

Item #	ITEM	UNIT	QTY	Village of Carol Stream Engineering Dept.		SKC Construction, Inc. Des Plaines, IL	
				UNIT COST	AMOUNT	UNIT COST	AMOUNT
1	Fiber - Asphalt	LB	71,200	\$1.75	\$124,600.00	\$1.58	\$112,496.00
2	Fine Aggregate (FA-6)	TON	20	\$50.00	\$1,000.00	\$20.00	\$400.00
3	Traffic Control and Protection	LS	1	\$3,400.00	\$3,400.00	\$2,500.00	\$2,500.00
	Total Estimate Maintenance Cost				\$129,000.00		\$115,396.00



Carol Stream Police Department

Intradepartmental Memo

TO: Joe Breinig
FROM: AC E. Sailer
DATE: August 13, 2014
RE: Approval to purchase squad car

The Police Department requests approval to purchase one (1) patrol squad vehicle from Joe Cotton Ford.

The department has identified the need to replace squad 633, a 2003 Ford Crown Victoria that has reached the end of its service life. This vehicle is 11 years old and it is no longer cost effective to remain in the fleet. Squad 633 will eventually be auctioned as it has no viable utility to the Village.

Staff requests authorization to waive competitive bidding to purchase one (1) 2014 Ford Police Interceptor Utility at a cost of \$24,293.80. This vehicle was used as a demo and has less than 300 miles. This price is less than state bid and does not exceed the proposed budget amount.

ORDINANCE NO. 2014-__ -__

**AN ORDINANCE AMENDING CHAPTER 16 OF THE MUNICIPAL CODE
OF THE VILLAGE OF CAROL STREAM
(ZONING CODE)**

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

SECTION 1: That Chapter 16, Article 9, Section 4 of the Carol Stream Zoning Code is hereby amended as follows:

§ 16-9-4 B-3 SERVICE DISTRICT.

(C) *Special uses.*

(17) Landscape waste transfer station, provided:

1. The use shall not be located in conjunction with a greenhouse, landscape nursery, garden supply, landscape contractor or other such use on the same site.
2. The site shall be located not less than 500 feet from any existing residential property, as measured from lot line to lot line.
3. The operator shall have obtained all required permits, licensing and certifications required by the Illinois Environmental Protection Agency to operate a landscape waste transfer station.
4. The use may include accessory uses that are judged ancillary and customary to the operation of a landscape waste transfer station, such as outdoor storage of supplies and equipment, onsite equipment maintenance and repair, and above-ground fuel storage.

SECTION 2: That Chapter 16, Article 18, Section 1 of the Carol Stream Zoning Code is hereby amended as follows:

§ 16-18-1 DEFINITIONS.

TRANSFER FACILITY, LANDSCAPE WASTE. A facility at which landscape waste is deposited and loaded onto transfer trailers, to be transported off-site for disposal or processing.

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

PASSED AND APPROVED THIS ___th DAY OF _____, 2014.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

ATTEST:

Beth Melody, Village Clerk

**AN ORDINANCE APPROVING A ZONING MAP AMENDMENT TO REZONE
PROPERTY FROM R-1 ONE-FAMILY RESIDENCE DISTRICT TO
B-3 SERVICE DISTRICT
(NORTHEAST CORNER OF KUHN ROAD AND MCNEES DRIVE)**

WHEREAS, Dave Gravel, Vice President of Organic Soils, Inc., hereinafter referred to as the Petitioner, has represented to the Village of Carol Stream that Organic Soils, Inc. desires to enter into a lease agreement with the Village of Carol Stream, to lease the parcel of property as legally described in Section 1 herein (the Property), for the purpose of operating a landscape waste transfer facility on the Property; and

WHEREAS, the Petitioner has petitioned the Village of Carol Stream for a Zoning Map Amendment to rezone the Property from R-1 One-Family Residence District to B-3 Service District; and

WHEREAS, pursuant to Section 16-15-7 of the Carol Stream Code of Ordinances, the Combined Plan Commission/Zoning Board of Appeals, at a regular meeting thereof, held a public hearing on the above petition on July 14, 2014, following proper legal notice of said public hearing, after which the Commission voted to recommend to the Mayor and Board of Trustees of the Village that the Zoning Map Amendment be approved; and

WHEREAS, the Combined Plan Commission/Zoning Board of Appeals has filed its Findings and Recommendations regarding the Zoning Map Amendment with the Mayor and Board of Trustees, and the Mayor and Board of Trustees have duly considered said Findings and Recommendations.

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

SECTION 1: The 1.17-acre parcel legally described below (the Property) is hereby granted a Zoning Map Amendment rezoning the Property from R-1 One-Family Residence District to B-3 Service District.

LEGAL DESCRIPTION OF THE PROPERTY:

THAT PART OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 31; THENCE SOUTH 00 DEGREES 12 MINUTES 13 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 31, 2632.90 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 47 SECONDS EAST, 33.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 47 MINUTES 47 SECONDS EAST ALONG THE LAST DESCRIBED COURSE, 278.00 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 13 SECONDS EAST, 211.08 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 47 SECONDS WEST, 47.62 FEET TO A POINT CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 115.00 FEET, A CHORD OF 31.42 FEET AND A CHORD BEARING OF NORTH 82 DEGREES 21 MINUTES 09 SECONDS WEST, AN ARC DISTANCE OF 31.52 FEET; THENCE NORTH 74 DEGREES 30 MINUTES 06 SECONDS WEST, 116.28 FEET TO A POINT CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 290.00 FEET, A CHORD OF 79.23 FEET AND A CHORD BEARING OF NORTH 82 DEGREES 21 MINUTES 09 SECONDS WEST, AN ARC DISTANCE OF 79.47 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 47 SECONDS WEST, 8.83 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 13 SECONDS WEST, 164.50 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

SECTION 2: The approval of the Map Amendment rezoning the Property as provided in Section 1 herein has been granted based solely upon the representation of the Petitioner that it shall execute and enter into a lease agreement to operate a landscape waste transfer facility on the Property. Therefore, the rezoning granted in Section 1 herein is specifically conditioned upon the Petitioner entering into said lease agreement and pursuing and receiving all necessary permits and approvals from the Village, County and State to operate a landscape waste transfer facility on the Property herein within one year of the date of this Ordinance. Should the Petitioner fail to execute and enter into a lease agreement with the Village, and obtain all required permits and approvals to operate a landscape waste transfer facility on the Property

within one year of the date of this Ordinance, this Ordinance shall have no further force and effect and the zoning on said Property shall revert back to R-1 One-Family Residence District.

SECTION 3: This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form, provided, however, that this Ordinance is executed by the owners 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 in the discretion of the corporate authorities, by motion.

PASSED AND APPROVED THIS __th DAY OF _____, 2014.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

ATTEST:

Beth Melody, Village Clerk

I, _____, being the owner/party in interest of the property legally described in this ordinance, do hereby accept, concur, and agree to develop and use the subject property in accordance with the terms and conditions of this Ordinance, and I understand that if I do not do so, I am subject to the penalties set forth in Section 16-17-7 A and B of the Carol Stream Code of Ordinances.

Date

Owner/Party In Interest

ORDINANCE NO. 2014-__-__c

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT
TO ALLOW A LANDSCAPE WASTE TRANSFER FACILITY
IN THE B-3 SERVICE DISTRICT
(ORGANIC SOILS, INC., NE CORNER KUHN ROAD & MCNEES DRIVE)**

WHEREAS, Dave Gravel, Vice President of Organic Soils, Inc., hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a Special Use Permit to allow for a *landscape waste transfer facility* in the B-3 Service District, as provided in Section 16-9-4(C)(17) of the Carol Stream Code of Ordinances, on the property legally described in Section 2 herein and commonly known as the northeast corner of Kuhn Road and McNees Drive, in Carol Stream, Illinois; and

WHEREAS, pursuant to Section 16-15-8 of the Carol Stream Code of Ordinances, the Combined Plan Commission/Zoning Board of Appeals at a regular meeting thereof, held a public hearing on the above petition on July 14, 2014, following proper legal notice of said public hearing, after which the Commission voted to recommend to the Mayor and Board of Trustees of the Village that a Special Use Permit be approved; and

WHEREAS, the Combined Plan Commission/Zoning Board of Appeals has filed its Findings and Recommendations regarding the Special Use Permit with the Mayor and Board of Trustees, and the Mayor and Board of Trustees have duly considered said Findings and Recommendations.

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

SECTION 1:

The Mayor and Board of Trustees of the Village, after examining the Petition for a Special Use and the Findings and Recommendations of the Combined Plan Commission/Zoning Board of Appeals, have determined and find that the requested Special Use Permit:

1. Is deemed necessary for the public convenience at the location.
2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort, or general welfare.
3. Will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.
4. Will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
5. Will provide adequate utilities, access roads, drainage, and other important and necessary community facilities.

6. Will conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Board of Trustees.

SECTION 2:

A Special Use Permit is hereby approved and granted, subject to the conditions set forth in Section 3, to allow a *landscape waste transfer facility* upon the real estate commonly known as the northeast corner of Kuhn Road and McNees Drive, in Carol Stream, Illinois, and legally described as follows:

THAT PART OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 31; THENCE SOUTH 00 DEGREES 12 MINUTES 13 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 31, 2632.90 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 47 SECONDS EAST, 33.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 47 MINUTES 47 SECONDS EAST ALONG THE LAST DESCRIBED COURSE, 278.00 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 13 SECONDS EAST, 211.08 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 47 SECONDS WEST, 47.62 FEET TO A POINT CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 115.00 FEET, A CHORD OF 31.42 FEET AND A CHORD BEARING OF NORTH 82 DEGREES 21 MINUTES 09 SECONDS WEST, AN ARC DISTANCE OF 31.52 FEET; THENCE NORTH 74 DEGREES 30 MINUTES 06 SECONDS WEST, 116.28 FEET TO A POINT CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 290.00 FEET, A CHORD OF 79.23 FEET AND A CHORD BEARING OF NORTH 82 DEGREES 21 MINUTES 09 SECONDS WEST, AN ARC DISTANCE OF 79.47 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 47 SECONDS WEST, 8.83 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 13 SECONDS WEST, 164.50 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

SECTION 3:

The approval of the Special Use Permit for a *landscape waste transfer facility* granted in Section 1 herein is subject to the facility generally being designed and operated in accordance with the attached exhibits including the Overall Site Plan and Enlarged Site Plan (Exhibits A-1 and A-2), Circulation Plans (Exhibits B-1 and B-2), Packer Truck Circulation Schedule (Exhibit C), Landscape Plan (Exhibit D), Lighting Plan (Exhibit E), Sign Plan (Exhibit F), and Building Elevation and Renderings (Exhibit G-1 and G-2), prepared by Enon Hill Design & Development, dated June 23, 2014, and with the facility being operated and the site being maintained in accordance with the following conditions:

1. That the site improvements, including but not limited to the office building, fencing, landscaping, parking lot lighting, and signage, must comply with the attached plans and exhibits, with the exception of any modifications noted herein or approved by staff;

2. That the landscape materials must be installed as shown on the landscape plan, and all landscape materials must be maintained in a healthy condition, with dead or dying materials being replaced in accordance with the approved plan on an annual basis;
3. That all landscape waste material must be completely removed from the dumping floor surface at the end of each business day and must be placed in a transfer trailer, and the transfer trailer must be fitted with a tarp so as to reduce odors and wind-blown debris leaving the site;
4. That absolutely no composting of landscape materials may occur on the property, and that all landscape materials must be removed from the LWTF property within 24 hours of being brought to the property;
5. That the facility may only operate between the hours of 7:00 am and 4:00 pm Monday through Friday, and between the hours of 7:00 am and 12:00 pm on Saturday. In addition, the facility may be open for business generally between March 15 and December 15 each year;
6. That, in general, the facility shall only accept landscape waste materials from commercial waste haulers, landscape contractors and the Village, and landscape waste from Carol Stream residents or other private parties will not be accepted;
7. That no on-site storage or parking of transfer trailers may occur during the off-season period when the facility is closed. In addition, the LWTF site may not be used for any other vehicle or equipment storage not related to LWTF operations;
8. That the facility must obtain and maintain any and all required approvals from the Illinois Environmental Protection Agency and/or Illinois Pollution Control Board, with respect to the construction, operation and eventual decommissioning of the facility;
9. That permits must be received for any and all facilities requiring review and approval by the Office of the State Fire Marshal, including but not limited to the proposed aboveground fuel tank;
10. That the on-site LWTF employees must monitor inbound and outbound traffic conditions, and must ensure that regular vehicle stacking or queuing does not occur on Kuhn Road;
11. That vehicles are prohibited from backing into the LWTF site off of Kuhn Road;
12. That the steel tube across the access drive into the LWTF near Kuhn Road must be locked at all times when the facility is closed;

13. That the applicant and/or operator of the LWTF will be responsible for cleaning up and properly disposing of any unauthorized dumping that takes place on the LWTF site;
14. That the applicant/operator must provide a video surveillance system of the site;
15. That transfer trailers serving the LWTF must travel to the LWTF site from Kuhn Road via North Avenue, and must not utilize Kuhn Road north of the LWTF property;
16. That the applicant must modify the design of the fence to provide a double-wall solid wooden fence, and must submit plans to Village staff for further review. The applicant agrees, at the request of the Village, to supply an updated Noise Impact Assessment Report that takes into account the modified fence design;
17. That the proposed portable office trailer must comply with all applicable building and fire codes, and with the requirements of the Illinois Accessibility Code;
18. The automobile parking spaces must be striped in accordance with the Village's looped parking space striping detail, and must meet the dimensional requirements set forth in the Village Code, and the accessible parking space must comply with the requirements of the Illinois Accessibility Code;
19. That in completing the Plat of Subdivision, the dashed line parallel to and just east of the Kuhn Road right-of-way line should be identified as an existing public utility easement, a list of the taxing bodies applicable to the property must be added to the Plat;
20. That the final site grading and engineering must comply with the requirements of the DuPage County Countywide Stormwater and Flood Plain Ordinance, which may result in the need for modifications to the site plan;
21. That no storage of any kind may take place outside of the fenced portion of the LWTF site;
22. That the LWTF operator must maintain the equipment and supplies on-site needed to properly contain, clean up, and dispose of contaminated or unacceptable material that may be brought to the site; and
23. That the facility must comply with all state, county, and Village codes and requirements.

SECTION 4:

This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form, provided, however, that this Ordinance is executed by the owners 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 in the discretion of the corporate authorities, by motion.

SECTION 5:

The failure of the owner or other party in interest, or a subsequent owner or other party in interest, to strictly comply with the terms and conditions of this Ordinance, after execution of this Ordinance, shall subject the owner or party in interest to the penalties set forth in Section 16-17-7 A and B of the Carol Stream Code of Ordinances, and/or termination of the special use permit after notice and public hearing in accordance with the procedures required by the Carol Stream Code of Ordinances.

PASSED AND APPROVED THIS ___th DAY OF _____, 2014.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

ATTEST:

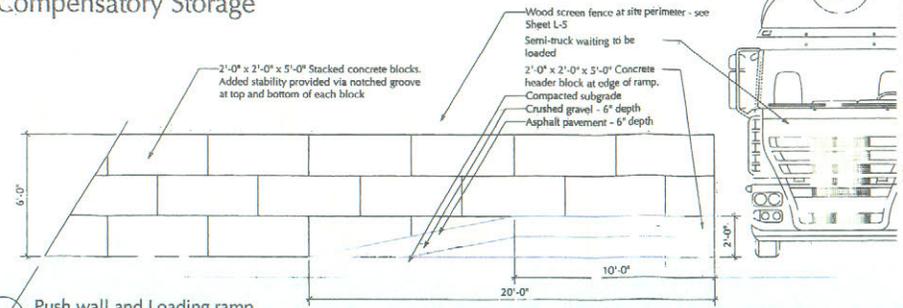
Beth Melody, Village Clerk

I, _____, being the owner/party in interest of the property legally described in this ordinance, do hereby accept, concur, and agree to develop and use the subject property in accordance with the terms and conditions of this Ordinance, and I understand that if I do not do so, I am subject to the penalties set forth in Section 16-17-7 A and B of the Carol Stream Code of Ordinances, and/or termination of the special use permit.

Date

Owner/Party In Interest

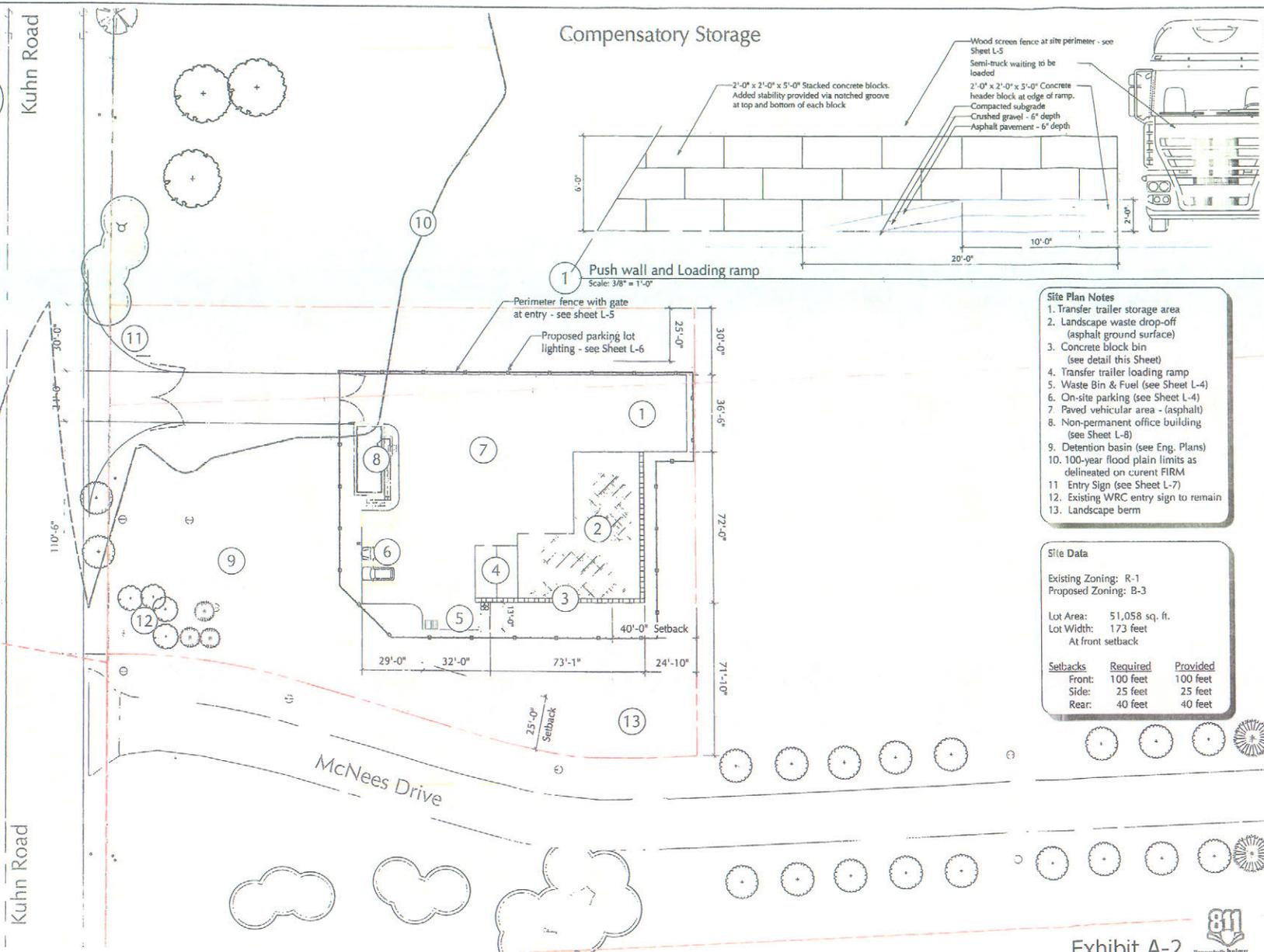
Compensatory Storage



Prepared: Dec. 28, 2013
Revised: March 31, 2014
Revised: June 23, 2014

1 Push wall and Loading ramp

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



- Site Plan Notes**
1. Transfer trailer storage area
 2. Landscape waste drop-off (asphalt ground surface)
 3. Concrete block bin (see detail this sheet)
 4. Transfer trailer loading ramp
 5. Waste Bin & Fuel (see Sheet L-4)
 6. On-site parking (see Sheet L-4)
 7. Paved vehicular area - (asphalt)
 8. Non-permanent office building (see Sheet L-8)
 9. Detention basin (see Eng. Plans)
 10. 100-year flood plain limits as delineated on current FIRM
 11. Entry Sign (see Sheet L-7)
 12. Existing WRC entry sign to remain
 13. Landscape berm

Site Data

Existing Zoning: R-1
Proposed Zoning: B-3

Lot Area: 51,058 sq. ft.
Lot Width: 173 feet
At front setback

Setbacks	Required	Provided
Front:	100 feet	100 feet
Side:	25 feet	25 feet
Rear:	40 feet	40 feet

Landscape Transfer Facility
 Village of Carol Stream Wastewater Treatment Facility
 Carol Stream, IL
 Green Organics, Inc.

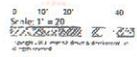
enon hill
design & development, inc.

610.800.8162
630.748.4701 fax
land planning
landscape architecture
land development

Enlarged Site Plan
L-2



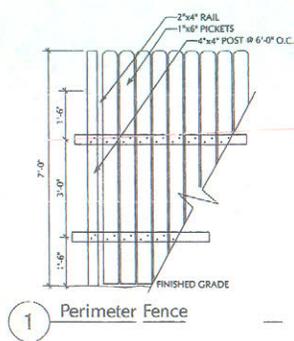
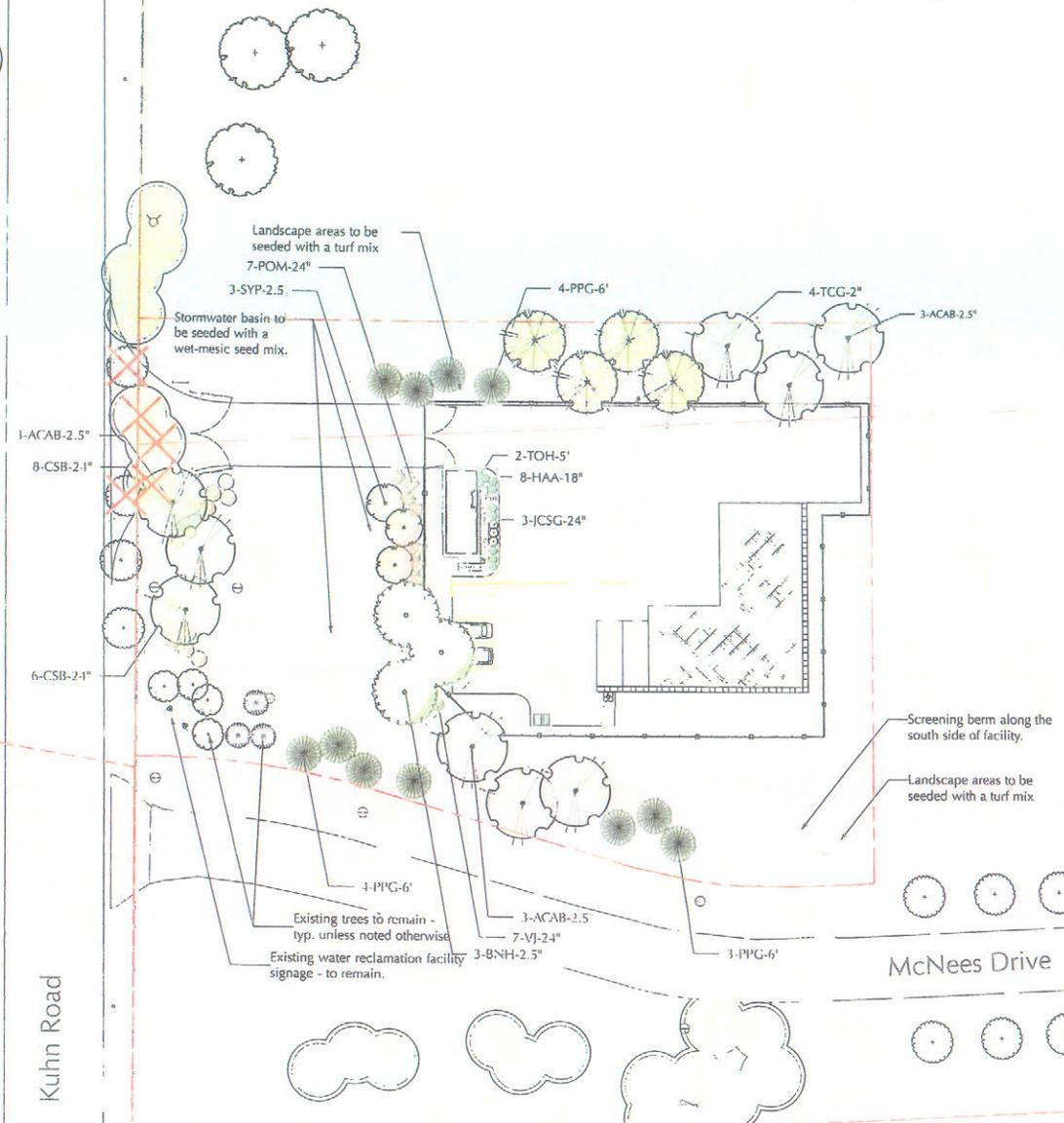
Exhibit A-2



Compensatory Storage

ID	QTY	SIZE	LATIN NAME	COMMON NAME
Deciduous Trees				
ACAB-2.5"	9	2.5" cal	Acer x freemanii 'Autumn Blaze'	Autumn Blaze Maple
BNH-2.5"	3	2.5" cal	Betula nigra 'Heritage'	Heritage River Birch (R)
TCG-2"	4	2" cal	Tilia cordata 'Greenspire'	Greenspire Littleleaf Linden
Evergreen Trees				
PPG-6'	11	6' ht	Picea pungens var. glauca	Colorado Spruce, Blue Spruce
Ornamental Trees				
SYP-2.5	3	2.5" cal	Syringa pekinensis 'Morton'	Peking Lilac, China Snow Tree
Shrubs - Deciduous				
CSB-24"	14	24" ht	Cornus sericea 'Bailei'	Bailey's Red Twigged Dogwood
HAA-18"	8	18" ht	Hydrangea arborescens 'Annabelle'	Annabelle Hydrangea
POM-24"	7	24" ht	Physocarpus opulifolius 'Diablo'	Diablo Ninebark (R)
VJ-24"	7	24" ht	Viburnum x juddi	Judd Viburnum
Shrubs - Evergreen				
JCSG-24"	3	24" dia.	Juniperus chinensis 'Sea Green'	Sea Green Juniper
TOH-5"	2	5" ht	Thuja occidentalis 'Holmstrup'	Holmstrup Arborvitae

Prepared: Dec. 28, 2013
 Revised: March 31, 2014
 Rechecked: June 23, 2014



1 Perimeter Fence

Landscape Transfer Facility
 Village of Carol Stream Wastewater Treatment Facility
 Carol Stream, IL
 Green Organics, Inc.

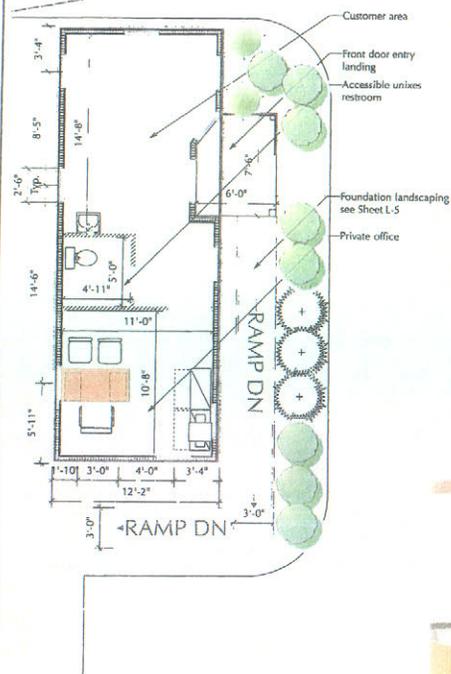
enon hill
 design & development, inc.
 610.800.8162
 630.748.4701 fax
 land planning
 landscape architecture
 land development
 Landscape Plan
 L-5



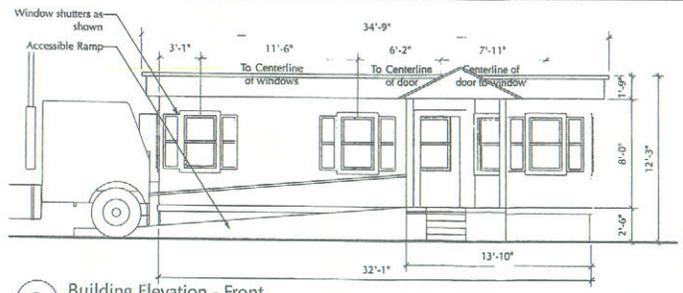
Exhibit D

Kuhn Road

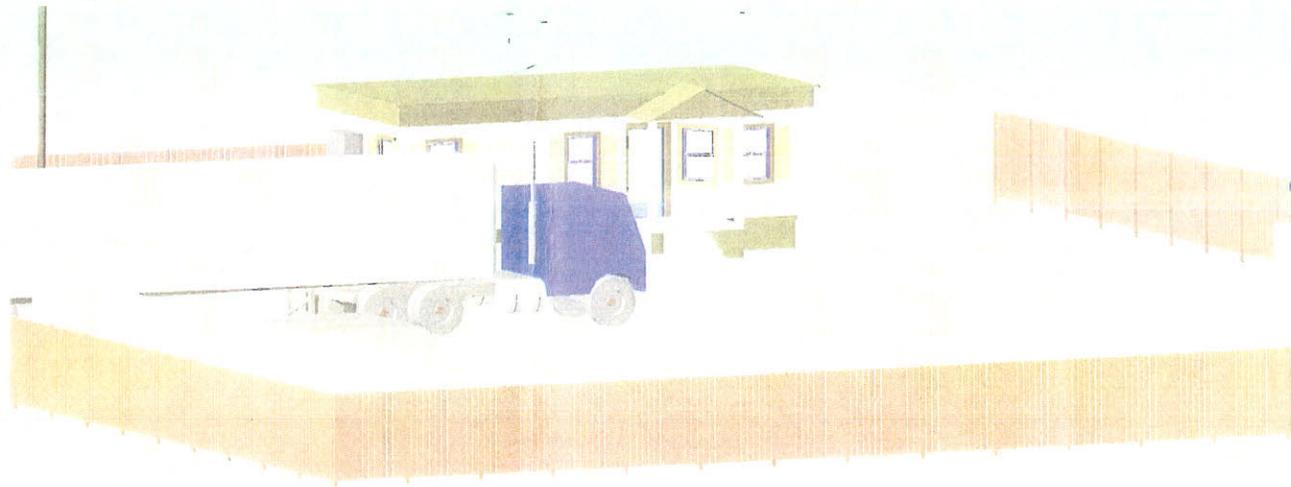
McNeese Drive



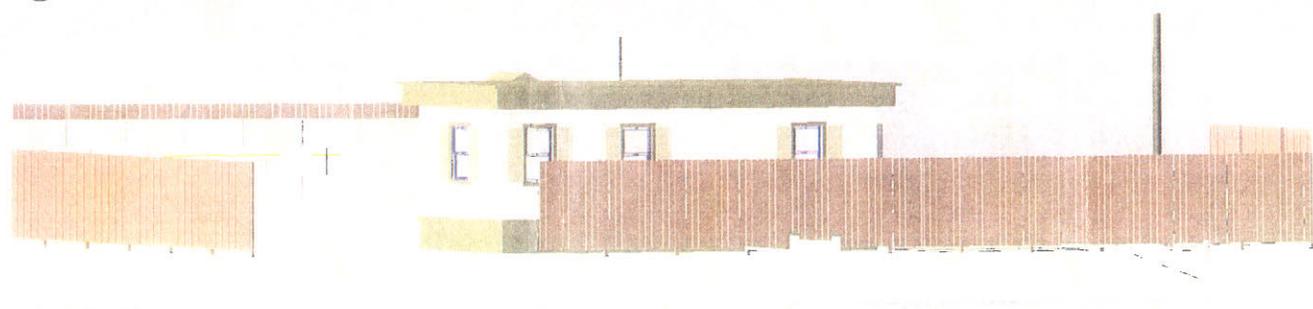
1 Building Plan
Scale: 1/4" = 1'-0"



2 Building Elevation - Front
Scale: 1/4" = 1'-0"



3 Looking to the Northwest
Scale: 1/4" = 1'-0"



4 Looking to the Southeast
Scale: 1/4" = 1'-0"

Prepared: Dec. 20, 2013
Revised: March 31, 2014
Revised: June 23, 2014

Landscape Transfer Facility
Village of Carol Stream Wastewater Treatment Facility
Carol Stream, IL
Green Organics, Inc.

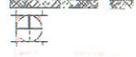
enon hill
design & development, inc.

630.883.8363
630.248.4701 fax

land planning
landscape architecture
land development

Building Plan

L-8



0 10 20
Scale: 1" = 20'



1 Looking to the Northeast



3 Looking to the Southeast
Scale: 1" = 100'

Landscaper Transfer Facility
Village of Carol Stream Wastewater Treatment Facility
Carol Stream, IL
Green Organics, Inc.

enon hill
design & development, inc.

1000 N. W. 10th St.
Fort Lauderdale, FL 33304
Land planning
Landscape architecture
Land development
Building Plan

ORDINANCE NO. 2014-08-_____

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE
CAROL STREAM CODE OF ORDINANCES BY DECREASING THE
NUMBER OF CLASS C LIQUOR LICENSES FROM 21 TO 20
(PETERSPIG, LLC d/b/a PIGGLY WIGGLY, 998 W. ARMY TRAIL ROAD)
AND
INCREASING THE NUMBER OF CLASS C LIQUOR LICENSES FROM 20 TO 21
(BUTERA FINER FOODS, INC. d/b/a BUTERA MARKET,
998 W. ARMY TRAIL ROAD)**

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:

BE IT FURTHER ORDAINED that the \$500.00 non-refundable application fee and \$2,750.00 annual Class C Liquor License fee be waived for Butera Finer Foods, Inc. d/b/a Butera Market.

SECTION 1: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances, Classification of Liquor Licenses, be and the same is hereby amended by decreasing the number of Class C Liquor Licenses, from 21 to 20.

SECTION 2: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances, Classification of Liquor Licenses, be and the same is hereby amended by increasing the number of Class C Liquor Licenses from 20 to 21.

SECTION 3: This Ordinance amending Chapter 11 of the Code of Ordinances of the Village of Carol Stream shall be reprinted in the loose-leaf volume, which bears that title.

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

PASSED AND APPROVED THIS _____ DAY OF AUGUST, 2014.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Village Trustees

FROM: Frank Saverino, Sr., Mayor *OK Frank Saverino SR*

DATE: August 6, 2014

RE: Liquor License/Fee Waiver-Butera Finer Foods, Inc. d/b/a Butera Market

On March 3, 2014, Ordinance 2014-03-10 was approved authorizing the issuance of a Class C liquor license to Peterspig LLC d/b/a Piggly Wiggly. Butera Finer Foods, Inc. d/b/a Butera Market has provided noticed that they will assume operation of the store located at 998 W. Army Trail Road and has submitted the documents necessary for issuance of a Class C License. The documents have been reviewed and found to be in order and background investigations have been completed without issue.

Attached you will find an Ordinance reducing the number of Class C licenses by one to reflect the departure of Piggly Wiggly and increased the number of Class C licenses by one to reflect the arrival of Butera Market. The Ordinance also provides for a waiver of the \$500.00 application fee and \$2,750.00 annual fee for a Class C liquor license for the license to be issued to Butera Market. I am recommending the fee waiver due to extraordinary costs incurred by Butera Market in order to keep the store open.

FS/dk

Attachment

cc: Butera Market

ORDINANCE NO. 2014-08-_____

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE
CAROL STREAM CODE OF ORDINANCES BY DECREASING
THE NUMBER OF CLASS A LIQUOR LICENSES FROM 9 TO 8
(PIZZERIA DA NELLA DUE, LLC d/b/a PIZZERIA DA NELLA,
598 E. NORTH AVENUE)**

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

SECTION 1: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances,
Classification of Liquor Licenses, be and the same is hereby amended by decreasing
the number of Class A Liquor Licenses from nine (9) to eight (8).

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

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

PASSED AND APPROVED THIS 18th DAY OF AUGUST, 2014.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

ORDINANCE NO. 2014-08-_____

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE
CAROL STREAM CODE OF ORDINANCES BY INCREASING
THE NUMBER OF CLASS A LIQUOR LICENSES FROM 8 TO 9
(CAPUTO'S NEW FARM PRODUCE - CAROL STREAM, INC. d/b/a CAPUTO'S
FRESH MARKETS, 500 E. NORTH AVENUE)**

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

SECTION 1: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances,
Classification of Liquor Licenses, be and the same is hereby amended by increasing
the number of Class A Liquor Licenses from eight (8) to nine (9).

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

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

PASSED AND APPROVED THIS 18th DAY OF AUGUST, 2014.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Village Trustees

FROM: Frank Saverino, Sr., Mayor *FS.SA*

DATE: August 12, 2014

RE: Caputo's Liquor License Applications (2)

Attached for your consideration, you will find Ordinances granting a Class A Liquor License and a Class C Liquor License to Caputo's New Farm Produce-Carol Stream, Inc. d/b/a Caputo's Fresh Markets. The Class A License will permit the sale of all alcoholic liquors for consumption on premises with the restaurant inside their new store. The Class C License will permit package sales of all alcoholic liquors from the store. Both licenses were contemplated as the project moved through the development process.

Your favorable consideration of the Ordinances is requested. Issuance of the licenses will be deferred until all background investigations and related work is complete.

FS/dk

Attachments

ORDINANCE NO. 2014-08-_____

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE
CAROL STREAM CODE OF ORDINANCES BY INCREASING
THE NUMBER OF CLASS C LIQUOR LICENSES FROM 21 TO 22
(CAPUTO'S NEW FARM PRODUCE - CAROL STREAM, INC. d/b/a CAPUTO'S
FRESH MARKETS, 500 E. NORTH AVENUE)**

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

SECTION 1: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances,
Classification of Liquor Licenses, be and the same is hereby amended by increasing
the number of Class C Liquor Licenses from twenty-one (21) to twenty-two (22).

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

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

PASSED AND APPROVED THIS 18th DAY OF AUGUST, 2014.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

AN ORDINANCE AMENDING CHAPTER 9
OF THE CAROL STREAM CODE OF ORDINANCES
(ARTICLE 4 TREES)

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

SECTION 1: That Section 9-4-2 of the Carol Stream Code of Ordinances shall be amended as follows:

§ 9-4-2 PUBLIC NUISANCES PROHIBITED.

(A) *Nuisances declared.* The following are hereby declared public nuisances under this section:

(1) Any dead tree;

(1-2) Any tree, whether on public or private property, that harbors insects or diseases which reasonably may be expected to harm any other tree, such as Dutch elm disease, oak wilt, emerald ash borer, gypsy moth, Asian longhorned beetle and any other insect or disease deemed a public nuisance by the Village Manager or his or her designee; and

(3) Any tree, or portion thereof, whether on public or private property, that is substantially dead or in deteriorated or unstable condition and which presents a hazard to persons or property;

(2-4) Any tree, whether on public or private property, that overhangs ~~or~~ and because of its deteriorated condition may fall onto another's private property or onto the public right-of-way and constitutes ~~an imminent~~ danger to the health, safety or welfare of the public; ~~and~~

(3-5) Any tree, whether on public or private property, that obstructs or interferes with the free and safe passage of pedestrian or vehicular traffic.

SECTION 2: All other sections not herein modified shall remain in full force and effect.

This ordinance amending a provision of the Carol Stream Code of Ordinances shall be reprinted in the loose-leaf volume which bears that title.

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

PASSED this _____ day of _____, 2014.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2014.

Mayor

ATTEST:

Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

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

DATE: August 13, 2014

RE: **Agenda Item for the Village Board Meeting of August 18, 2014
Text Amendment to § 9-4-2 of the Carol Stream Municipal Code**

PURPOSE

The purpose of this memorandum is to request approval from the Village Board for a text amendment to § 9-4-2 of the Municipal Code defining dead, diseased and infested trees as a public nuisance.

DISCUSSION

In February 2014, the Village Board approved Ordinance No. 2014-02-08 amending several sections of the Municipal Code to update the Village's code enforcement activities, including the addition of a new **Article 4 Trees** to Chapter 9 of the code. The purposes of the new Article 4 were to identify dead, diseased or infested trees as a public nuisance and to identify the Village's enforcement approach.

As part of their approval of the new code language, the Village Board directed staff to initiate an education program to provide owners and tenants with helpful information regarding the need to remove dead, diseased and infested trees from private property, and to publicize the fact that the 2014 Seasonal Property Maintenance Code Enforcement activities will include enforcement of the tree removal requirements. In accordance with this direction, staff has done the following:

- Disseminated information via social media in April advising people of the dangers of dead and diseased trees and providing information as to the liability risks.
- Prepared an informational piece which will be going out on social media this week and will be in the next Village newsletter.

We have initiated the process of enforcing the new ordinance by doing the following:

- Crafted a set of enforcement procedures in conformance with the new code requirements, and trained Community Development staff on those procedures.

- Inspected all properties in a single Carol Stream neighborhood for the purpose of making sure the inspection staff is proficient at the new procedures and determining the extent of dead trees we may expect as we continue our inspections. We inspected 93 properties in the initial inspection neighborhood and found 27 properties with dead trees.
- Commenced inspections in other neighborhoods to develop an inventory of dead trees on private properties throughout the Village. Thus far, including the initial inspection neighborhood, we have identified a total of 57 properties with dead trees.

In the course of these efforts, we determined that it would be helpful if § 9-2-4 of the code, which defines dead, diseased and infested trees as public nuisances, were made more clear, and so we are recommending approval of the attached text amendment ordinance. With approval of the recommended clarification, we will then begin the process of contacting property owners in the initial inspection neighborhood to seek voluntary removal of the dead trees from their properties.

RECOMMENDATION

The Village Attorney has reviewed the proposed text amendment and finds it acceptable. Staff recommends the Village Board approve the attached ordinance amending § 9-4-2 of the Carol Stream Municipal Code.

RJG:bg

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ORDINANCE NO. _____

**ORDINANCE AUTHORIZING RENEWAL OF
AGGREGATION PROGRAM FOR ELECTRICAL LOAD**

WHEREAS, Under Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-1, et seq., (the "Act") a municipality may operate an electric aggregation program as an opt-out program for residential and small commercial retail customers, if a referendum is passed by a majority vote of the residents pursuant to the requirements under the Act; and

WHEREAS, the Village of Carol Stream, Illinois submitted the question to referendum in the Spring of 2012 and a majority of the electors voting on the question voted in the affirmative; and

WHEREAS, the Village subsequently implemented its initial opt-out aggregation program in 2012 with the term of the supplier agreement to end based on scheduled final meter read dates in June 2014; and

WHEREAS over 10,000 resident and small commercial retail accounts were originally enrolled in the program, and the aggregate savings for the first 16 months of the program have totaled \$105 per household and \$980,000 throughout the entire community; and

WHEREAS, the Village Board of Trustees hereby find that it is in the best interest of the Village to continue to operate the aggregation program under the Act as an opt-out program and to enter into an additional contract with a supplier pursuant to the terms of the Act. However, the final decision will be based upon market pricing and the Village retains the option of suspending the program and returning all participants back to Commonwealth Edison.

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

SECTION 1: That the Preamble of this Ordinance is declared to be true and correct and is incorporated by reference herein.

SECTION 2:
A. Pursuant to Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-1, et seq., (the "Act") the Corporate Authorities of the Village are hereby authorized to aggregate, in accordance with the terms of the Act, residential and small commercial retail electrical loads located within the

corporate limits of the Village, and for that purpose may solicit bids and enter into service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment.

- B. The Aggregation Program for the Village shall continue to operate as an opt-out program for residential and small commercial retail customers.
- C. As an opt-out program, the Corporate Authorities of the Village shall fully inform residential and small commercial retail customers in advance that they have the right to opt-out of the Aggregation Program before the resident or commercial account is renewed. The disclosure and information provided to the customers shall comply with the requirements of the Act.
- D. The Corporate Authorities hereby grant the _____, or his/her designee the specific authority to execute a contract without further action by the Corporate Authorities and with the authority to bind the Village.
- E. The Village will again engage NIMEC, who managed the initial aggregation. NIMEC will solicit bids from multiple suppliers and consult with the Village in our decision to select the supplier that best meets our needs. NIMEC will also assist with the conversion process, and provide assistance to residents with questions.

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

PASSED THIS _____ DAY OF _____, 2014.

Mayor

ATTEST:

Village Clerk

Village of Carol Stream

Interdepartmental Memo

DATE: August 14, 2014

TO: Village Board of Trustees
Joseph E. Breinig, Village Manager

FROM: Robert Mellor, Asst. Village Manager
Christopher Oakley, Asst. to the Village Manager

RE: Electric Aggregation Program Renewal

On November 6, 2012, registered Carol Stream voters approved a referendum allowing the Village to initiate a municipal aggregation program for its residents and small business establishments that allowed the Village to act as a purchasing agent for those who had not as yet selected their own alternate retail electric supplier. Subsequent to certifying the aggregation referendum vote, the Village entered into a no-fee contract with the Northern Illinois Municipal Electric Consortium (NIMEC) for aggregation program consulting services to solicit bids from ICC-licensed alternate retail electric suppliers for aggregate residential and small business load. Of the 4 alternate retail electric suppliers submitting bids, FirstEnergy Solutions of Akron Ohio was the official low bidder offering a 24-month rate of 5.313¢/kWh rate which was 39% lower than the Commonwealth Edison price-to-compare of 8.82¢/kWh.

During the initial 16 months of our 24-month aggregation program, customer savings have scaled between 13%-31% when compared with ComEd's seasonally adjusted supply rate that has ranged over this same period between 6.0-7.0¢/kWh. Customer savings during this same 16-month period averaged \$105/household and approximately \$980,000 across the entire aggregate program subscriber base. A rate summary highlighting our aggregate pricing compared with Com-Ed's price-to-compare since the inception of our program is detailed below:

Month	Com-Ed /kWh	First Energy /kWh	Saving %
March – May 2013	8.302¢	5.313¢	36%
June 2013- May 2014	5.50¢-5.54¢	5.313¢	3.5% - 4.2%
June – July 2014	7.596¢	5.313¢	30%

A recent meeting was held with David Hoover, NIMEC Executive Director to discuss a recommended time frame for formally considering an aggregation program renewal. The advantage to working with our program consultant 6 months prior to the completion of our 1st Municipal Aggregation contract is their ability to gauge electric supply market pricing over a longer period. Closely monitoring market price fluctuations over a longer haul will allow our consultant to better anticipate the most advantageous time to enter the market as supply prices are at or trending their lowest in a consecutive month period. A summary of the preliminary steps leading up to a possible renewal include the following:

August – EARLY Sept. 2014: ORDINANCE Adopted to Consider a Program Renewal Contingent on the ability of chosen consultant/broker to secure Favorable Market Pricing for aggregate electrical load that delegates contract signing authority to Mayor or his designee.

Mid-September – EARLY November 2014: Broker/Consultant monitors the supply market for favorable pricing for existing or anticipated aggregate load demand from residential and small business accounts. During this period, consultant may seek permission from the Village to lock in market pricing for favorable renewal contract to be executed by end of trading day. If no bids are found to be acceptable, the Village has the option that same day to suspending the program for the coming year and returning all program participants back to ComEd.

Mid-Late November 2014: RESOLUTION formally adopting a supply contract that selects the Retail Electric Supplier, the approved Fixed Market Pricing as well as customer/subscriber terms and conditions.

December 2014-February 2015: Village Public Information disseminated and direct mail marketing from the program consultant providing details on the new program and enrollment options for both current and interested subscribers.

March 2015: Power to flow.

Should you have any questions or concerns regarding the possible renewal of the aggregate electric supply program, please don't hesitate to contact Chris or myself.

Municipal Aggregation Update

Many municipal aggregation programs established in 2012 have come up for renewal in the last few months. Several programs were suspended and returned to ComEd.

This year, NIMEC renewed 54 aggregation programs while 28 were unable to procure attractive pricing, and returned their participants to ComEd.

Two factors contributed to the aggregations moving back to ComEd. First, electricity prices rose sharply over the first five months of the year. Thus, renewals contracted earlier in the year received more favorable pricing than those that contracted later in the spring.

A second factor is this: current power pricing has an inherent bias toward communities with larger homes / higher usage. Thus, villages such as Lake Forest, Hinsdale and Orland Park receive more attractive pricing compared to municipalities such as Chicago, Cicero or Franklin

Park. All NIMEC aggregations returning to ComEd were from villages with smaller homes.

This "size" bias is currently under review at the ICC and will likely be changed during the next year. As such, this bias will likely disappear in June of 2015.

At that time, suppliers will likely view all residents equally, from a pricing perspective. This could lead to pricing advantages to large groups of municipalities that would bid together, leveraging their collective usage. NIMEC is well positioned to take advantage of this, should this change occur.

Another major development in the industry is rising prices. ComEd's rate jumped from 5.5¢ to 7.6¢ (plus the Purchased Electricity Adjustment). The jump is due to: a) a large increase in a regulated charge that is embedded in power prices, and b) commodity pricing,

including power, rising over the last 24 months.

When aggregation first arrived, power savings of 25% to 30% were not uncommon. However, savings from recent renewals have dropped to under 10% in most cases, with several villages unable to achieve any savings.

What's next? It is our view that the ICC ruling will pass, making pricing ubiquitous for all northern Illinois residents. Larger aggregations (like Chicago) should then dictate more attractive pricing, as suppliers will be eager to capture volume.

NIMEC's collective volume should work to your advantage. Further, it is our belief that next summer, NIMEC will be able to achieve savings compared to ComEd (even for those villages that recently returned to ComEd). The magnitude of those savings, however, is unknown at this time.



RESOLUTION NO. _____

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

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

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

WHEREAS, it has been determined by the Mayor and Board of Trustees of the Village of Carol Stream to dispose of the surplus property.

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

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the personal property described in Exhibit "A" and Exhibit "B", now owned by the Village of Carol Stream, is no longer useful and authorize its disposal per the attached memorandums dated August 13, 2014.

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

PASSED AND APPROVED THIS 18th DAY OF August, 2014.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

EXHIBIT "A"

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: Tia Messino, Management Analyst
DATE: August 13, 2014
RE: Surplus Equipment for Sale or Scrap

The Department has identified the equipment below to be declared surplus:

Concrete Saw (Unit 562)

Due to disrepair, this equipment has reached the end of its safe and useful service life. This equipment no longer has value to the Village but may have value as scrap.

Stone Tamper

S28A

This item's functions are no longer needed by the Village but it may have value at auction or as scrap.

Robin Air Tools and Cabinet

Due to updated technology, this equipment has reached the end of its useful service life. This equipment no longer has value to the Village but may have value at auction or as scrap.

50 Miscellaneous Vehicle/Equipment Manuals

These items are out of date or available electronically making the books unnecessary for the Village but they may have value at auction or as scrap.

Sharp 11 inch Television

P0036PE

This item's functions are no longer needed by the Village but it may have value at auction or as scrap.

RTI Refrigerant Machine

RRC-760-R134a

Due to updated technology, this equipment has reached the end of its useful service life. This equipment no longer has value to the Village but may have value at auction or as scrap.

Gator (Unit 589)

6X4

Acquired in 2003, the item is more than ten (10) years old. Due to disrepair, this equipment has reached the end of its safe and useful service life. This equipment no longer has value to the Village but may have value at auction or as scrap.

Staff recommends that these items be declared surplus by the Mayor and Board of Trustees and that the Public Works Director be authorized to sell or otherwise dispose of the items.

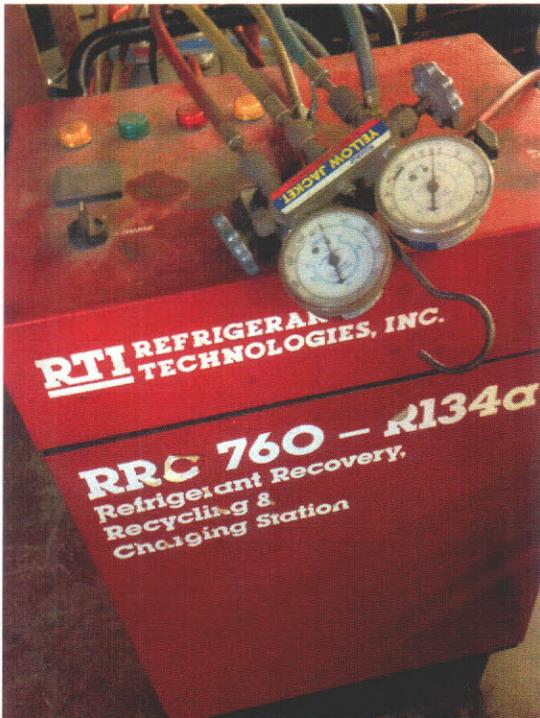
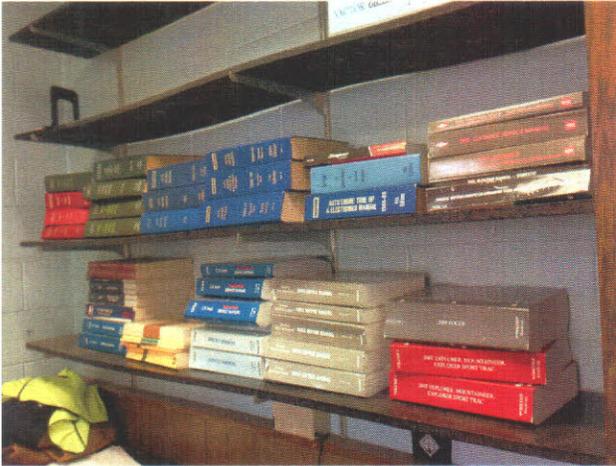
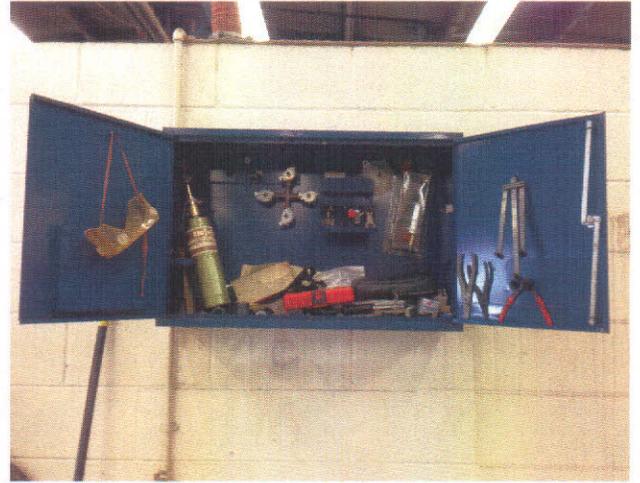
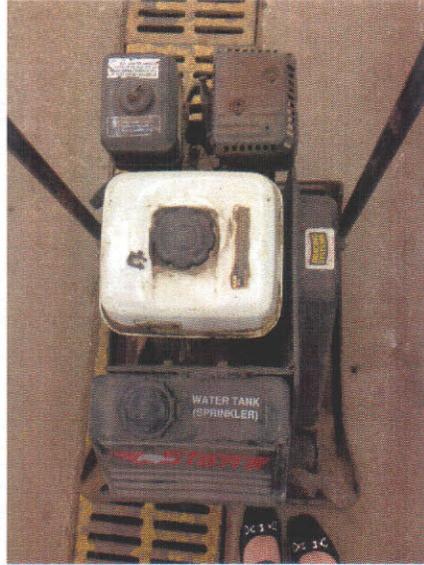


EXHIBIT B

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

REVIEWED AND APPROVED BY: Acting Chief Ed Sailer 

FROM: Sgt. Glenn Harker #2748

DATE: 8/13/2014

RE: Surplus vehicles for auction

Request to declare five seized vehicles awarded to Village as surplus for sale via the America's Auto Auction INC.

The seized vehicles below have been awarded to the Village via seizure laws of the Illinois Compiled Statutes. I would like the vehicles declared as surplus so they can go to auction.

- | | | |
|----|--------------------------|-------------------|
| 1) | 2000 Nissan Maxima | JN1CA31D9YT725252 |
| 2) | 2000 Ford Mustang | 1FAFP4449YF210606 |
| 3) | 1994 Lincoln Continental | 1LNLM974XRY654092 |
| 4) | 2004 Audi A 4 | WAUED28D7XA027386 |
| 5) | 2001 GMC Yukon | 1GKEK13TX1J208849 |

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A GRANT OF A WATER MAIN EASEMENT
(RED APPLE, 414 S. SCHMALE ROAD)**

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to execute an Agreement for Acceptance of a Water Main Easement between Red Apple, 414 S. Schmale Road ("Grantor") and the Village of Carol Stream ("Grantee").

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

SECTION 1: That the Mayor and Village Clerk of the Village of Carol Stream be and the same are hereby authorized to execute the Agreement for Grant of a Water Main Easement, attached hereto as Exhibit "A" and as approved by the Village Attorney. The address of the property is: 414 S. Schmale Road, Carol Stream, Illinois, with a P.I.N. of 05-04-303-023.

SECTION 2: That the Mayor and the Village Clerk of the Village of Carol Stream be and the same are hereby authorized to execute the Plat of Easement in connection herewith, and direct the Village Clerk to record with the DuPage County Recorder's Office the Agreement for Grant of a Water Main Easement and Plat of Easement.

SECTION 3: That all resolutions or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, expressly repealed.

Resolution No. _____
Page 2

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

PASSED AND APPROVED THIS 18th DAY OF August, 2014.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Prepared by and return to:

Village of Carol Stream
500 N. Gary Avenue
Carol Stream, Illinois 60186
Attn: Village Engineer

GRANT OF WATER MAIN EASEMENT

THIS GRANT OF WATER MAIN EASEMENT ("Grant of Easement") is made this
25 day of July 2014, 2014, by John Vlachos

(hereinafter referred to as the "Grantor") to the Village of Carol Stream, DuPage County, Illinois (hereinafter referred to as the "Grantee"). Grantor and Grantee are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Grantor is the owner of the real property legally described in Exhibit A, attached hereto and made a part hereof (hereinafter referred to as the "Grantor Property"); and

WHEREAS, the Grantee desires to construct a water main, and all facilities incidental thereto, (hereinafter referred to as the "Water Main Improvements") on a portion of the Grantor Property; and

WHEREAS, Grantor has agreed to grant the Grantee the necessary nonexclusive permanent easement relative to the Water Main Improvements, as set forth herein;

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is

hereby acknowledged, the terms and conditions set forth below and the benefits to be derived from this Grant of Easement, the Parties agree as follows:

1. That the recitals set forth above are incorporated herein and made a part hereof as if set forth fully herein.

2. Grantor hereby grants and conveys to the Grantee a nonexclusive perpetual easement and right-of-way (the "Easement"), for the full and free right, privilege and authority to construct, install, reconstruct, replace, remove, repair, alter, inspect, maintain and operate a water main, and all facilities incidental thereto (the "Easement Activities"), in, on, upon, over, through, across the property legally described in Exhibit B, attached hereto and made a part hereof (the "Easement Premises") and to from time to time, cut down, trim or remove any shrubs, trees, bushes or other plants and to clear obstructions from the surface and subsurface of the Easement Premises that interfere with the operation or access to said Easement Activities.

3. Grantor hereby agrees to and with the Grantee that the officers, agents, employees, successors, grantees, lessees and assigns of the Grantee may, at any and all times designated herein, when necessary and convenient to do so, go in, on, upon, over and across the Grantor Property and the Easement Premises, and do and perform any and all acts necessary or convenient to the carrying into effect the purposes for which this Grant of Easement and the Easement created hereby are made, and that the Grantor shall not disturb, molest, injure or in any manner interfere with the aforesaid water main, and all facilities and activities incidental thereto.

4. The Easement shall be used and enjoyed solely by Grantee and its duly authorized officers, agents, contractors or employees to conduct the Easement

Activities in accordance with this Grant of Easement. Grantee shall not assign its rights under this Grant of Easement in whole or in part or grant permission to traverse, enter upon or otherwise use the Easement Premises to any other person or entity without the prior written consent of Grantor.

5. The Grantor reserves the right to use of the Easement Premises, for any lawful purpose, except that any structure or use shall not unreasonably interfere with the Easement or the Easement Activities granted hereunder.

6. The Grantee, its officers, agents, employees, successors, grantees, lessees, contractors and assigns shall promptly, and as soon as practicable after engaging in any Easement Activities, restore to its former condition any portion of the Grantor Property which is disturbed or altered in any manner by such Easement Activities, at the Grantee's sole cost and expense.

7. All work, labor, services, equipment, tools and materials to be performed, furnished or used directly or indirectly in, or in connection with, the Easement Activities, and all other matters and things to be performed, furnished or used, or expenses to be paid, under the term of this Grant of Easement, are to be at the sole expense of the Grantee, and all such work shall be performed promptly and completed in each instance with diligence and as soon as reasonably practicable after commencement thereof. Grantee shall not cause or suffer or permit to be created any mechanics' or materialmen's liens or claims against the Grantor Property or the Easement Premises. Grantee shall defend, indemnify and hold harmless Grantor from and against any such claims or liens.

8. Grantee shall obtain all necessary permits and approvals and shall otherwise comply with all applicable federal, state and local laws, rules, regulations and ordinances in the conduct of the Easement Activities.

9. Such perpetual Easement as is herein granted shall run with the land and the covenants, agreements, terms, conditions, obligations, rights and interests herein contained or provided for shall be likewise binding upon and shall inure to the benefit of the Grantor and Grantee, and their respective heirs, executors, successors, grantees, lessees and assigns.

10. Any and all notices or communications given pursuant to Grant of Easement shall be in writing and shall be deemed received on the third business day after being mailed by certified or registered mail, postage prepaid, return receipt requested; or on the next business day after deposit with a nationally-recognized overnight delivery service (such as Federal Express or Airborne) for guaranteed next business day delivery; or by personal delivery; addressed to the Parties as follows:

To Grantor:

To Grantee: VILLAGE OF CAROL STREAM
500 N. Gary Avenue
Carol Stream, Illinois 60186
Attn: Village Engineer

11. This Agreement contains the entire agreement between the Parties with respect to the use of the Easement Premises and the Grantor Property by Grantee in

connection with the Easement Activities, and cannot be modified except by a writing, dated subsequent to the date hereof, and signed by both Parties.

12. This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

IN WITNESS WHEREOF, the Grantor has caused its his/her/their name to be signed to these presents the day and year first above written.

Grantor:

John Vlachos
Signature

Signature

JOHN VLACHOS
Print Name

Print Name

Agreed to and accepted by the Village of Carol Stream, DuPage County, Illinois, this 18th day of August, 2014.

By: Frank Saverino SR
Frank Saverino, Sr., Mayor

ATTEST: Beth Melody
Beth Melody, Village Clerk

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that John Vlahos, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he/she/they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 25 day of July, 2014.



Alice Meschi

Notary Public

Exhibit A

LEGAL DESCRIPTION OF GRANTOR PROPERTY

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

That part of the East half of the southwest quarter of section 4, township 39 north, range 10, east of the third principal meridian, lying southerly of the south line of Carol Stream Professional Park South Resubdivision, according to the plat thereof recorded October 5, 1971 as document R71-051102 and lying northerly and westerly of the northerly and westerly line of State Aid Route 36 recorded June 23, 1959 as document 928502 and more particularly described as follows:

Beginning at the southeast corner of lot 2 in said resubdivision and running thence north 89 degrees 44 minutes 12 seconds west along the south line of said resubdivision 363.20 feet; thence south 0 degrees 15 minutes 48 seconds west, 187.60 feet to a point on the northeasterly line of Thornhill Road as shown on Plat of Dedication recorded September 29, 1978 as Document R78-093678; said point being 37.84 feet south 84 degrees 10 minutes 42 seconds east of the point of curvature of said northeasterly line of Thornhill Road; thence southeasterly along said northeasterly line, being an arc of a circle, convex to the northeast having a radius of 264.35 feet, the chord thereof having a bearing of south 66 degrees 42 minutes 24 seconds east and a length of 122.29 feet, an arc distance of 123.35 feet to a point of reverse curvature shown on said dedication; thence north 82 degrees 52 minutes 42 seconds east along a straight line being the northerly line of property condemned in case no. 97ED-14, a distance of 34.60 feet to a point on the northwesterly right of way line of said Schmale Road; thence northeasterly along said northwesterly right of way line of Schmale Road, said line being an arc of a circle, convex to the northwest, having a radius of 2073.2 feet, the chord thereof having a bearing of north 42 degrees 53 minutes 35 seconds east and a length of 274.45 feet, an arc distance of 274.65 feet to a point of tangency; thence north 46 degrees 41 minutes 18 seconds east along said northeasterly line, a distance of 42.14 feet to the point of beginning, in DuPage County, Illinois.

Exhibit B

LEGAL DESCRIPTION OF EASEMENT PREMISES

LEGAL DESCRIPTION OF EASEMENT PROPERTY

The southeasterly 20.00 feet of the following described parcel: That part of the East half of the southwest quarter of section 4, township 39 north, range 10, east of the third principal meridian, lying southerly of the south line of carol stream professional park south resubdivision, according to the plat thereof recorded October 5, 1971 as document R71-051102 and lying northerly and westerly of the northerly and westerly line of state aid route 36 recorded June 23, 1959 as document 928502 and more particularly described as follows:

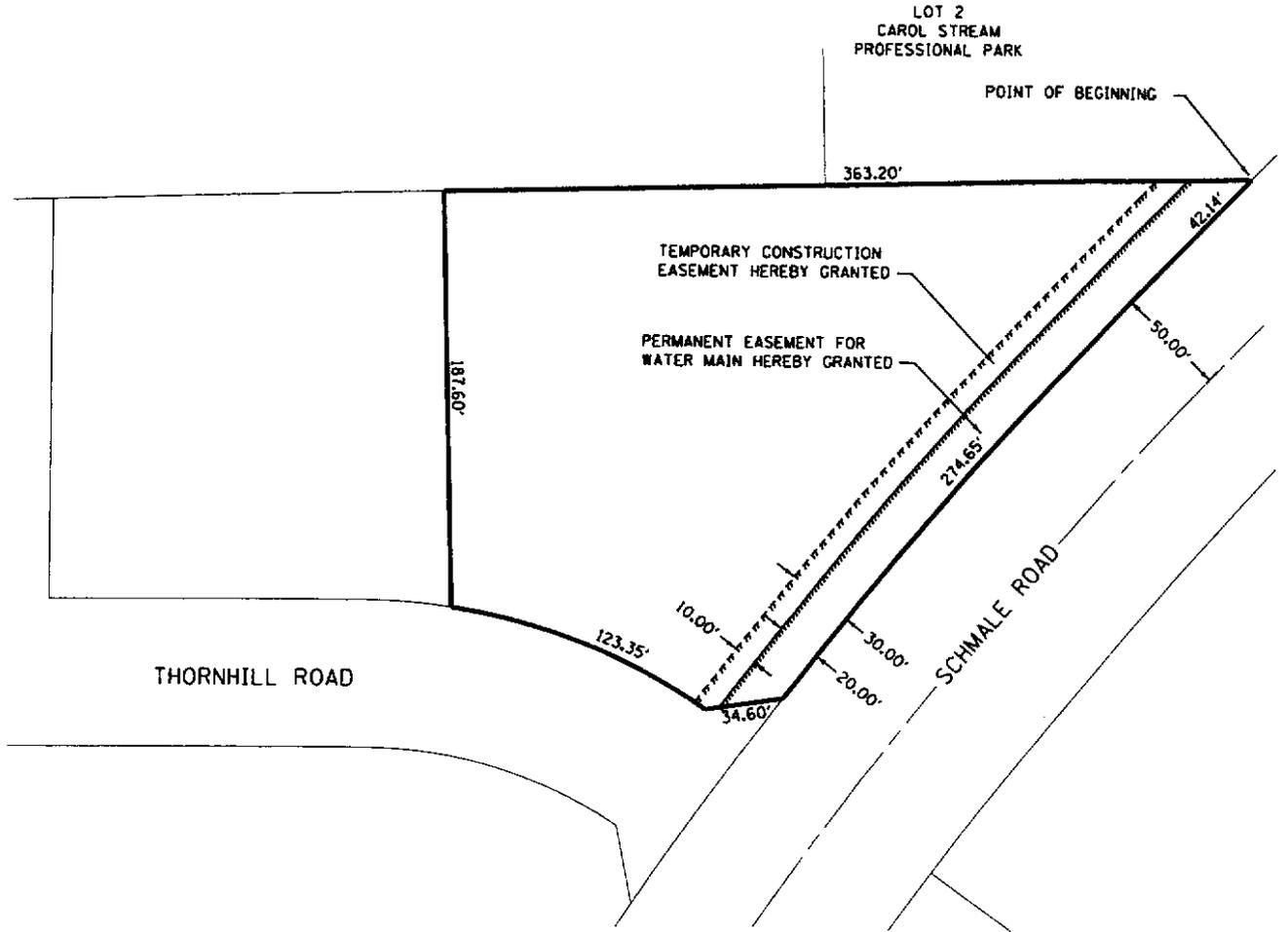
Beginning at the southeast corner of lot 2 in said resubdivision and running thence north 89 degrees 44 minutes 12 seconds west along the south line of said resubdivision 363.20 feet; thence south 0 degrees 15 minutes 48 seconds west, 187.60 feet to a point on the northeasterly line of Thornhill road as shown on Plat of dedication recorded September 29, 1978 as Document R78-093678; said point being 37.84 feet south 84 degrees 10 minutes 42 seconds east of the point of curvature of said northeasterly line of Thornhill Road; thence southeasterly along said northeasterly line, being an arc of a circle, convex to the northeast having a radius of 264.35 feet, the chord thereof having a bearing of south 66 degrees 42 minutes 24 seconds east and a length of 122.29 feet, an arc distance of 123.35 feet to a point of reverse curvature shown on said dedication; thence north 82 degrees 52 minutes 42 seconds east along a straight line being the northerly line of property condemned in case no. 97ED-14, a distance of 34.60 feet to a point on the northwesterly right of way line of said Schmale road; thence northeasterly along said northwesterly right of way line of Schmale road, said line being an arc of a circle, convex to the northwest, having a radius of 2073.2 feet, the chord thereof having a bearing of north 42 degrees 53 minutes 35 seconds east and a length of 274.45 feet, an arc distance of 274.65 feet to a point of tangency; thence north 46 degrees 41 minutes 18 seconds east along said northeasterly line, a distance of 42.14 feet to the point of beginning, in DuPage county, Illinois.

LEGAL DESCRIPTION OF TEMPORARY EASEMENT PROPERTY

The northwesterly 10.00 feet of the southeasterly 30.00 feet of the following described parcel: That part of the East half of the southwest quarter of section 4, township 39 north, range 10, east of the third principal meridian, lying southerly of the south line of carol stream professional park south resubdivision, according to the plat thereof recorded October 5, 1971 as document R71-051102 and lying northerly and westerly of the northerly and westerly line of state aid route 36 recorded June 23, 1959 as document 928502 and more particularly described as follows:

Beginning at the southeast corner of lot 2 in said resubdivision and running thence north 89 degrees 44 minutes 12 seconds west along the south line of said resubdivision 363.20 feet; thence south 0 degrees 15 minutes 48 seconds west, 187.60 feet to a point on the northeasterly line of Thornhill road as shown on Plat of dedication recorded September 29, 1978 as Document R78-093678; said point being 37.84 feet south 84 degrees 10 minutes 42 seconds east of the point of curvature of said northeasterly line of Thornhill Road; thence southeasterly along said northeasterly line, being an arc of a circle, convex to the northeast having a radius of 264.35 feet, the chord thereof having a bearing of south 66 degrees 42 minutes 24 seconds east and a length of 122.29 feet, an arc distance of 123.35 feet to a point of reverse curvature shown on said dedication; thence north 82 degrees 52 minutes 42 seconds east along a straight line being the northerly line of property condemned in case no. 97ED-14, a distance of 34.60 feet to a point on the northwesterly right of way line of said Schmale road; thence northeasterly along said northwesterly right of way line of Schmale road, said line being an arc of a circle, convex to the northwest, having a radius of 2073.2 feet, the chord thereof having a bearing of north 42 degrees 53 minutes 35 seconds east and a length of 274.45 feet, an arc distance of 274.65 feet to a point of tangency; thence north 46 degrees 41 minutes 18 seconds east along said northeasterly line, a distance of 42.14 feet to the point of beginning, in DuPage county, Illinois.

EXHIBIT B



N
↑
SCALE: 1"=80'

th mas

thomas engineering group, llc
236 south kenilworth avenue
suite 100
oak park, il 60302
phone: 855-535-1700

VILLAGE OF CAROL STREAM
WATER MAIN PROJECT

414 SOUTH SCHMALE ROAD
CAROL STREAM, IL
P.I.N.: 05-04-303-023

SHEET NO.

XX OF XX

Village of Carol Stream
Interdepartmental Memorandum

TO: Joseph Breinig, Village Manager
FROM: William N. Cleveland, Assistant Village Engineer 
DATE: August 13, 2014
RE: Acceptance of Schmale and St. Charles Road Watermain Easements

A few weeks ago the Village sent letters to 30 property owners requesting their cooperation in granting easements for the watermain replacement project. To date, we have received 3 easements in return. They are from the Red Apple Restaurant, the Interdenominational Foreign Mission Association of North America, Inc. (IFMA) and Chad Homes, Inc. We will be following up with phone calls to the remaining property owners.

Details of the easements received thus far are shown below:

<u>Business Name</u>	<u>Address</u>	<u>PIN</u>
Red Apple	414 S. Schmale Road	05-04-303-023
IFMA	370 S. Schmale Road	05-04-303-014
Chad Homes	24W211 St. Charles Road	05-04-203-006

Many of the remaining easements are from corporations and have real estate departments to work with. ComEd typically does not grant easements but rather uses a "land lease" agreement. They have begun the process but will require a review fee in the future.

The Village has budgeted for incidental costs such as plat and legal document preparation, review costs, recording fees, etc. However, it is our intention to obtain these easements at no cost. This new watermain will provide more dependable service to all business in the area at a cost of over \$2 million to the Village and no cost to property owners.

Engineering staff recommends the resolutions accepting these easements be approved and recorded. Additional resolutions for future easements will be brought to the Board for acceptance as they are obtained.

Cc: James Knudsen, Director of Engineering Services
Phil Modaff, Director of Public Works
Kevin VanDeWoestyne, Thomas Engineering Group
Adam Frederick, Civil Engineer II

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A GRANT OF A WATER MAIN EASEMENT
(IFMA, 370 S. SCHMALE ROAD)**

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to execute an Agreement for Acceptance of a Water Main Easement between IFMA, 370 S Schmale Road ("Grantor") and the Village of Carol Stream ("Grantee").

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

SECTION 1: That the Mayor and Village Clerk of the Village of Carol Stream be and the same are hereby authorized to execute the Agreement for Grant of a Water Main Easement, attached hereto as Exhibit "A" and as approved by the Village Attorney. The address of the property is: 370 S. Schmale Road, Carol Stream, Illinois, with a P.I.N. of 05-04-303-014.

SECTION 2: That the Mayor and the Village Clerk of the Village of Carol Stream be and the same are hereby authorized to execute the Plat of Easement in connection herewith, and direct the Village Clerk to record with the DuPage County Recorder's Office the Agreement for Grant of a Water Main Easement and Plat of Easement.

SECTION 3: That all resolutions or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, expressly repealed.

Resolution No. _____
Page 2

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

PASSED AND APPROVED THIS 18th DAY OF August, 2014.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

EXHIBIT A

Prepared by and return to:

Village of Carol Stream
500 N. Gary Avenue
Carol Stream, Illinois 60186
Attn: Village Engineer

GRANT OF WATER MAIN EASEMENT

THIS GRANT OF WATER MAIN EASEMENT ("Grant of Easement") is made this 30th day of July, 2014, by Interdenominational Foreign Mission Association of North America dba Missio Nexus, (hereinafter referred to as the "Grantor") to the Village of Carol Stream, DuPage County, Illinois (hereinafter referred to as the "Grantee"). Grantor and Grantee are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Grantor is the owner of the real property legally described in Exhibit A, attached hereto and made a part hereof (hereinafter referred to as the "Grantor Property"); and

WHEREAS, the Grantee desires to construct a water main, and all facilities incidental thereto, (hereinafter referred to as the "Water Main Improvements") on a portion of the Grantor Property; and

WHEREAS, Grantor has agreed to grant the Grantee the necessary nonexclusive permanent easement relative to the Water Main Improvements, as set forth herein;

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is

hereby acknowledged, the terms and conditions set forth below and the benefits to be derived from this Grant of Easement, the Parties agree as follows:

1. That the recitals set forth above are incorporated herein and made a part hereof as if set forth fully herein.

2. Grantor hereby grants and conveys to the Grantee a nonexclusive perpetual easement and right-of-way (the "Easement"), for the full and free right, privilege and authority to construct, install, reconstruct, replace, remove, repair, alter, inspect, maintain and operate a water main, and all facilities incidental thereto (the "Easement Activities"), in, on, upon, over, through, across the property legally described in Exhibit B, attached hereto and made a part hereof (the "Easement Premises") and to from time to time, cut down, trim or remove any shrubs, trees, bushes or other plants and to clear obstructions from the surface and subsurface of the Easement Premises that interfere with the operation or access to said Easement Activities.

3. Grantor hereby agrees to and with the Grantee that the officers, agents, employees, successors, grantees, lessees and assigns of the Grantee may, at any and all times designated herein, when necessary and convenient to do so, go in, on, upon, over and across the Grantor Property and the Easement Premises, and do and perform any and all acts necessary or convenient to the carrying into effect the purposes for which this Grant of Easement and the Easement created hereby are made, and that the Grantor shall not disturb, molest, injure or in any manner interfere with the aforesaid water main, and all facilities and activities incidental thereto.

4. The Easement shall be used and enjoyed solely by Grantee and its duly authorized officers, agents, contractors or employees to conduct the Easement

Activities in accordance with this Grant of Easement. Grantee shall not assign its rights under this Grant of Easement in whole or in part or grant permission to traverse, enter upon or otherwise use the Easement Premises to any other person or entity without the prior written consent of Grantor.

5. The Grantor reserves the right to use of the Easement Premises, for any lawful purpose, except that any structure or use shall not unreasonably interfere with the Easement or the Easement Activities granted hereunder.

6. The Grantee, its officers, agents, employees, successors, grantees, lessees, contractors and assigns shall promptly, and as soon as practicable after engaging in any Easement Activities, restore to its former condition any portion of the Grantor Property which is disturbed or altered in any manner by such Easement Activities, at the Grantee's sole cost and expense.

7. All work, labor, services, equipment, tools and materials to be performed, furnished or used directly or indirectly in, or in connection with, the Easement Activities, and all other matters and things to be performed, furnished or used, or expenses to be paid, under the term of this Grant of Easement, are to be at the sole expense of the Grantee, and all such work shall be performed promptly and completed in each instance with diligence and as soon as reasonably practicable after commencement thereof. Grantee shall not cause or suffer or permit to be created any mechanics' or materialmen's liens or claims against the Grantor Property or the Easement Premises. Grantee shall defend, indemnify and hold harmless Grantor from and against any such claims or liens.

8. Grantee shall obtain all necessary permits and approvals and shall otherwise comply with all applicable federal, state and local laws, rules, regulations and ordinances in the conduct of the Easement Activities.

9. Such perpetual Easement as is herein granted shall run with the land and the covenants, agreements, terms, conditions, obligations, rights and interests herein contained or provided for shall be likewise binding upon and shall inure to the benefit of the Grantor and Grantee, and their respective heirs, executors, successors, grantees, lessees and assigns.

10. Any and all notices or communications given pursuant to Grant of Easement shall be in writing and shall be deemed received on the third business day after being mailed by certified or registered mail, postage prepaid, return receipt requested; or on the next business day after deposit with a nationally-recognized overnight delivery service (such as Federal Express or Airborne) for guaranteed next business day delivery; or by personal delivery; addressed to the Parties as follows:

To Grantor: IFMA dba Missio Nexus
370 S. Schmale Rd.
Carol Stream IL 60188

To Grantee: VILLAGE OF CAROL STREAM
500 N. Gary Avenue
Carol Stream, Illinois 60186
Attn: Village Engineer

11. This Agreement contains the entire agreement between the Parties with respect to the use of the Easement Premises and the Grantor Property by Grantee in

connection with the Easement Activities, and cannot be modified except by a writing, dated subsequent to the date hereof, and signed by both Parties.

12. This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

IN WITNESS WHEREOF, the Grantor has caused its his/her/their name to be signed to these presents the day and year first above written.

Grantor:



Signature
Marvin J. Newell

Print Name

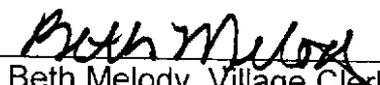
Signature

Print Name

Agreed to and accepted by the Village of Carol Stream, DuPage County, Illinois, this 18th day of August, 2014.

By: 

Frank Saverino, Sr., Mayor

ATTEST: 

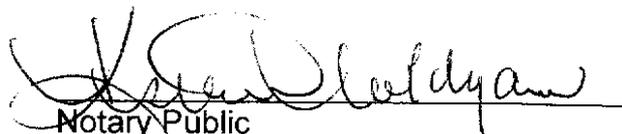
Beth Melody, Village Clerk

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO
HEREBY CERTIFY that Marvin J. Newell,
personally known to me to be the same person(s) whose name(s) are subscribed to the
foregoing instrument, appeared before me this day in person and severally
acknowledged that he/she/they signed and delivered the said instrument as their free
and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 5th day of August, 2014.



Notary Public

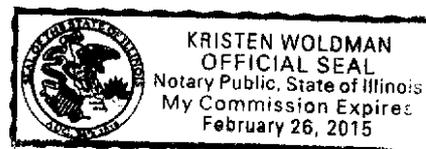


Exhibit A

LEGAL DESCRIPTION OF GRANTOR PROPERTY

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 1 in New Main Assessment Plat being a part of the east half of the southwest quarter of section 4, township 39 north, range 10, east of the third principal meridian, in DuPage County, Illinois.

Exhibit B

LEGAL DESCRIPTION OF EASEMENT PREMISES

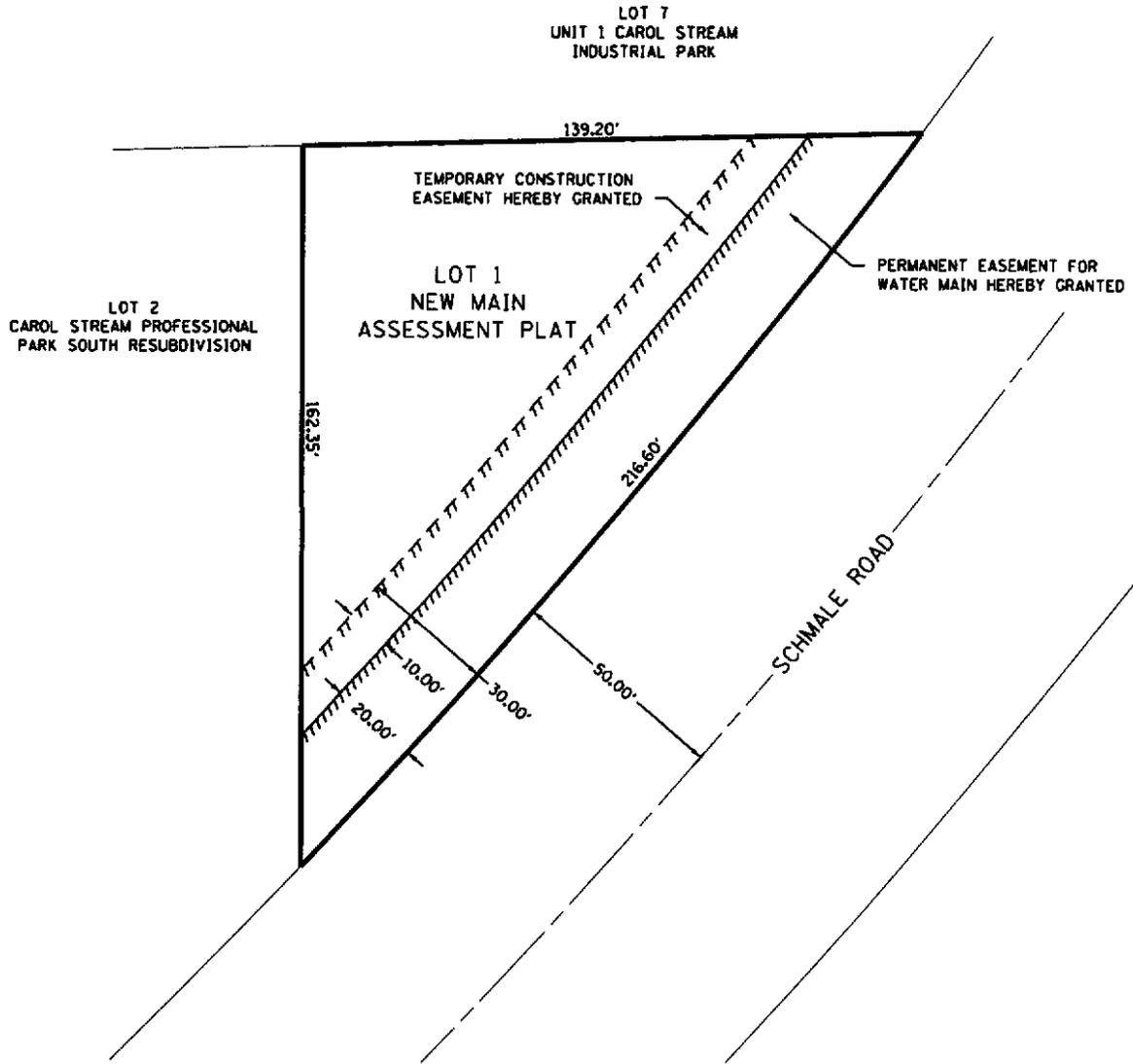
LEGAL DESCRIPTION OF EASEMENT PROPERTY

The southeasterly 20.00 feet of Lot 1 in New Main Assessment Plat being a part of the east half of the southwest quarter of section 4, township 39 north, range 10, east of the third principal meridian, in DuPage County, Illinois.

LEGAL DESCRIPTION OF TEMPORARY EASEMENT PROPERTY

The northwesterly 10.00 feet of the southeasterly 30.00 feet of Lot 1 in New Main Assessment Plat being a part of the east half of the southwest quarter of section 4, township 39 north, range 10, east of the third principal meridian, in DuPage County, Illinois.

EXHIBIT B



SCALE: 1"=40'



thomas engineering group, llc
238 south kenilworth avenue
suite 100
oak park, il 60302
phone: 655-533-1700

VILLAGE OF CAROL STREAM
WATER MAIN PROJECT

370 SCHMALE ROAD
CAROL STREAM, IL
P.I.N.: 05-04-303-014

SHEET NO.

XX OF XX

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A GRANT OF A WATER MAIN EASEMENT
(CHAD HOMES, 24W211 ST. CHARLES ROAD)**

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to execute an Agreement for Acceptance of a Water Main Easement between Chad Homes, 24W211 St. Charles Road, ("Grantor") and the Village of Carol Stream ("Grantee").

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

SECTION 1: That the Mayor and Village Clerk of the Village of Carol Stream be and the same are hereby authorized to execute the Agreement for Grant of a Water Main Easement, attached hereto as Exhibit "A" and as approved by the Village Attorney. The address of the property is: 24W211 St. Charles Road, Carol Stream, Illinois, with a P.I.N. of 05-04-203-006.

SECTION 2: That the Mayor and the Village Clerk of the Village of Carol Stream be and the same are hereby authorized to execute the Plat of Easement in connection herewith, and direct the Village Clerk to record with the DuPage County Recorder's Office the Agreement for Grant of a Water Main Easement and Plat of Easement.

SECTION 3: That all resolutions or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, expressly repealed.

Resolution No. _____
Page 2

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

PASSED AND APPROVED THIS 18th DAY OF August, 2014.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

EXHIBIT A

Prepared by and return to:

Village of Carol Stream
500 N. Gary Avenue
Carol Stream, Illinois 60186
Attn: Village Engineer

GRANT OF WATER MAIN EASEMENT

THIS GRANT OF WATER MAIN EASEMENT ("Grant of Easement") is made this
7th day of August, 2014, by CHAD HOMES
24211 ST. CHARLES ROAD, CAROL STREAM 60188,

(hereinafter referred to as the "Grantor") to the Village of Carol Stream, DuPage County, Illinois (hereinafter referred to as the "Grantee"). Grantor and Grantee are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Grantor is the owner of the real property legally described in Exhibit A, attached hereto and made a part hereof (hereinafter referred to as the "Grantor Property"); and

WHEREAS, the Grantee desires to construct a water main, and all facilities incidental thereto, (hereinafter referred to as the "Water Main Improvements") on a portion of the Grantor Property; and

WHEREAS, Grantor has agreed to grant the Grantee the necessary nonexclusive permanent easement relative to the Water Main Improvements, as set forth herein;

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is

hereby acknowledged, the terms and conditions set forth below and the benefits to be derived from this Grant of Easement, the Parties agree as follows:

1. That the recitals set forth above are incorporated herein and made a part hereof as if set forth fully herein.

2. Grantor hereby grants and conveys to the Grantee a nonexclusive perpetual easement and right-of-way (the "Easement"), for the full and free right, privilege and authority to construct, install, reconstruct, replace, remove, repair, alter, inspect, maintain and operate a water main, and all facilities incidental thereto (the "Easement Activities"), in, on, upon, over, through, across the property legally described in Exhibit B, attached hereto and made a part hereof (the "Easement Premises") and to from time to time, cut down, trim or remove any shrubs, trees, bushes or other plants and to clear obstructions from the surface and subsurface of the Easement Premises that interfere with the operation or access to said Easement Activities.

3. Grantor hereby agrees to and with the Grantee that the officers, agents, employees, successors, grantees, lessees and assigns of the Grantee may, at any and all times designated herein, when necessary and convenient to do so, go in, on, upon, over and across the Grantor Property and the Easement Premises, and do and perform any and all acts necessary or convenient to the carrying into effect the purposes for which this Grant of Easement and the Easement created hereby are made, and that the Grantor shall not disturb, molest, injure or in any manner interfere with the aforesaid water main, and all facilities and activities incidental thereto.

4. The Easement shall be used and enjoyed solely by Grantee and its duly authorized officers, agents, contractors or employees to conduct the Easement

Activities in accordance with this Grant of Easement. Grantee shall not assign its rights under this Grant of Easement in whole or in part or grant permission to traverse, enter upon or otherwise use the Easement Premises to any other person or entity without the prior written consent of Grantor.

5. The Grantor reserves the right to use of the Easement Premises, for any lawful purpose, except that any structure or use shall not unreasonably interfere with the Easement or the Easement Activities granted hereunder.

6. The Grantee, its officers, agents, employees, successors, grantees, lessees, contractors and assigns shall promptly, and as soon as practicable after engaging in any Easement Activities, restore to its former condition any portion of the Grantor Property which is disturbed or altered in any manner by such Easement Activities, at the Grantee's sole cost and expense.

7. All work, labor, services, equipment, tools and materials to be performed, furnished or used directly or indirectly in, or in connection with, the Easement Activities, and all other matters and things to be performed, furnished or used, or expenses to be paid, under the term of this Grant of Easement, are to be at the sole expense of the Grantee, and all such work shall be performed promptly and completed in each instance with diligence and as soon as reasonably practicable after commencement thereof. Grantee shall not cause or suffer or permit to be created any mechanics' or materialmen's liens or claims against the Grantor Property or the Easement Premises. Grantee shall defend, indemnify and hold harmless Grantor from and against any such claims or liens.

8. Grantee shall obtain all necessary permits and approvals and shall otherwise comply with all applicable federal, state and local laws, rules, regulations and ordinances in the conduct of the Easement Activities.

9. Such perpetual Easement as is herein granted shall run with the land and the covenants, agreements, terms, conditions, obligations, rights and interests herein contained or provided for shall be likewise binding upon and shall inure to the benefit of the Grantor and Grantee, and their respective heirs, executors, successors, grantees, lessees and assigns.

10. Any and all notices or communications given pursuant to Grant of Easement shall be in writing and shall be deemed received on the third business day after being mailed by certified or registered mail, postage prepaid, return receipt requested; or on the next business day after deposit with a nationally-recognized overnight delivery service (such as Federal Express or Airborne) for guaranteed next business day delivery; or by personal delivery; addressed to the Parties as follows:

To Grantor: CHAD Homes, Inc.
531 E. Roosevelt Rd #200
Wheaton, IL 60187

To Grantee: VILLAGE OF CAROL STREAM
500 N. Gary Avenue
Carol Stream, Illinois 60186
Attn: Village Engineer

11. This Agreement contains the entire agreement between the Parties with respect to the use of the Easement Premises and the Grantor Property by Grantee in

connection with the Easement Activities, and cannot be modified except by a writing, dated subsequent to the date hereof, and signed by both Parties.

12. This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

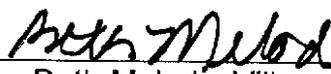
IN WITNESS WHEREOF, the Grantor has caused its his/her/their name to be signed to these presents the day and year first above written.

Grantor:

 _____ Signature	 _____ Signature
Brian Worth _____ Print Name Executive Director C.H.A.D., C.H.L.	 _____ Print Name

Agreed to and accepted by the Village of Carol Stream, DuPage County, Illinois, this 18th day of August, 2014.

By: _____
Frank Saverino, Sr., Mayor

ATTEST: 

Beth Melody, Village Clerk

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO
HEREBY CERTIFY that BRIAN WORTH,
personally known to me to be the same person(s) whose name(s) are subscribed to the
foregoing instrument, appeared before me this day in person and severally
acknowledged that he/she/they signed and delivered the said instrument as their free
and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 7th day of August, 2014.

Carol M. King
Notary Public

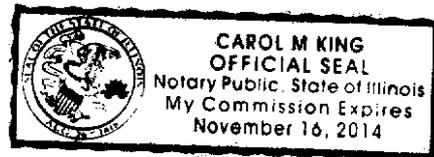


Exhibit A

LEGAL DESCRIPTION OF GRANTOR PROPERTY

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 8 in Milton Township Supervisors Assessment Plat No. 4, being Lot 1 in the northeast quarter of section 4, township 39 north, range 10, east of the third principal meridian, according to the plat thereof recorded April 14, 1944 as document 461047, in DuPage County, Illinois.

Exhibit B

LEGAL DESCRIPTION OF EASEMENT PREMISES

LEGAL DESCRIPTION OF EASEMENT PROPERTY

The northerly 20.00 feet of Lot 8 in Milton Township Supervisors Assessment Plat No. 4, being Lot 1 in the northeast quarter of section 4, township 39 north, range 10, east of the third principal meridian, according to the plat thereof recorded April 14, 1944 as document 461047, in DuPage County, Illinois.

LEGAL DESCRIPTION OF TEMPORARY EASEMENT PROPERTY

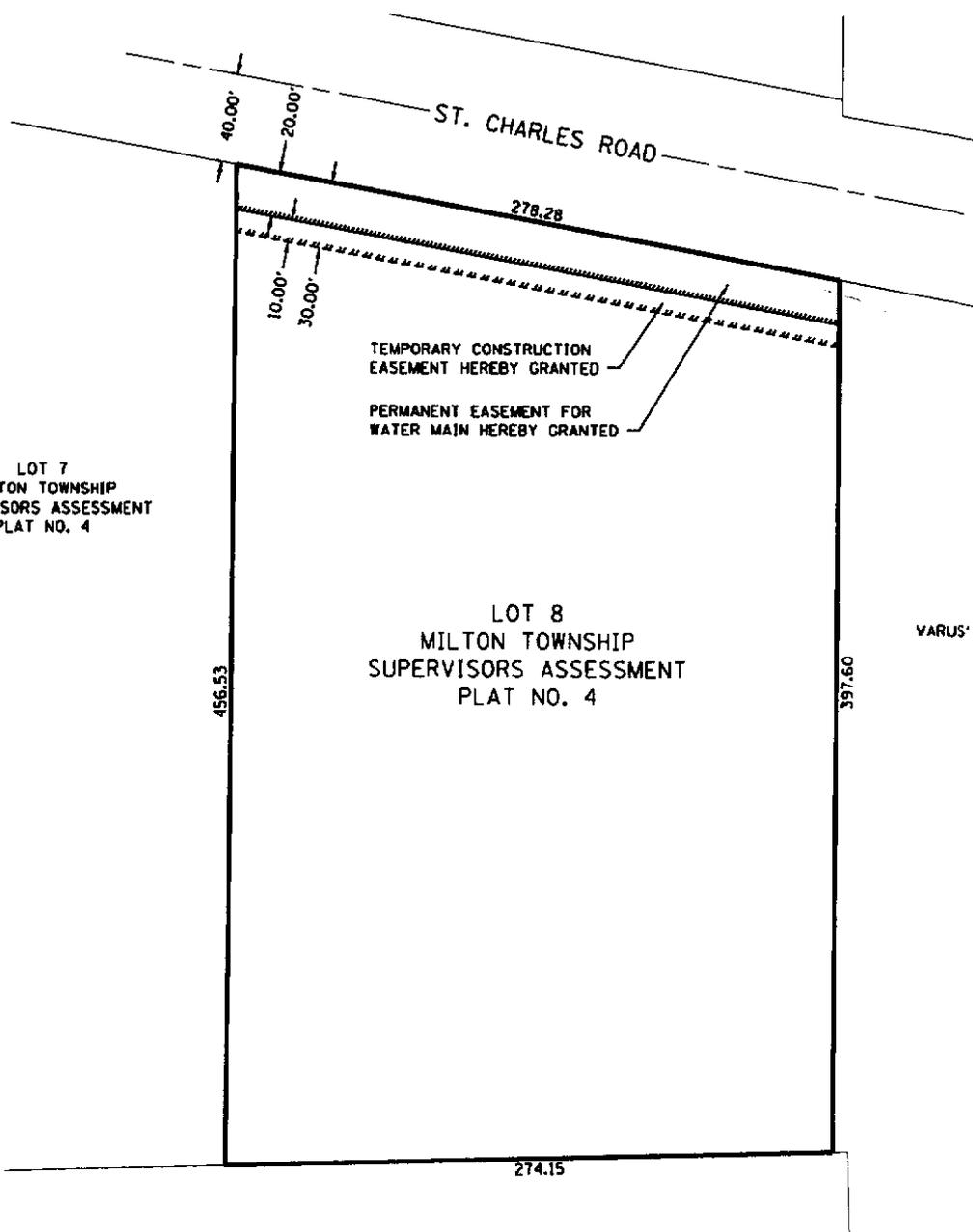
The southerly 10.00 feet of the northerly 30.00 feet of Lot 8 in Milton Township Supervisors Assessment Plat No. 4, being Lot 1 in the northeast quarter of section 4, township 39 north, range 10, east of the third principal meridian, according to the plat thereof recorded April 14, 1944 as document 461047, in DuPage County, Illinois.

EXHIBIT B

LOT 7
MILTON TOWNSHIP
SUPERVISORS ASSESSMENT
PLAT NO. 4

LOT 8
MILTON TOWNSHIP
SUPERVISORS ASSESSMENT
PLAT NO. 4

LOT 1
VARUS' SUBDIVISION



SCALE: 1"=80'



thomas engineering group, llc
238 south kenilworth avenue
suite 100
oak park, il 60302
phone: 855-533-1700

VILLAGE OF CAROL STREAM
WATER MAIN PROJECT

24W211 ST. CHARLES ROAD
CAROL STREAM, IL
P.I.N.: 05-04-203-006

SHEET NO.

XX of XX

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF
A LEASE AGREEMENT BY AND BETWEEN
THE VILLAGE OF CAROL STREAM AND ORGANIC SOILS, INC.**

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to enter into a Lease Agreement with Organic Soils, Inc. in the form of an Agreement attached hereto as Exhibit "A", and by this reference incorporated herein.

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

SECTION 1: That the Mayor and Village Clerk of the Village of Carol Stream be and the same are hereby authorized to execute the agreement, in the appropriate form, attached hereto as Exhibit "A" and as approved by the Village Attorney.

SECTION 2: That all resolutions or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, expressly repealed.

PASSED AND APPROVED THIS 18th DAY OF August, 2014.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Lease Agreement

THIS LEASE AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2013, by and between the **VILLAGE OF CAROL STREAM**, an Illinois Municipal Corporation (herein referred to as "the Village") and **ORGANIC SOILS, INC.**, an Illinois Corporation, (herein referred to as "Organic Soils"). The Village and Organic Soils are sometimes individually referred to as "Party" and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Village is an Illinois Municipal Corporation and Home Rule Unit of Government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the Village is the owner of a certain parcel of real estate of approximately ____ acres, legally described in Exhibit A attached hereto, and located at _____, Carol Stream, Illinois (hereinafter referred to as the "Leased Premises"); and

WHEREAS, Organic Soils desires to lease the Leased Premises from the Village and to construct, develop and maintain upon said Leased Premises a transfer station for landscape waste which will be the primary collection point for the delivery of landscape waste to a recycling site; and

WHEREAS, the Village has, pursuant to its home rule powers, agreed to lease the Leased Premises, legally described in EXHIBIT A, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Defined Terms.

For the purposes of this Agreement, unless the context clearly requires otherwise, words and terms used in this Agreement shall have the meanings provided from place to place herein, and as follows:

- A. "Abandon" shall mean to cease operations or use for a period of three months.
- B. "Agreement" means this Lease Agreement.
- C. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§9601 *et seq.*, and any future amendments.
- D. "Damages" shall mean all damages, and includes, without limitation, all punitive damages, liabilities, costs, losses, diminutions in value, fines, penalties, demands, claims, cost recovery actions, lawsuits, administrative proceedings, orders, response action costs, compliance costs, investigation expenses, consultant fees, attorneys' and paralegals' fees and litigation expenses.

E. "*Environmental Claim*" shall mean any investigation, notice, violation, demand, allegation, action, suit, injunction, judgment, order, consent decree, penalty, fine, lien, proceeding or claim (whether administrative, judicial or private in nature) arising (a) pursuant to, or in connection with an actual or alleged violation of, any Environmental Law, (b) in connection with any Hazardous Material or actual or alleged Hazardous Material Activity, (c) from any abatement, removal, remedial, corrective or other response action in connection with a Hazardous Material, Environmental Law or other order of a Governmental Authority or (d) from any actual or alleged damage, injury, threat or harm to health, safety, natural resources or the environment.

F. "*Environmental Law*" shall mean any current or future Legal Requirement pertaining to (a) the protection of health, safety and the indoor or outdoor environment, (b) the conservation, management or use of natural resources and wildlife, (c) the protection or use of surface water and groundwater, (d) the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, Release, threatened Release, abatement, removal, remediation or handling of, or exposure to, any Hazardous Material or (e) pollution (including any Release to air, land, surface water and groundwater), and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§9601 *et seq.*, Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§6901 *et seq.*, Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. §§1251 *et seq.*, Clean Air Act of 1966, as amended, 42 U.S.C. §§7401 *et seq.*, Toxic Substances Control Act of 1976, 15 U.S.C. §§2601 *et seq.*, Hazardous Materials Transportation Act, 49 U.S.C. App. §§1801 *et seq.*, Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§651 *et seq.*, Oil Pollution Act of 1990, 33 U.S.C. §§2701 *et seq.*, Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§11001 *et seq.*, National Environmental Policy Act of 1969, 42 U.S.C. §§4321 *et seq.*, Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§300(f) *et seq.*, any similar, implementing or successor laws, and any amendments, rules, regulations, orders or directives issued thereunder.

G. "*Environmental Record*" shall mean any document, correspondence, pleading, report, assessment, analytical result, Governmental Approval or other record concerning a Hazardous Material, compliance with an Environmental Law, an Environmental Claim or other environmental subject.

H. "*Governmental Approval*" shall mean any permit, license, variance, certificate, consent, letter, clearance, closure, exemption, decision or action or approval of a Governmental Authority.

I. "*Governmental Authority*" shall mean any international, foreign, federal, state, regional, county, local or person or body having governmental or quasi-governmental authority or sub-division thereof.

J. "*Hazardous Material*" shall mean any substance, chemical, compound, product, solid, gas, liquid, waste, byproduct, pollutant, contaminant or material which is hazardous or toxic, and includes, without limitation, (a) asbestos, polychlorinated biphenyls and petroleum (including crude oil or any fraction thereof) and (b) any such material classified or regulated as "hazardous" or "toxic" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§9601

et seq., Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§6901 *et seq.*, Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. §§1251 *et seq.*, Clean Air Act of 1966, as amended, 42 U.S.C. §§7401 *et seq.*, Toxic Substances Control Act of 1976, 15 U.S.C. §§2601 *et seq.*, or Hazardous Materials Transportation Act, 49 U.S.C. App. §§1801 *et seq.*

K. "*Hazardous Material Activity*" shall mean any activity, event or occurrence involving a Hazardous Material, including, without limitation, the manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, Release, threatened Release, abatement, removal, remediation, handling of or corrective or response action to any Hazardous Material.

L. "*Legal Requirement*" shall mean any treaty, convention, statute, law, regulation, ordinance, Governmental Approval, injunction, judgment, order, consent decree or other requirement of any Governmental Authority.

M. "*Material Adverse Effect*" shall mean any changes or effects that individually or in the aggregate are or are reasonably likely to be adverse to (a) the operations of the Village's Waste Water Reclamation Center; (b) the assets, income or condition (financial or otherwise) of the Village, (c) the health, safety or welfare of the Village and/or its residents; (d) the ability of Organic Soils or the Village to perform their respective obligations under this agreement or (e) the condition or fair market value of the Leased Premises.

N. "*Organic Soils*" shall mean Organic Soils, Inc., an Illinois Corporation.

O. "*RCRA*" shall mean the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§6901 *et seq.*, and any future amendments.

P. "*Release*" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the indoor or outdoor environment, including, without limitation, the abandonment or discarding of barrels, drums, containers, tanks and other receptacles containing or previously containing any Hazardous Material.

Q. "*Village*" means the Village of Carol Stream, Illinois, an Illinois home rule municipal corporation.

2. Lease of Village Property.

The Village hereby leases to Organic Soils the Leased Premises as described and depicted in the attached Exhibit A and authorizes the Organic Soils to construct, operate, maintain, supervise, and inspect a landscape waste transfer station upon the Leased Premises in accordance with the terms of this Agreement.

3. Term.

The term of this Agreement shall commence on the first day of the month immediately following the date upon which Organic Soils receives the Illinois Environmental Protection Agency permit to operate a landscape waste transfer facility upon the Leased Premises (hereinafter referred to as the "Lease Commencement Date") and shall continue for an initial term of seven (7) years. The

Village agrees to extend the term of this Agreement for two (2) additional five (5) year periods (the Extended Term(s)), provided that Organic Soils has not breached this Agreement and the Parties have negotiated an agreement with respect to the rent, tipping fees for each of the Extended Terms as provided in Section 7 D., and , and such other terms as the Village deems necessary; and further provided the Village does not require the Leased Premises for its own use. Should the Village require the Leased Premises for its own use, the Village shall provide Organic Soils with six (6) months written notice of its intent not to extend the Agreement.

4. Condition and Use of Land.

The Premises is being leased to Organic Soils on an "as-is, where-is" basis, without any representations or warranties of any kind, express or implied, either oral or written, made by Village or any agent or representative of Village with respect to the physical, environmental or structural condition of the Premises, including but not limited to layout, square footage, zoning, use and occupancy restrictions, susceptibility to flooding or with respect to the existence or absence of toxic, hazardous or petroleum materials, substances or wastes in, on, under or affecting the Premises. The Village and its agents hereby disclaim any implied warranties regarding fitness for a particular purpose, condition of improvements, quality or merchantability of the Premises or any portion thereof. Organic Soils covenants and agrees that it has had the opportunity to inspect the Leased Premises and that such Leased Premises is in good order and condition.

5. Approvals as Conditions Precedent

A. The duties and obligations of the Village and Organic Soils under this Agreement are contingent upon Organic Soils' application and receipt of the following Village approvals (the Approvals):

1. Subdivision approval and approval of a Plat of Subdivision to create a separate and distinct Parcel upon which the Landscape Waste Transfer Facility will be operated and which Parcel shall constitute the Leased Premises.

2. Approval of a Zoning Map Amendment to rezone the Leased Premises from R-1 One-Family Residence District to B-3 Service District.

3. Approval of a Zoning Code Text Amendment to add landscape waste transfer facility as a Special Use in the B-3 Service District together with performance standards for landscape waste transfer facilities.

4. Approval of a Special Use Permit to operate a landscape waste transfer facility upon the Leased Premises.

5. Approval of such other zoning requests as determined necessary during the zoning approval review process.

B. The Approvals shall be in accordance with the rules, regulations and ordinances of the Village including, but not limited to, the subdivision review process, the engineering review process, construction plan review process and the approval of all necessary ordinances, it being understood that the Village, in its capacity as a municipal corporation has sole discretion to approve all plans for development within the Village, and the Village shall not be deemed to have caused a default hereunder or hold any liability for its failure to grant any of the approvals as required herein. The Approvals shall be a prerequisite to the use and occupancy of the Leased Premises by Organic

Soils. Should the Village not grant any of the approvals required herein, this Agreement shall terminate and be of no further force and effect.

C. This Agreement shall further be contingent upon Organic Soils' receipt of the necessary Illinois Environmental Protection Agency permits and all other Governmental Approvals necessary for the operation of a landscape waste transfer facility upon the Leased Premises.

D. If necessary, Organic Soils shall assist the Village in obtaining any required Illinois Environmental Protection Agency Water Bureau Permit amendment for the Village's Water Reclamation Center. If at any time the Village determines, in its sole discretion, that the operation of the landscape waste transfer facility shall have a Material Adverse Effect upon the operation or permitting of the Village's Water Reclamation Center, the Village shall have the right to terminate this Agreement immediately.

E. During the approval process, Organic Soils may perform and obtain, at its sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Leased Premises, necessary to determine if the Leased Premises will be compatible with the proposed use. Organic Soils agrees any such testing or investigations shall not in any way jeopardize or in any way disrupt or interfere with the operations of the Village on the Property, and also that the Property will be returned to the condition it was in prior to any such tests or investigations upon their completion.

6. Permitted Uses.

A. The Leased Premises shall be used by Organic Soils solely and exclusively for the purpose of constructing, operating and maintaining a landscape waste transfer station and related improvements, as approved by the Village. Organic Soils shall not construct any buildings, structures, lighting or other improvements upon the Leased Premises except as may be approved, in writing, by the Village.

B. Organic Soils shall operate, maintain and supervise the landscape waste transfer station and all improvements constructed by Organic Soils upon the Leased Premises. Organic Soils shall be solely responsible for the construction, installation, operation, supervision maintenance, inspection, repair, or replacement of said landscape waste transfer station and all improvements upon the Leased Premises. Organic Soils acknowledges that the Village shall have no responsibility for the construction, installation, operation, supervision, maintenance, inspection, repair or replacement of the landscape waste transfer station and any improvements upon the Leased Premises. The Village shall have the right, but not the obligation, to periodically inspect the landscape waste transfer station and any improvements upon the Leased Premises for compliance with this Agreement.

C. Organic Soils agrees that its operation of the landscape transfer station operation shall be in strict conformance with the subdivision, zoning and special use approvals granted by the Village. The terms and provisions of all ordinances granting said approvals shall be incorporated into this Agreement and any violation of the terms of said ordinances shall constitute a default of this Agreement.

7. Rent.

Organic Soils shall pay the following rent to the Village:

A. Eighteen Thousand Dollars (\$18,000.00) per annum, payable in twelve (12) consecutive monthly installments of One Thousand Five Hundred Dollars (\$1,500.00) beginning on the first day of the month immediately following the date of approval of the Illinois Environmental Protection Agency permit to operate a landscape waste transfer facility (the Lease Payment Commencement Date);

B. Organic Soils shall deliver to the Village up to one thousand (1,000) cubic yards of finished compost each lease year, as requested by the Village. Organic Soils shall pick up the finished compost from Green Organics, Inc. and transport it to an agreed upon location within the Village boundaries within seven (7) days of a request for finished compost

C. Organic Soils shall pay a tipping fee on a monthly basis to the Village in the amounts set forth herein, per cubic yard of landscape waste deposited at the transfer station. Each monthly payment shall be due by the 14th calendar day following the close of the month which is the subject of the payment. Organic Soils shall provide contemporaneously with the payments, an itemization of its calculation of the tipping fee and documentation supporting the amount of landscape waste deposited at the transfer facility.

D. The tipping fee shall be as follows:

1. During the first three years of the Lease - \$.35 per cubic yard.
2. During the fourth through seventh year of the Lease - \$.45 per cubic yard.
3. During any Extended Term as provided for in Section 3 – the tipping fee shall be as negotiated between Organic Soils and the Village.

E. Organic Soils agrees that the Village shall have the right to conduct an audit to determine the accuracy of the tipping fees paid by Organic Soils to the Village. Organic Soils shall provide all documents and information necessary for the Village to conduct its audit within sixty (60) days after the receipt of the request of the audit. Any audit shall be conducted by the Village in accordance with generally applicable auditing standards.

F. Organic Soils shall pay the Village a Late Payment Charge equal to five percent (5%) of any payment not made when due. In addition to the Late Payment Charge, any amounts not paid when due shall bear interest until the date of payment at the rate of two per cent (2%) per month.

G. In addition to the other payments required hereunder, upon delivery to the Village of a signed original of this Agreement, Organic Soils shall pay to the Village Six Thousand Dollars (\$6,000.00) which shall reimburse Village for its reasonable costs and expenses incurred by Village in negotiating this Agreement, including consultant fees, legal fees, engineering fees, staff time, and other resources expended. Such payment shall not include and shall be in addition to any fees, costs, consultant's costs and expenses of the Village required to be reimbursed by Organic Soils for the Approvals or any licenses and/or permits required for or occasioned by Organic Soils' use of the Leased Premises.

H. Failure of Organic Soils to pay any amount due under any provision of this Agreement shall constitute a Default and shall afford to Village all rights and remedies available herein.

8. Additional Benefits to Village.

In addition to the payments set forth in Section 6, Organic Soils shall provide the following additional services to the Village:

A. Organic Soils shall accept any residential landscape waste from the Village's contracted waste hauler of record during the term of this Agreement provided, however, that nothing set forth herein shall require the Village's water hauler to deposit residential landscape waste with Organic Soils. Any fee charged by Organic Soils for the deposit of residential landscape waste the Village's contracted waste hauler shall be equal to or less than the lowest fee charged by Organic Soils for accepting residential landscape waste at the Facility.

B. Organic Soils shall accept, at no charge, any landscape waste materials from any Village property and rights-of-way. These amounts accepted from the Village shall not be subject to the payment of any tipping fee as set forth in Section 6C. Nothing set forth herein shall require the Village or any of its contractors to deposit landscape waste materials from Village property or right-of-way with Organic Soils.

9. Repairs and Compliance with Laws.

Organic Soils covenants to perform the following obligations during the Term hereof:

A. Carry on the business and operations at the Leased Premises to comply in all respects, and will remain in compliance, with all applicable federal, state, regional, county or local laws and will maintain the Premises in compliance in all material respects with any applicable law (including but not limited to environmental laws) and be responsible for making any notification or report concerning the Leased Premises to any Governmental Authority required to be made by any applicable law; provided, however, Organic Soils shall not submit any document to a Governmental Authority referring or relating to the Leased Premises without first submitting the document to the Village for its review and approval.

B. Obtain and maintain in full force and effect all Governmental Approvals required by any applicable law for operations at the Leased Premises, provided, however, Organic Soils shall not enter into negotiations with any Governmental Authority to develop variances or revisions to laws or regulations with respect to the Premises without the Village's prior written approval;

C. Expeditiously cure to the reasonable satisfaction of the Village any material violation of applicable laws at the Premises at Organic Soils' own expense to the extent such violation is attributable to events or conditions which arose during the lease term, or are caused by any person permitted to use the Premises by Organic Soils or any third party during the term of this Lease except the Village;

D. Arrange for the furnishing of all utilities including electricity, water, sewer, necessary for the operation of the landscape waste transfer station and pay all utility charges in connection therewith;

E. Keep the Leased Premises in good order and safe repair, together with all equipment, installations and appurtenances thereto;

F. Establish a security plan for the Leased Premises and keep the Leased Premises free from "fly dumping";

G. Conduct regular inspections of the Leased Premises. Organic Soils shall prepare a report on each inspection conducted and shall provide a copy of the inspection reports to the Village Manager upon request;

H. Investigate all reported accidents and take such steps as necessary to correct any dangerous conditions that could cause future accidents. All accidents shall be documented and a copy of each report furnished to the Village within thirty (30) days of the conclusion of the investigation;

I. Comply with all applicable federal, state, county, and local laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, subdivision and planned development codes, building, electric, plumbing and fire codes, environmental laws, regulations and orders and any other applicable codes and ordinances which may be in effect from time to time;

J. Pay all costs, expenses, claims, fines, penalties, and damages that may in any manner arise out of its use of the property leased or owned by it or by its failure to comply with the provisions of this Agreement.

10. Indemnification:

A. To the fullest extent permitted by law, Organic Soils shall protect, defend, indemnify, and hold harmless the Village, and its officers, agents and employees, from all claims, costs, actions, Damages and expenses, including attorney's fees arising from or in connection with (1) any act, omission, or negligence of Organic Soils or any of its partners, assignees, officers, officials, agents, employees, invitees, or contractors of Organic Soils occurring from, growing out of, incident to, or resulting directly or indirectly from the use of the Leased Premises; and (2) any accident or damage whatsoever occurring on or upon the Leased Premises during term of the Agreement.

B. In any and all claims against the Village or any of its agents or employees, by any employee of Organic Soils, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of Damages, compensation, or benefits payable by or for Organic Soils under the Illinois Workers' Compensation Act, disability benefits acts or employee benefits acts, or other applicable law. Organic Soils waives all rights of subrogation and all defenses available to Organic Soils as an employer which limits the amount of Organic Soils' liability to the Village to the amount of Organic Soils' liability.

11. Insurance.

Organic Soils covenants and agrees that from the Lease Commencement Date and at all times during the Lease Term, it shall maintain, at its own cost and expense, the insurance as set forth below. Organic Soils shall require all subcontractors or independent contractors doing any work at the Leased Premises to maintain in force the same insurance requirements.

A. Comprehensive broad form general liability insurance with extended coverage protecting each Party against claims or Damages for personal injury, death, and to property,

occurring upon, in or about the Leased Premises, such insurance to afford protection to the limit of not less than Two Million Dollars (\$2,000,000.00). The insurance coverage required by this section shall extend to any contractual liability arising out of the indemnities provided for in Section 8 herein.

B. Automobile liability insurance, combined single limit, in the amount of not less than One Million Dollars (\$1,000,000.00).

C. Broad form Property Damage insurance covering the Leased Premises, and all alterations, extensions, improvements thereto, against loss or damage by fire and the risks contemplated within the extended coverage endorsements, including sprinkler damage, vandalism, and malicious mischief and against such other risks as shall reasonably be required by the Parties in an amount not less than the full actual replacement cost of the improvements and appurtenances thereto.

D. Pollution Liability with a limit of not less than Two Million Dollars (\$2,000,000) per claim, Two Million Dollars (\$2,000,000) aggregate to coverage damage or losses for bodily injury and property damage resulting from the handling, use or release of any chemicals, contaminants, pollutants, or hazardous materials upon the Leased Premises, any Environmental Claim or any violations of Environmental Law.

E. Workers Compensation insurance at the statutory limits and Employer's Liability Insurance with a policy limit of not less than Five Hundred Thousand Dollars (\$500,000.00).

F. All policies of insurance shall be issued by solvent and responsible insurance companies, licensed to do business in Illinois with a general policy holder's rating of A – or above, and a financial rating of AAA as rated in the most current and available "Best's Insurance Reports", and qualified to do business in the State of Illinois.

G. All policies, other than those for Worker's Compensation, shall be written on an occurrence and not on a claims made basis.

H. The Village, its officers, agents and employees shall be listed as an additional insured on a primary and non-contributory basis, on the general liability, automobile liability and any excess policies. In addition, Organic Soils shall furnish certificates of the insurance and/or coverage in place as required herein and including a thirty (30) day notice of cancellation or reduction in limits and such certificate of insurance shall contain no provision limiting the carrier's liability for failure to give the insured parties at least thirty (30) days written notice of cancellation of such policy. The policy and/or coverage shall contain a "Contractual liability" clause. The Village reserves the right to request complete, certified copies of the insurance policies. The insurance required herein shall be primary coverage in all respects and in regard to the Village, its officers, agents and employees. In regards to the Worker's Compensation coverage, the insurer shall agree to waive all rights of subrogation against the Village its officers, agents and employees.

12. Return of Possession and Restoration

Upon termination of this Agreement, by lapse of time or otherwise, Organic Soils covenants and agrees that it shall yield immediate possession to the Village and restore, at its sole cost and expense, all portions of the Leased Premises or any other property altered by Organic Soils in connection with its use of the Leased Premises to their original condition immediately preceding

any work conducted during the term of this Agreement. All improvements, personal property and all equipment constructed and installed by Organic Soils shall be removed from the Leased Premises by Organic Soils, at its expense, upon the termination of this Agreement. In the event that the improvements, personal property and equipment is not removed and the Leased Premises restored within three (3) months after the termination of this Agreement, the Village shall have the right to remove and dispose of such improvements, personal property and equipment, in any manner it deems appropriate, and restore the Leased Premises to its original condition and Organic Soils shall reimburse the Village for its costs of restoration together with interest at a rate of two (2%) per cent per month.

13. Liens.

Organic Soils covenants and agrees not to suffer, create or permit any lien or encumbrance to be placed upon or against the Leased Premises, or against Organic Soils' leasehold interest in the Leased Premises. In the event any such lien has been created or attached, Organic Soils shall immediately pay and remove the same. The failure of Organic Soils to pay and remove any liens or encumbrances within ten (10) days shall constitute a Default, and the Village, at its election, may pay and satisfy the same and in such event the sums paid by Village, shall incur interest from the date of payment at the rate of two (2%) per cent per month. Such sums shall be deemed to be additional rent due and payable by Organic Soils at once without notice or demand.

14. Taxes.

Organic Soils shall pay any real property tax or any other tax or fee which is attributable to the existence of this Agreement or to the presence or installation of the landscape waste transfer facility. Organic Soils' responsibility for payment shall include any such tax or fee which accrues during the term of this Agreement prior to the date on which this Agreement expires or otherwise terminates, even if the said tax or fee is not payable until a date after such expiration or termination. The Village hereby grants to Organic Soils the right to challenge, at Organic Soils' own cost and expense and without any cost to Village, whether in a Court, Administrative Proceeding, or other venue, on behalf of Village and/or Organic Soils, any real property tax assessments that may affect Organic Soils. If the Village or Organic Soils receives notice of any real property tax assessment against the Organic Soils or the Village, for which Organic Soils is responsible pursuant to this Section, receiving Party shall provide timely notice of the assessment to the other Party and the Village shall allow Organic Soils to consent to or challenge such assessment. Further, the Village shall reasonably endeavor to provide to Organic Soils any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section. The failure of Organic Soils to pay any taxes in a timely manner shall constitute a Default and the Village may, at its election, pay said taxes and charge Organic Soils the amount of the taxes plus all fees and expenses incurred by Village, including all attorneys' fees and costs. All such payments made by the Village shall incur interest from the date of payment at the rate of two (2%) per cent per month.

15. Restoration Surety.

Concurrently with Organic Soils' execution of this Agreement, Organic Soils shall deliver to the Village, as protection for the full and faithful performance by Organic Soils of its obligations to restore the Leased Premises and any improvements made to other areas under Paragraph 12 of this Agreement, a surety bond in the amount of One hundred eighty thousand, seven hundred fifty

dollars \$180,750.00). Upon approval of the final engineering, the bond amount may be increased or reduced based on the approved engineering work to be constructed and a revised determination of restoration costs.

The delivery of the surety bonds set forth in this Section shall not be deemed to be a limitation on the liability of Organic Soils under the terms and conditions of this Agreement.

16. Assignment.

Neither Party shall assign or sublet the Leased Premises or any part thereof during the term of this Agreement without the written consent of the other Party. Any assignment or subletting agreed to shall not be effective unless the assignee agrees in writing to be bound by all covenants, conditions, agreements and terms of this Agreement.

17. Environmental.

A. Environmental Representations and Warranties of Organic Soils.

Organic Soils represents and warrants that it shall:

1. take all reasonable steps to assure that there will be no spill, discharge, leak, emission, injection, escape, dumping or Release of any toxic or hazardous materials or substances by any persons on the Leased Premises during the term of this Agreement;

2. not manufacture, use, generate, transport, treat, store, Release, dispose or handle any Hazardous Material or toxic material at the Leased Premises, without the written permission of the Village;

3. within 72 hours notify the Village in writing of and provide any reasonably requested documents upon learning of any of the following which arise in connection with the Leased Premises;

(a) any liability for response or corrective action, natural resource damage or other harm pursuant to an Environmental Law;

(b) any Environmental Claim arising (a) pursuant to, or in connection with an actual or alleged violation of, any Environmental Law, (b) in connection with any Hazardous Material or actual or alleged Hazardous Material Activity, (c) from any abatement, removal, remedial, corrective or other response action in connection with a Hazardous Material, Environmental Law or other order of a Governmental Authority or (d) from any actual or alleged damage, injury, threat or harm to health, safety, natural resources or the environment;

(c) any violation of an Environmental Law or Release, threatened Release or disposal of a Hazardous Material, waste or substance;

(d) any restriction on the ownership, occupancy, use or transferability arising pursuant to any (i) Release, threatened Release or disposal of a Hazardous Material, waste or substance, or (ii) Environmental Law; or,

(e) any environmental, natural resource, health or safety condition which could materially impair the condition of the Premises or could have a Material Adverse Effect.

4. conduct expeditiously to the reasonable satisfaction of the Village and in accordance with any applicable Environmental Law any response action necessary to remove, remediate, clean up or abate any material Release, threatened Release or disposal of a Hazardous Material, waste or substance at Organic Soils' expense to the extent such response action is attributable to events or conditions which arose during the term of this Agreement;

5. upon the written request of the Village, provide at Organic Soils' expense a timely report of an environmental assessment of reasonable scope, form and depth (including, where appropriate, invasive soil or groundwater sampling) by a consultant reasonably approved by the Village as to:

(a) any matter to the extent such matter arises during the lease term and for which notice is provided pursuant to the above requirements or which may reasonably be believed by Organic Soils to form the basis of an Environmental Claim in connection with the Leased Premises; and,

(b) the general environmental condition of the Leased Premises within three hundred and sixty-five (365) days of the termination date. If such a requested environmental report is not delivered within seventy-five (75) days after receipt of the Village's request, then the Village may then arrange for same. The reasonable cost of any assessment arranged for by the Village pursuant to this provision shall be payable by Organic Soils on demand and shall incur interest from the date of the Village's payment at the rate of two (2%) per cent per month.

6. allow the Village or its representatives from time to time at the Village's reasonable discretion and expense to inspect the Leased Premises and conduct an environmental assessment (including invasive soil or groundwater sampling), including, without limitation, to facilitate any other sale or lease of the Leased Premises;

7. promptly provide or otherwise make available to the Village any reasonably requested Environmental Record concerning the Leased Premises which Organic Soils possesses or can reasonably obtain;

8. remove from the Leased Premises at its expense by the termination date of this Agreement any Hazardous Materials;

9. notify the Village and Village's Attorney by telephone within two hours of Organic Soils' actual knowledge of the Release of Hazardous Materials, including the extent to which the identity of Hazardous Material is known, the quantity thereof and the cause(s) of the Release, and provide the Village within 72 hours of the event, with copies of all written notices by Organic Soils that are reported to or received from a Governmental Authority;

10. provide such information that the Village may reasonably request from time to time to determine compliance by Organic Soils with this section;

11. maintain the Leased Premises in a manner which does not unreasonably interfere with the Village's ability to comply with any applicable laws.

B. Environmental Indemnifications and Waivers.

1. To the fullest extent permitted by law, Organic Soils shall indemnify, hold harmless and hereby waives any claim for contribution against Village for any Damages to the extent they arise from:

(a) events or conditions which existed on or after the Effective Date of this Agreement and relate to:

(1) any Release, threatened Release or disposal of any Hazardous Material at the Premises;

(2) the operation or violation of any Environmental Claim in connection with the Premises; or,

(3) any Environmental Claim in connection with the Premises; or,

(b) the inaccuracy or breach of any representation or warranty by Organic Soils in this section of this Contract.

2. These indemnifications and waivers shall survive the termination of this Agreement and shall be binding upon successors and assigns of Organic Soils and to the benefit of Village and its successors and assigns.

18. No Third Party Beneficiary

This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

19. Default.

A. The following events shall be deemed to be events of default by Organic Soils under this Agreement ("Event of Default"):

1. Organic Soils has failed to pay the rent or any other charge provided herein, or any portion thereof;

2. Organic Soils has failed to comply with any other provisions of this Agreement;

3. Any material representation made by Organic Soils in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to the Village or any Governmental Authority pursuant to or in connection with any of said documents, shall be untrue or incorrect in any material respect as of the date made;

4. Organic Soils creates any act that has a Material Adverse Effect;

5. Organic Soils Abandons the Leased Premises.

6. The entry of a decree or order for relief by a court having jurisdiction in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, (or similar official) of Organic Soils for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days.

7. The commencement by Organic Soils of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by Organic Soils to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, (or similar official) of Organic Soils or of any substantial part of the Leased Premises, or the making by any such entity of any assignment for the benefit of creditors or the failure of Organic Soils generally to pay such entity's debts as such debts become due or the taking of action by Organic Soils in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others and not dismissed within thirty (30) consecutive days.

8. Village's failure to perform any term, condition or breach of any warranty or covenant under this Agreement.

B. In the event either Party to this Agreement should fail to perform or avoid its obligations herein, the Party not in breach shall provide written notice to the Party in breach setting forth the action or failure to act that constitutes the breach of this Agreement. The breaching Party shall have thirty (30) days to cure any breach, otherwise the Party not in breach may initiate an action in the Circuit Court of DuPage County to enforce the terms and conditions set forth herein, and, if a breach of the terms of this Agreement is found to exist, shall be permitted to assess all costs and reasonable attorney's fees incurred by reason of such enforcement action against the Party in breach.

20. Termination.

This Agreement may be terminated as follows:

A. by either Party on thirty (30) days prior written notice, if the other Party remains in default as provided under Section 17 of this Agreement after the applicable cure periods;

B. by either Village, upon seven (7) days prior written notice, if Organic Soils is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other Governmental Authority necessary for the construction or operation of the landscape wasted transfer facility as now or hereafter intended by Organic Soils;

C. by Organic Soils, upon thirty (30) days prior written notice to Village, if Organic Soils determines, in its sole discretion, due to the title report results or survey results, that the condition of the Leased Premises is unsatisfactory for its intended uses;

D. by either Party, at any time, upon one hundred eighty days prior written notice to the other Party.

21. Additional Representations and Warranties.

In addition to any other representations and warranties set forth in this Agreement, each Party represents and warrants to the other as to the real property to be transferred by it as follows:

A. Upon execution and delivery of a copy of this Agreement, each Party has obtained all signatures and approvals whatsoever required of said Party, and this Agreement shall then be a fully binding obligation of the each of the Parties without any additional actions or consents required.

B. Neither Party has notice or knowledge of any litigation, arbitration, or administrative hearing before any governmental agency concerning or affecting the Leased Premises, which is instituted or has been threatened.

C. Neither Party shall take, or omit to take, any action that would have the effect of violating any of the representations, warranties, covenants, nor agreements contained in this Agreement.

22. Headings and Captions.

The headings and captions of the paragraphs of this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

23. Severability.

In the event that any paragraph, section, sentence, clause or phrase contained in this Agreement becomes or is held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.

24. Notices.

A. Notices under this Agreement to Organic Soils, Inc. shall be delivered as follows:

David Gravel
Organic Soils, Inc.
290 South Main Place
Carol Stream, Illinois 60188

B. Notices under this Agreement to the Village shall be delivered as follows:

Joseph E. Breinig
Village Manager
Village of Carol Stream
500 N. Gary Avenue
Carol Stream, Illinois 60188

C. All notices shall be in writing and shall be sent by courier or by telecopy with a copy sent by regular mail, or by certified or registered mail, return receipt requested, or by personal service. Notices sent by certified mail shall be deemed received two (2) days after mailing but considered given as of the date of mailing.

25. Disclosure

In accordance with Illinois law, 50 ILCS 105/3.1, simultaneously with the execution of this Agreement by the Parties, a Director or an authorized agent of Organic Soils, Inc. shall submit a sworn affidavit to the Village disclosing the identity of every owner and beneficiary who shall obtain any interest, real or personal, in Organic Soils, and every shareholder entitled to receive more than 7½% of the total distributable income of any corporation or, alternatively, if a corporation's stock is publicly traded, a sworn affidavit by an officer of Organic Soils that there is no readily known individual who shall obtain a greater than 7½% percent interest, real or personal, in Organic Soils, Inc.. The sworn affidavit shall be substantially similar to the one described in EXHIBIT B attached hereto and made a part of this Agreement. Said affidavit shall be updated, as necessary.

26. Miscellaneous.

A. This Agreement constitutes the entire understanding of the Parties with respect to its subject matter, supersedes any other prior understandings which the Parties may have had or offers which it may have made, and may be amended only by written instrument executed by both Parties.

B. This Agreement cannot be amended, modified or revised unless done in writing and signed by the Village and Organic Soils. No provision may be waived except in writing signed by both Parties. The failure by a Party to enforce any provision of this Agreement or to require performance by the other Party will not be construed to be a waiver, or in any way affect the right of either Party to enforce such provision thereafter.

C. All obligations of the Parties in this Agreement shall be binding upon and all rights of the Parties hereby shall inure to the benefit of the applicable successors and assigns of the respective Parties.

D. Whenever the singular is used herein, the same may include the plural if the context so requires and any gender used herein shall include the other gender.

E. The laws of the State of Illinois shall govern the validity, construction, enforcement and interpretation of this Agreement. Venue shall be in the Circuit Court of DuPage County and the Parties consent to jurisdiction of said court for any action or proceeding.

F. The Parties hereto expressly agree that time is of the essence with respect to this Agreement.

G. Nothing in this Agreement, or any actions of the Parties to this Agreement, shall be construed by the Parties or any third person to create the relationship of a partnership, agency or joint venture between or among such Parties.

H.. The Village and Organic Soils hereby waive trial by jury in any action, proceeding or counterclaim brought by one Party against the other on any matter arising out of or in connection with this Agreement.

I. Organic Soils agrees to cooperate with the Village in compliance with the Freedom of Information Act, 5ILCS 140/4 et seq. In addition, Organic Soils shall produce, without cost to the Village, records which are responsive to and not exempt from a request received by the Village under the Freedom of Information Act so that the Village may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Organic Soils shall so notify the Village and if possible, the Village shall request an extension so as to comply with the Act. Organic Soils shall advise the Village if it maintains that any such records are exempt from disclosure, provided, however that in the event that the Village is found to have not complied with the Freedom of Information Act, based upon Organic Soils' failure to produce documents or otherwise appropriately respond to a request under the Act, then Organic Soils shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized officials this ____ day of _____, 2014.

VILLAGE OF CAROL STREAM,
an Illinois municipal corporation.

ORGANIC SOILS, Inc.,
an Illinois corporation.

By: _____
Frank Saverino, Sr., Mayor

By: _____
President

ATTEST:

ATTEST:

By: _____
Beth Melody, Village Clerk

By: _____
Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for County, in the State aforesaid, DO HEREBY CERTIFY that **Frank Saverino, Sr.**, as Mayor, and **Beth Melody**, as Village Clerk of the Village of Carol Stream, an Illinois municipal corporation, both personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and Village Clerk, respectively, appeared before me this day in person, and acknowledged that they signed and delivered said instrument as the free and voluntary act of said Village, for the uses and purposes therein set forth; and said Village Clerk did there acknowledge that she, as Custodian of the corporate seal of said Village, did affix said corporate seal of said Village to said instrument as the free and voluntary act of said Village and for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, 2014.

NOTARY PUBLIC

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, President of Organic Soils, Inc., and _____, Secretary, personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes herein set forth.

Given under my hand and seal this _____ day of _____, 2014.

NOTARY PUBLIC

EXHIBIT A

Legal Description of Leased Premises

EXHIBIT B
DISCLOSURE AFFIDAVIT

State of Illinois)
County of _____)

I, _____, reside at _____ in the City/Village of _____, County of _____, State of Illinois, being first duly sworn and having personal knowledge of the below facts, swear to the following:

That I am over the age of eighteen and serve as the (choose one) _____ (i.e., owner, authorized member, corporate official or managing agent of _____ ("Organic Soils, Inc.")).

That the Leased Premises in question has a common street address referred to as: _____ in the Village of Carol Stream, County of DuPage, State of Illinois, and with a Property Index Number(s) of _____.

That I understand that pursuant to 50 ILCS 105/3.1, prior to execution of the Lease Agreement between the Organic Soils and the Village, state law requires the owner, authorized trustee, corporate official or managing agent to submit a sworn affidavit to the Village disclosing the identity of every owner and beneficiary who will obtain any interest, real or personal, in the Leased Premises, and every shareholder who will be entitled to receive more than 7.5% of the total distributable income of any corporation having any interest, real or personal, in the Leased Premises after this transaction is consummated.

As the owner, authorized trustee, corporate official, or managing agent, I declare under oath that (choose one):

(a) The owners or beneficiaries of the trust are: _____;

or

(b) The shareholders with more than 7 1/2% interest are: _____;

or

(c) The corporation is publicly traded and there is no readily known individual having greater than a 7 1/2% interest in the corporation.

This instrument is made to induce the Village to enter into the Lease Agreement and in accordance with 50 ILCS 105/3.1.

Affiant: _____

Subscribed and Sworn to
before me this _____ day
of _____, 2014.

KTJKLEIN, THORPE & JENKINS, LTD.
Attorneys at Law20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903
T 312 984 6400 F 312 984 644415010 S. Ravinia Avenue, Ste 10
Orland Park, Illinois 60462-5353
T 708 349 3888 F 708 349 1506www.ktjlaw.com**MEMORANDUM**

**TO: President and Board of Trustees
Joseph Breinig, Village Manager**

FROM: James A. Rhodes, Village Attorney

DATE: August 15, 2014

RE: Lease Agreement with Organic Soils, Inc.

Under consideration by the Mayor and Board of Trustees is a Lease Agreement with Organic Soils, Inc. through which Organic Soils will construct, operate, maintain, supervise, and inspect a landscape waste transfer station upon the Leased Premises in accordance with the terms of the Agreement. The key terms of the Agreement are as follows:

1. The initial lease period is for seven (7) years. The Lease may also be extended for two additional five year terms, so long as Organic Soils has not breached the Lease and the Village and Organic Soils can agree upon the rent amount, tipping fees and such other provisions as the Village deems necessary. The Lease does not have to be extended, however, if the Village needs the Leased Premises for its own use.
2. In order for the Lease to take effect, Organic Soils must receive all necessary governmental approvals to operate the landscape waste transfer station.
3. The Lease Agreement incorporates all of the zoning approval ordinances and requires that Organic Soils comply with all conditions as set forth within those ordinances.
4. As rent for use of the Village Property, Organic Soils will pay a rental fee of \$18,000 per year during the initial lease term, provide the Village with up to 1,000 cubic yards of compost material, and pay tipping fees on the amount of landscape waste deposited on the Leased Premises. The tipping fees range from \$.35 per cu. yard to \$.45 per cu. yard during the initial term of the lease. For the Extended Terms the rent and tipping fees will be renegotiated. In addition, Organic Soils will pay the Village a one-time fee of \$6,000.00 as reimbursement for the Village's costs in negotiating the Lease.

5. Organic Soils will also accept all landscape waste from Village rights-of-way and Village property at no charge to the Village and agrees to charge the Village's waste hauler its lowest applicable rate.
6. The Agreement requires Organic Soils to use and maintain the Leased Premises in good condition at all times, in compliance with all laws, and to pay all fees, fines, assessments or taxes that may be required for operation of the facility.
7. Organic Soils is required to indemnify the Village and its officers, agents and employees from any liability arising out of its use of the facility and Organic Soils must maintain insurance with respect to its operations at levels approved by the Intergovernmental Risk Management Agency.
8. At the termination of the Lease, Organic Soils must restore the Leased Premises to its original condition. As a guarantee of the restoration, Organic Soils must post a bond in the amount of the estimated costs of restoration.
9. Organic Soils must operate the facility in full compliance with all environmental laws and must ensure that no hazardous waste is maintained upon the Leased Premises. Organic Soils must also maintain pollution liability insurance covering any possible contamination to the Leased Premises.
10. Default provisions are included, allowing the Village to terminate the agreement if Organic Soils does not perform its obligations as required.
11. In addition, a provision has been included that allows either Party to terminate the Lease for any reason upon 180 days notice.

Village of Carol Stream
 Schedule of Bills
 For Village Board Approval on August 18, 2014

AGENDA ITEM
L-1 8-18-14

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
AAA CONCRETE RAISING COMPANY					
MUDJACKING SERVICES	7,308.00	01670500-52272	PROPERTY MAINTENANCE	2465	20150030
	<u>7,308.00</u>				
ACCURATE OFFICE SUPPLY CO					
TONER	162.00	01610100-53317	OPERATING SUPPLIES	285286	
	<u>162.00</u>				
ALLIED ASPHALT PAVING COMPANY					
SURFACE ASPHALT	258.57	01670500-53317	OPERATING SUPPLIES	183598	
	<u>258.57</u>				
AMAZON.COM					
BLUE TOOTH HEADSET	26.68	04201600-52230	TELEPHONE	1140235	
BLUE TOOTH HEADSET	26.69	01670100-52230	TELEPHONE	1140235	
CAMERA BATTERY	16.17	01662400-53317	OPERATING SUPPLIES	9359407	
DECAL ERASER WHEEL	80.25	01696200-53317	OPERATING SUPPLIES	1138833102	
SMOKING URN VLG HL	83.28	01680000-53319	MAINTENANCE SUPPLIES	9236201	
	<u>233.07</u>				
AMER PLANNING ASSN					
BASTIAN 10/14-9/15	565.00	01640100-52234	DUES & SUBSCRIPTIONS	112887-1454	
	<u>565.00</u>				
AMERICAN EXPRESS MERCHANT SERVICES					
AMEX CC FEES JULY 2014	69.87	04103100-52221	UTILITY BILL PROCESSING	INV 9693 JULY/2014	
AMEX CC FEES JULY 2014	69.88	04203100-52221	UTILITY BILL PROCESSING	INV 9693 JULY/2014	
AMEX CC FEES JULY 2014	11.55	04203100-52221	UTILITY BILL PROCESSING	INV 8573 JULY/2014	
AMEX CC FEES JULY 2014	11.56	04103100-52221	UTILITY BILL PROCESSING	INV 8573 JULY/2014	
	<u>162.86</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on August 18, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
AMERICAN FIRST AID					
1ST AID RPLNH JUN/14	87.05	01590000-53317	OPERATING SUPPLIES	167864	
FIRST AID SUPPLIES JUNE/2014	34.33	01670100-53317	OPERATING SUPPLIES	167955	
	121.38				
AMERICAN LEGAL PUBLISHING CORP					
CODIFICATION JULY 2014	567.00	01580000-52253	CONSULTANT	0100174	
	567.00				
AMERICAN MESSAGING					
RECORDS PGR JUL/14	7.69	01662600-52243	PAGING	U11134070G	
SSU PAGERS PGR JUL/14	41.10	01662500-52243	PAGING	U11134070G	
	48.79				
AMERICAN ROAD MAINTENANCE					
	-4,442.92	11-21344	RETAINAGE AMERICAN ROAD MAIM14-307		20150036
2014 ASPHALT REJ PROJECT	88,858.35	11740000-55486	ROADWAY CAPITAL IMPROVEMENTM14-307		20150036
MINIMUM STRIPING SCHOOL AREA CS	1,250.00	11740000-55486	ROADWAY CAPITAL IMPROVEMENTM14-308		
	85,665.43				
AREA BLACK SOIL INC					
BLACK DIRT	1,260.00	01670400-53317	OPERATING SUPPLIES	8709	
	1,260.00				
ARENDS HOGAN WALKER LLC					
FILLER CAP, SPINDLE	440.22	01696200-53354	PARTS PURCHASED	514441	
SIDE LIGHT, WHEEL	156.92	01696200-53354	PARTS PURCHASED	514443	
SPINDLE	408.72	01696200-53354	PARTS PURCHASED	496389	
	1,005.86				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on August 18, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
ARMBRUST PLUMBING, HEATING & AIR CONDITIO					
AC REPAIRS	230.00	01670400-52244	MAINTENANCE & REPAIR	0000076284	
SERVICE CALL FOR RTU	209.00	01670400-52244	MAINTENANCE & REPAIR	0000076551	
	<u>439.00</u>				
ARROW ROAD CONSTRUCTION					
	66.34	04-21244	RETAINAGE RA MANCINI	6186CM	20150006
	55,006.57	11-21449	RETAINAGE ARROW ROAD CONSTR	6186CM	20150006
2014 FLEXIBLE PAVEMENT/WRC PRK	238,040.16	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	6186CM	20150006
2014 FLEXIBLE PAVEMENT/WRC PRK	323,830.84	04201600-54480	CONSTRUCTION	6186CM	20150006
	<u>616,943.91</u>				
ASE EQUIPMENT SERVICES					
TRIMMER HOLDERS	80.00	01670500-53317	OPERATING SUPPLIES	7383	
	<u>80.00</u>				
ASHLEY ELECTRIC CO					
LIFT INSTALLED	1,850.00	01696200-52244	MAINTENANCE & REPAIR	06-14	
	<u>1,850.00</u>				
AUTO TRUCK GROUP					
NEW EMERGENCY EQUIPMENT	4,340.00	01662300-53350	SMALL EQUIPMENT EXPENSE	1234883	
NEW EMERGENCY EQUIPMENT	5,804.00	01662700-52244	MAINTENANCE & REPAIR	1234883	
	<u>10,144.00</u>				
B & F CONSTRUCTION CODE SERVICES, INC					
450 TOWER FIRE DETECTION/ALARM SYSTEM	149.80	01643700-52253	CONSULTANT	39786	
PLAN REVIEW - 330 MAIN PL	434.69	01643700-52253	CONSULTANT	39726	
PLAN REVIEW 900 KIMBERLY DR	392.34	01643700-52253	CONSULTANT	39748	
	<u>976.83</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on August 18, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
BANK OF AMERICA MERCHANT SERVICES					
CC MERCHANT FEES JULY 2014	1.25	04103100-52221	UTILITY BILL PROCESSING	INV 0887 JULY/2014	
CC MERCHANT FEES JULY 2014	1.25	04203100-52221	UTILITY BILL PROCESSING	INV 0887 JULY/2014	
	<u>2.50</u>				
BASIC IRRIGATION SERVICES INC					
REPAIR TO AERATION S.V.	727.00	01670600-52244	MAINTENANCE & REPAIR	19514	
	<u>727.00</u>				
BAXTER & WOODMAN INC					
ENGR SRV'S AERATION IMPV PHII	5,103.60	04101100-54480	CONSTRUCTION	0175113	20150031
	<u>5,103.60</u>				
BHFX DIGITAL IMAGING					
INK FOR CANNON	435.00	01620100-53317	OPERATING SUPPLIES	167602	
	<u>435.00</u>				
BOTACH					
EMERGENCY EQUIPMENT	395.56	01662700-53322	EMERGENCY EQUIPMENT	64818	
	<u>395.56</u>				
BRACING SYSTEMS					
CONCRETE SUPPLY/ARDEX	119.85	01670500-53317	OPERATING SUPPLIES	235559-1	
	<u>119.85</u>				
BRUNSWICK ZONE					
ROADBLOCK FOOD	170.00	01662300-53317	OPERATING SUPPLIES	5-3-191-56	
	<u>170.00</u>				
C J INCROCCI					
TUITION REIMB FRM 5/27 - 8/3 2014	485.50	01662700-52223	TRAINING	TUITION REIMB	
	<u>485.50</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on August 18, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
C S PUBLIC LIBRARY					
PPRT FOR THE COLLECTION PERIOD OF AUG/201	641.89	01000000-41102	PERSONAL PROPERTY REPLAC TAXPPRT AUG/2014		
	641.89				
CANON SOLUTIONS AMERICA					
COPIER 3/11-4/10	27.00	04200100-52231	COPY EXPENSE	4013098533	
COPIER 3/11-4/10	27.01	01670100-52231	COPY EXPENSE	4013098533	
COPIER 4/11-5/10	36.35	01670100-52231	COPY EXPENSE	4013098582	
COPIER 4/11-5/10	36.35	04200100-52231	COPY EXPENSE	4013098582	
	126.71				
CAROL STREAM LAWN & POWER					
FUEL TANK	34.91	01696200-53354	PARTS PURCHASED	341174	
OIL - 2 CYCLE - 1 GAL	75.36	01670400-53317	OPERATING SUPPLIES	341174	
WEED WHIP PRTS	36.62	01680000-53319	MAINTENANCE SUPPLIES	342686	
	146.89				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on August 18, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
CARQUEST AUTO PARTS					
AIR FILTER	8.02	01696200-53354	PARTS PURCHASED	2420-309451	
AIR FILTER	13.60	01696200-53354	PARTS PURCHASED	2420-310536	
AIR FILTER	32.30	01696200-53354	PARTS PURCHASED	2420-309434	
BATTERY	97.49	01696200-53354	PARTS PURCHASED	2420-308953	
BATTERY	112.89	01696200-53354	PARTS PURCHASED	2420-308856	
BRAKE PAD SET, ROTORS	199.03	01696200-53354	PARTS PURCHASED	2420-309066	
BRAKE ROTOR	145.18	01696200-53354	PARTS PURCHASED	2420-310171	
BRAKE ROTORS & PADS	364.65	01696200-53354	PARTS PURCHASED	2420-310109	
CAPSULE	15.94	01696200-53354	PARTS PURCHASED	2420-310278	
COM & TRACTOR BAT	109.99	01696200-53354	PARTS PURCHASED	2420-309547	
CORE RETURN	-17.00	01696200-53354	PARTS PURCHASED	2420-308881	
FUEL, OIL, HYD FILTERS	40.69	01696200-53354	PARTS PURCHASED	2420-310405	
FUEL/WATER SEP FILTER	11.22	01696200-53354	PARTS PURCHASED	2420-309784	
GLOVES	29.90	01696200-53317	OPERATING SUPPLIES	2420-309126	
HYD FILTER	3.67	01696200-53354	PARTS PURCHASED	2420-310526	
OIL FILTER	2.21	01696200-53354	PARTS PURCHASED	2420-310168	
OIL FILTER	2.44	01696200-53354	PARTS PURCHASED	2420-309026	
OIL FILTER	2.85	01696200-53354	PARTS PURCHASED	2420-308823	
OIL FILTER	5.70	01696200-53354	PARTS PURCHASED	2420-310056	
OIL FILTER	5.91	01696200-53354	PARTS PURCHASED	2420-309136	
OIL FILTER	6.63	01696200-53354	PARTS PURCHASED	2420-310388	
OIL FILTER	8.34	01696200-53354	PARTS PURCHASED	2420-308945	
OIL FILTER	8.55	01696200-53354	PARTS PURCHASED	2420-309131	
OIL FILTER	14.62	01696200-53354	PARTS PURCHASED	2420-309366	
OIL FILTER	14.62	01696200-53354	PARTS PURCHASED	2420-310012	
OIL FILTER	22.10	01696200-53354	PARTS PURCHASED	2420-308870	
OIL FILTER	23.12	01696200-53354	PARTS PURCHASED	2420-309631	
OIL FILTER	23.12	01696200-53354	PARTS PURCHASED	2420-310463	
OIL FILTER, AIR FILTER	45.59	01696200-53354	PARTS PURCHASED	2420-309157	
RETURN BATTERY	-311.64	01696200-53354	PARTS PURCHASED	2420-310428	

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on August 18, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
RETURN BATTERY	-97.49	01696200-53354	PARTS PURCHASED	2420-308955	
SPARK PLUG, WIRE SET	94.63	01696200-53354	PARTS PURCHASED	2420-310216	
TIE ROD ENDS	152.08	01696200-53354	PARTS PURCHASED	2420-308946	
TRANS FILTER	12.68	01696200-53354	PARTS PURCHASED	2420-310731	
TRANS FILTER KIT	15.60	01696200-53354	PARTS PURCHASED	2420-310740	
TRANS FILTER RTN	-12.68	01696200-53354	PARTS PURCHASED	2420-310749	
TRANSMISSION FILTER	33.59	01696200-53354	PARTS PURCHASED	2420-309891	
V-BAND CLAMP	17.84	01696200-53354	PARTS PURCHASED	2420-308963	
V-BAND CLAMP	19.24	01696200-53354	PARTS PURCHASED	2420-308991	
V-BELT, TENSIONER	92.37	01696200-53354	PARTS PURCHASED	2420-309937	
	<u>1,369.59</u>				
CHEAPER THAN DIRT					
EMERGENCY EQUIPMENT	1,019.36	01662700-53322	EMERGENCY EQUIPMENT	12903555	
	<u>1,019.36</u>				
CHICAGO PARTS AND SOUND					
2009 CROWN VIC SERVICE ENGINE	3,917.65	01696200-53354	PARTS PURCHASED	606379	
	<u>3,917.65</u>				
CITY COMMUNICATIONS INC					
FIRE ALRM PANEL TESTING	334.20	01670400-52244	MAINTENANCE & REPAIR	31473	
	<u>334.20</u>				
CLARK BAIRD SMITH LLP					
LABOR COUNSEL JULY 2014	1,311.25	01570000-52238	LEGAL FEES	4825	
	<u>1,311.25</u>				
CLARKE ENVIROMENTAL MOSQUITO MGMNT					
WAYNE TWNShp MOSQUITO ABTMNT-SEPT/14	8,325.00	01670100-52269	MOSQUITO ABATEMENT	6349801	20150004
	<u>8,325.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on August 18, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
COMCAST CABLE					
06/11-07/10 FEE	66.95	01664700-53330	INVESTIGATION FUND	0304788 6/4	
	<u>66.95</u>				
COMED					
SERV FRM 6/25 -7/25 2014	82.88	01670600-53210	ELECTRICITY	5838596003 7/29/14	
SRV FRM 06/23 - 07/24 2014	67.48	04101500-53210	ELECTRICITY	0291093117 7/28/14	
SERV FRM 2/21-3/24 2014	110.02	01670300-53213	STREET LIGHT ELECTRICITY	097504036 3/14	
SRV FRM 3/24 - 4/23 2014	75.52	01670300-53213	STREET LIGHT ELECTRICITY	0975048036 4/14	
SRV FRM 4/23 -5/21 2014	65.66	01670300-53213	STREET LIGHT ELECTRICITY	0975048036 5/14	
SRV FRM 6/21 - 7/23 2014	63.75	01670300-53213	STREET LIGHT ELECTRICITY	0975048036 7/14	
	<u>465.31</u>				
COMPLETE FENCE INC					
FENCE REPAIR PARTS	410.00	01670400-53317	OPERATING SUPPLIES	C36586	
	<u>410.00</u>				
COMPLETE PLUMBING SERVICE					
FAUCET TWN CTR	870.00	01680000-53381	TC MAINTENANCE & SUPPLIES	63316	
	<u>870.00</u>				
CONSTELLATION NEW ENERGY					
SERV FRM 06/20 - 07/20 2014	1,502.97	01670300-53213	STREET LIGHT ELECTRICITY	00163479590001 7/25	
	<u>1,502.97</u>				
COSTCO WHOLESALE					
TC BOTTLED WATER PURCHASE	11.87	01750000-52288	CONCERT SERIES	INV 493296	
	<u>11.87</u>				
CRYSTAL MGMT & MAINTENANCE SRV'S CORP					
CLEANING SRV'S FOR PWKS/VLG AUGUST 2014	860.00	01670100-52276	JANITORIAL SERVICES	22235	
CLEANING SRV'S FOR PWKS/VLG AUGUST 2014	1,385.00	01680000-52276	JANITORIAL SERVICES	22235	
	<u>2,245.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on August 18, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
DAHME MECHANICAL INDUSTRIES					
	-1,000.00	04-21243	RETAINAGE DAHME	20140184	20150029
WRC AERATION SYSTM IMPV PHII	10,000.00	04101100-54480	CONSTRUCTION	20140184	20150029
	<u>9,000.00</u>				
DASH MEDICAL GLOVES					
GLOVES	233.40	01662700-53317	OPERATING SUPPLIES	CSL0092420	
	<u>233.40</u>				
DAVID G BAKER					
VLG BOARD MTG TELECAST 08/04/14	105.00	01590000-52253	CONSULTANT	080414	
	<u>105.00</u>				
DISCOVERY BENEFITS					
FLEX ADMIN - JULY 2014	205.00	01600000-52273	EMPLOYEE SERVICES	474984-IN	
	<u>205.00</u>				
DOCUMENT IMAGTING DIMENSIONS, INC					
BLACK TONER	278.00	01652800-52226	OFFICE EQUIPMENT MAINTENAN	Q36288	
COMPUTER TONER	119.00	01652800-52226	OFFICE EQUIPMENT MAINTENAN	Q34434	
COMPUTER TONER	149.00	01652800-52226	OFFICE EQUIPMENT MAINTENAN	Q33981	
TONER	149.00	01652800-52226	OFFICE EQUIPMENT MAINTENAN	Q34234	
TONER	178.00	01652800-52226	OFFICE EQUIPMENT MAINTENAN	Q34030	
	<u>873.00</u>				
DOLLAR TREE					
OFFICE SUPPLIES	10.00	01662600-53314	OFFICE SUPPLIES	325204374030	
	<u>10.00</u>				
DUPAGE COUNTY ANIMAL CARE & CONTROL					
ANIMAL CTNL MAY/14	70.00	01662700-52249	ANIMAL CONTROL	498-20347	
	<u>70.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on August 18, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
DUPAGE COUNTY RECORDER					
DOCUMENTS OBTAINED FOR COM DEV	15.50	01580000-52233	RECORDING FEES	201408050154	
WEED LIENS 1388 BOWSTRING, 1117 EVERGREE	24.00	01580000-52233	RECORDING FEES	201407100116	
	<u>39.50</u>				
EARTH INC					
GRAVEL & CONCRETE RECYCLING	576.20	04201600-52265	HAULING	110763	
	<u>576.20</u>				
EAST-TECK OFFICE SOLUTIONS, INC.					
TONER CARTRIDGES	298.00	01662600-53314	OFFICE SUPPLIES	11835	
	<u>298.00</u>				
ELITE EQUIPMENT SERVICE					
CYLINDER ASSEMBLY	468.87	01696200-52284	EQUIPMENT MAINTENANCE	6115	
	<u>468.87</u>				
ENVIROBROKER, LLC					
SPOILS TESTING	175.00	04201600-52265	HAULING	12145	
	<u>175.00</u>				
ESRI					
GIS REFERNCE GUIDE FOR ELECTED OFFICIALS	29.15	01620100-53317	OPERATING SUPPLIES	92834778	
	<u>29.15</u>				
EXAMINER PUBLICATIONS INC					
PN 13352 AMR LEGION	66.00	01530000-52240	PUBLIC NOTICES/INFORMATION	31512A	
PN 14157 ORGN SOILS	45.00	01530000-52240	PUBLIC NOTICES/INFORMATION	31512	
	<u>111.00</u>				
FAST SIGNS					
BANNER	98.71	01664700-53325	COMMUNITY RELATIONS	592-8809	
	<u>98.71</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on August 18, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
FLOLO CORPORATION					
FIELD VIBRATION TEST	175.00	04201600-52244	MAINTENANCE & REPAIR	092663	
	<u>175.00</u>				
FLOOD BROTHERS DISPOSAL					
WRK ORD#3103747 7/23/14 2000 YARD WST STI	4,200.00	01-14120	YARD WASTE STICKERS	3107995	
	<u>4,200.00</u>				
GAS PURCHASES-MASTERCARD					
ACADMY GRD HOFFMAN	41.40	01662700-52223	TRAINING	2708180	
	<u>41.40</u>				
GLENDALE PARADE STORE LLC					
HONOR GUARD SUPPLIES	74.56	01662700-53324	UNIFORMS	59084	
	<u>74.56</u>				
H & H ELECTRIC COMPANY					
EMERGENCY STR LIGHT RPR	2,014.11	01670300-52271	STREET LIGHT MAINTENANCE	23176	20150016
	<u>2,014.11</u>				
HD SUPPLY WATERWORKS					
YARD HYDRANT PARTS	302.10	04201600-53317	OPERATING SUPPLIES	C643421	
REPLACEMENT OF FOUR FIRE HYDRANTS GARY A	10,840.00	04201600-53317	OPERATING SUPPLIES	C773244	
	<u>11,142.10</u>				
HEALY ASPHALT COMPANY LLC					
COLD PATCH	720.64	01670500-53317	OPERATING SUPPLIES	47480MB	
	<u>720.64</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on August 18, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
HOME DEPOT					
3/4 PVC	4.30	01696200-53354	PARTS PURCHASED	97897	
3/8" CLEVIS GRAB HK	14.68	01696200-53354	PARTS PURCHASED	56109	
DEWALT 18V BATTERY	99.00	01670400-53316	TOOLS	56109	
DEWALT 20V COMBO KIT	279.00	01696200-53316	TOOLS	56109	
FENCE REPAIRS	22.27	01670400-53317	OPERATING SUPPLIES	58154	
GAUGE,PRIMER,HEX BOLT	15.19	01696200-53317	OPERATING SUPPLIES	01782	
METRIC BOLTS	3.10	01696200-53317	OPERATING SUPPLIES	48286	
QUICKCRETE/SEWER REPR	318.72	01670600-53317	OPERATING SUPPLIES	00651	
SPRAY PAINT,TAPE,CLIP	55.16	01696200-53317	OPERATING SUPPLIES	95659	
SUPPLIES	89.43	01664700-53317	OPERATING SUPPLIES	81058	
TOOLS/WATER SUPPLIES	128.28	04201600-53317	OPERATING SUPPLIES	00644	
VACUUM BREAKER	5.82	04201600-53317	OPERATING SUPPLIES	48963	
WEED KLR FARM HS	19.98	01680000-53319	MAINTENANCE SUPPLIES	5610506	
	1,054.93				
HOTELS-MASTERCARD					
HOTEL STAFIEJ/PLACKET	-491.10	01662300-52223	TRAINING	161547230	
HTL STAFIEJ/PLACKETT	982.20	01662300-52223	TRAINING	161547230	
	491.10				
HOVING CLEAN SWEEP LLC					
FY15 STREET SWEEPING 7/29- 8/04 2014	8,560.72	01670600-52272	PROPERTY MAINTENANCE	8404	20150027
	8,560.72				
HOVING PIT STOP					
6/26/14 TWN CTR EVENT	750.00	01750000-52291	MISC EVENTS/ACTIVITIES	88667	
	750.00				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on August 18, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
I R M A					
CASE 159951-01 ZGORSKI-FINAL REIMBURSEMENT	449.36	01000000-47415	INSURANCE REIMBURSEMENT	CASE 159951-01 FNL	
JULY MONTHLY DEDUCTIBLE	7,433.08	01590000-52215	INSURANCE DEDUCTIBLES	13515	
JULY OPTIONAL DEDUCTIBLE	5,875.23	01590000-52215	INSURANCE DEDUCTIBLES	13491	
	<u>13,757.67</u>				
ILLINOIS HOMICIDE INVESTIGATORS ASSN					
ZALAK,GREY,LALLY,CHACON,JONES, STAFIEJ,DUN	195.00	01664700-52223	TRAINING	10/13-15 TRNG	
ZALAK,GREY,LALLY,CHACON,JONES, STAFIEJ,DUN	195.00	01662300-52223	TRAINING	10/13-15 TRNG	
ZALAK,GREY,LALLY,CHACON,JONES, STAFIEJ,DUN	975.00	01662400-52223	TRAINING	10/13-15 TRNG	
	<u>1,365.00</u>				
ILLINI POWER PRODUCTS					
PARTS FOR GENERATOR	328.89	04201600-52244	MAINTENANCE & REPAIR	SW0004738-1	
	<u>328.89</u>				
ILLINOIS ASSN OF CHIEFS OF POLICE					
PLACKETT DARE CONF	245.00	01662300-52223	TRAINING	1001121047	
SAFETY AWARDS PASKEVICZ & ADMIN	30.00	01660100-52222	MEETINGS	2014-164	
SFTY TRF STAFIE,PLACK	60.00	01662300-52222	MEETINGS	2014-164	
STAFIEJ DARE CONF	245.00	01662300-52223	TRAINING	1001121030	
	<u>580.00</u>				
ILLINOIS PAPER & COPIER CO					
PAPER	87.00	01590000-52231	COPY EXPENSE	IN115051	
	<u>87.00</u>				
ILLINOIS SECRETARY OF STATE					
698 PLATE RENEWAL	101.00	01660100-52244	MAINTENANCE & REPAIR	FEH37026	
698 PLATE RENEWAL FEE	2.37	01660100-52244	MAINTENANCE & REPAIR	FEH37026A	
03 MITSU, 95 MITSU, 73 MERCED, 96 JEEP, 94 M	475.00	01664700-53317	OPERATING SUPPLIES	5 SEIZED VEH TITLES	
	<u>578.37</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on August 18, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
IMPACT NETWORKNG LLC					
BILLING PERIOD 4/20 - 5/10 2014	561.12	01652800-52236	MANAGEMENT PHYSICALS	400133	
	<u>561.12</u>				
INTERNET PURCHASE MASTERCARD					
CLOTH ALLOW- J GREY BOOTS	105.18	01664700-53324	UNIFORMS	P12794647726	
RAFFLE TICKETS	25.88	01750000-52291	MISC EVENTS/ACTIVITIES	468122917	
SUBS RNWL 7/4-8/3	24.00	01670100-52234	DUES & SUBSCRIPTIONS	22933698	
	<u>155.06</u>				
J F AHERN CO					
EXTINGUISHER INSPECTION 5/30/14	50.00	01662700-53317	OPERATING SUPPLIES	65634	
	<u>50.00</u>				
JACK FIRST INC					
RANGE SUPPLIES	381.14	01662700-53321	AMMUNITION	417292	
	<u>381.14</u>				
JAMES KNUDSEN					
REIMB TRAINING- NORTH AMER SURFACE WTR C	694.25	01622200-52223	TRAINING	8/3-8/7 2014	
	<u>694.25</u>				
JAMESON LANDSCAPING SERVICES INC					
WEED ABATEMENT 1117 EVERGREEN DR	185.00	01642100-52260	WEED MOWING	5222	
WEED ABATEMENT 342 SHELBURNE	264.45	01642100-52260	WEED MOWING	5218	
	<u>449.45</u>				
JC LICHT					
STAIN TC BENCHES	47.99	01680000-53381	TC MAINTENANCE & SUPPLIES	22810FB00200	
	<u>47.99</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on August 18, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
JEWEL-OSCO					
JULY 4TH SUPPLIES	162.82	01664700-53317	OPERATING SUPPLIES	17229 6/30	
WATER FOR CHLORAMETERS	4.76	04201600-53317	OPERATING SUPPLIES	098262	
	167.58				
JOE COTTON FORD					
REFUND-CORE	-300.00	01696200-53354	PARTS PURCHASED	CM312904	
	-300.00				
JP MORGAN CHASE BANK, NA					
CHASE ACCT ANALYSIS FEE JULY 2014	219.99	04203100-52221	UTILITY BILL PROCESSING	INV 9101 JULY/14	
CHASE ACCT ANALYSIS FEE JULY 2014	220.00	04103100-52221	UTILITY BILL PROCESSING	INV 9101 JULY/14	
	439.99				
KOHL'S					
J FARIAS SHORTS	74.97	04200100-53324	UNIFORMS	31186302517	
	74.97				
KONICA MINOLTA BUSINESS SOLUTIONS					
FINANCE COPIER CHRG 5/6 - 8/5 2014	61.15	01612900-52226	OFFICE EQUIPMENT MAINTENAN	9000739841	
	61.15				
LAFARGE FOX RIVER DECO					
ROAD ROCK 6/18/14	283.73	01670500-53317	OPERATING SUPPLIES	30634078	
	283.73				
LAKESIDE INTERNATIONAL					
EXTENSION	376.84	01696200-53354	PARTS PURCHASED	7043298P	
MUFFLER	494.70	01696200-53354	PARTS PURCHASED	7042755P	
SALES TX RF MUFFLER	-37.70	01696200-53354	PARTS PURCHASED	CM7042755P	
	833.84				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on August 18, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
LAW OFFICE OF MICHELLE L MOORE LTD					
DUI SRV JUN/14	7,715.63	01570000-52312	PROSECUTION DUI	JUN 20 2014	
PROSC SRV JUN/14	2,200.00	01570000-52235	LEGAL FEES-PROSECUTION	JUN 20 2014	
	<u>9,915.63</u>				
LEAPERS INC					
EMERGENCY EQUIPMENT	685.78	01662700-53322	EMERGENCY EQUIPMENT	125788	
	<u>685.78</u>				
LEXISNEXIS					
MNTHLY FEE JUN/14	175.10	01662400-53330	INVESTIGATION FUND	40630 6/30	
	<u>175.10</u>				
LIVE VIEW GPS INC					
MNTHLY FEE JUL/14	79.90	01664700-53330	INVESTIGATION FUND	179063	
	<u>79.90</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on August 18, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
LOWE'S HOME CENTERS					
CONCRETE SUPPLIES	37.78	01670500-53317	OPERATING SUPPLIES	2635504	
FLSH LIGHT/LIME RMVR	43.95	01680000-53319	MAINTENANCE SUPPLIES	2402467	
MISC SUPPLIES	30.87	01680000-53319	MAINTENANCE SUPPLIES	2437100	
MUR ACID FOR RMVL OF GRAFFATI	29.16	01670500-53317	OPERATING SUPPLIES	7933112	
PAINT FOR GBN SIDEWALK	55.96	01670500-53317	OPERATING SUPPLIES	9003912	
PAINT FOR GBN SIDEWALK	74.97	01670500-53317	OPERATING SUPPLIES	9997378	
PARTS 4 STREET LIGHTS	54.51	01670200-53317	OPERATING SUPPLIES	7626103	
PLUMBING PRTS TC	4.98	01680000-53381	TC MAINTENANCE & SUPPLIES	2930980	
PLUMBING PRTS TWN CTR	10.46	01680000-53381	TC MAINTENANCE & SUPPLIES	2091340	
PRTS FAUCET TC	10.58	01680000-53381	TC MAINTENANCE & SUPPLIES	2136834	
PRTS TWN CTR BATHRM	10.17	01680000-53381	TC MAINTENANCE & SUPPLIES	8999281	
PRTS TWN CTR BTHRM	33.95	01680000-53381	TC MAINTENANCE & SUPPLIES	9004333	
TOWN CENTER REPAIRS	25.65	01670300-53317	OPERATING SUPPLIES	8131848	
WINGNUT FOR GEO TANK	12.85	01670300-53317	OPERATING SUPPLIES	7626103	
WOOD TO FORM SIDEWALK	114.52	01670500-53317	OPERATING SUPPLIES	2431251	
	550.36				
LYNN PEAVEY COMPANY					
EVIDENCE PACKAGING	146.50	01662400-53317	OPERATING SUPPLIES	290657	
	146.50				
MAGELLAN PROMOTIONS LLC					
PWKS T-SHIRTS	306.46	04200100-53324	UNIFORMS	5553	
PWKS T-SHIRTS	306.47	01670100-53324	UNIFORMS	5553	
PWKS T-SHIRTS	306.47	04100100-53324	UNIFORMS	5553	
T-SHIRTS WITH SET UP CHR	94.70	01670100-53324	UNIFORMS	5669	
	1,014.10				
MARSHALLS					
CLOTH ALLOW - F JONES	45.98	01662400-53324	UNIFORMS	80162643	
	45.98				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on August 18, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
MAVERICK ARMS INC					
RANGE SUPPLIES	74.26	01662700-53321	AMMUNITION	00395225	
	<u>74.26</u>				
MCCANN INDUSTRIES					
TOOLS/STAKE PULLER	217.73	01670500-53316	TOOLS	01339134	
	<u>217.73</u>				
MEADE ELECTRIC COMPANY INC					
SGNL- LIES/KUHN 6/14	150.00	01670300-52350	TRAFFIC SIGNAL MAINTENANCE	665613	
	<u>150.00</u>				
MENDEL PLUMBING & HEATING INC					
HAND DRYERS PWKS	2,290.00	01670400-52244	MAINTENANCE & REPAIR	W14346	
	<u>2,290.00</u>				
METROPOLITAN MAYORS CAUCUS					
2013/14 DUES	1,389.89	01520000-52234	DUES & SUBSCRIPTIONS	2014-037	
	<u>1,389.89</u>				
METROPOLITON INDUSTRIES INC					
EMERGENCY PUMP REPLACEMENT	8,163.00	04101500-52244	MAINTENANCE & REPAIR	287958	
	<u>8,163.00</u>				
MIDWEST METER INC					
	880.00	04201400-53333	NEW METERS	0057826-IM	20150020
2 LRG MTR FOR CAPUTO'S PROP	4,929.00	04201400-53333	NEW METERS	0057826-IM	20150020
COMPOUND METERS	4,981.36	04201400-53333	NEW METERS	0057825-IN	
	<u>10,790.36</u>				
MINUTEMAN PRESS					
PERMIT ENVELOPES	485.00	01643700-53315	PRINTED MATERIALS	43843	
PLUMBING CODE	37.20	01643700-53318	REFERENCE MATERIALS	43892	
	<u>522.20</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on August 18, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
MNJ TECHNOLOGIES DIRECT					
HARD DRIVE SEAGATE	57.00	01652800-54412	OTHER EQUIPMENT	776831	
HP LASERJET PRO	429.02	01652800-54412	OTHER EQUIPMENT	0003331466	
SONIC WALL SOFTWARE	468.63	01652800-52255	SOFTWARE MAINTENANCE	0003329144	
SONIC WALL SOFTWARE-2	937.26	01652800-52255	SOFTWARE MAINTENANCE	0003329296	
	1,891.91				
MR SITCO					
METER READS AUG/2014	1,649.55	04103100-52221	UTILITY BILL PROCESSING	2014022	
METER READS AUG/2014	1,649.55	04203100-52221	UTILITY BILL PROCESSING	2014022	
	3,299.10				
MUELLERMIST SERVICE CORPORATION					
PRIV SPRINKLR REPAIR	221.39	04201600-52244	MAINTENANCE & REPAIR	45114	
	221.39				
MULTI PRINTING SOLUTIONS					
FORMS 2PT RECEIPT	263.85	01662600-53315	PRINTED MATERIALS	0244741	
	263.85				
N E M R T					
CHACON TRNG-LAW RVW	100.00	01662400-52223	TRAINING	183038	
CIESLOWSKI SHOOTG SKL	75.00	01662700-52223	TRAINING	182114	
CUMMINGS TRNG LW ANLY	50.00	01662700-52223	TRAINING	183912	
CUMMINGS TRNG STS LW	50.00	01662700-52223	TRAINING	184539	
CUMMINGS/BOSHART STS	100.00	01662700-52223	TRAINING	183869	
FRY TRNG GUN SKLS	300.00	01662700-52223	TRAINING	182928	
INCROCCI TRNG LIAB RW	50.00	01662700-52223	TRAINING	183944	
	725.00				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on August 18, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
NAPA AUTO CENTER					
PULLEY,TENSIONER ASSY	72.56	01696200-53354	PARTS PURCHASED	267460	
TRANSFER PUMP	39.99	01696200-53317	OPERATING SUPPLIES	268493	
	<u>112.55</u>				
NATIONAL ASSOCIATION OF TOWN WATCH					
NNO SUPPLIES	972.20	01664769-53325	COMMUNITY RELATIONS	21892	
	<u>972.20</u>				
NEENAH FOUNDRY COMPANY					
ADJUSTING RINGS	110.00	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	798086	
CASTINGS	301.00	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	799351	
STORM SEWER CASTINGS	299.00	01670600-53317	OPERATING SUPPLIES	798178	
	<u>710.00</u>				
NEOPOST LEASING					
INK CARTRIDGE	161.99	01612900-53317	OPERATING SUPPLIES	13950092	
	<u>161.99</u>				
NEXTEL COMMUNICATIONS					
05/17-06/16 FEE	121.60	01662400-53330	INVESTIGATION FUND	144871676030	
	<u>121.60</u>				
NICOR					
SERV FRM 07/09 - 08/07 2014	23.07	04201600-52277	HEATING GAS	13811210007 8/8/14	
SERV FRM 07/10 - 08/11 2014	84.83	04101500-53230	NATURAL GAS	86 60 60 11178 8/11	
	<u>107.90</u>				
NMI					
GATEWAY FEES JULY 14	78.40	01610100-52256	BANKING SERVICES	250554054	
CC GATEWAY FEES JULY 2014	61.85	04103100-52221	UTILITY BILL PROCESSING	250692098	
CC GATEWAY FEES JULY 2014	61.85	04203100-52221	UTILITY BILL PROCESSING	250692098	
	<u>202.10</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on August 18, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
NORDSTROM 1 RACK					
CLOTH ALLOW - CHACON	149.91	01662400-53324	UNIFORMS	128	
	<u>149.91</u>				
NORTHEASTERN ILLINOIS PUBLIC SAFETY					
PWKS DRIVER TRNG 5/12/13 2014	700.00	01670100-52223	TRAINING	12667	
	<u>700.00</u>				
NORTHWESTERN UNIVERSITY					
JUNGERS EMP TRAINING 8/4/14- 8/22/14	2,100.00	01660100-52223	TRAINING	CPS100298	
	<u>2,100.00</u>				
OFFICE DEPOT					
OFFICE SUPPLIES	39.34	01640100-53314	OFFICE SUPPLIES	718768693	
OFFICE SUPPLIES	17.49	01590000-53314	OFFICE SUPPLIES	720035038001	
OFFICE SUPPLIES	26.48	01640100-53314	OFFICE SUPPLIES	718768818	
OFFICE SUPPLIES	47.25	01612900-53317	OPERATING SUPPLIES	720780887000	
OFFICE SUPPLIES	52.89	01620100-53314	OFFICE SUPPLIES	718499923001	
OFFICE SUPPLIES	90.00	01590000-53314	OFFICE SUPPLIES	720034640001	
OFFICE SUPPLIES	328.54	01662600-53314	OFFICE SUPPLIES	719754416	
OFFICE SUPPLIES	9.53	01590000-53314	OFFICE SUPPLIES	72003460001	
PHONE CORD	8.45	01612900-53317	OPERATING SUPPLIES	7207810350001	
SUPPLIES	5.99	01590000-53314	OFFICE SUPPLIES	720035037001	
SUPPLIES	50.04	01612900-53317	OPERATING SUPPLIES	720928260001	
	<u>676.00</u>				
OMI					
WRC OPERATIN CONTRACT- SEPT 2014	132,687.17	04101100-52262	WRC CONTRACT	351199-129	20150019
	<u>132,687.17</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on August 18, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
P & M MERCURY MECHANIC					
BOARD RM AIR COMP.	2,985.00	01680000-52244	MAINTENANCE & REPAIR	75824	
BOARD RM AIR MOTOR	2,207.79	01680000-52244	MAINTENANCE & REPAIR	75888	
	<u>5,192.79</u>				
P R STREICH & SONS INC					
REPLACEMENT OF VEHICLE LIFT	14,630.00	01696200-52244	MAINTENANCE & REPAIR	40026	
	<u>14,630.00</u>				
PARTY CITY					
SKIRTNG FOR BOARD FLOAT	12.87	01670100-53314	OFFICE SUPPLIES	5295/41/4	
	<u>12.87</u>				
PLATINUM POOLCARE AQUATECH LTD					
FOUNTAIN MTC TC 6/17	536.75	01680000-52244	MAINTENANCE & REPAIR	51908	
GARY FOUNTAIN JUNE	1,326.60	01680000-52219	TC MAINTENANCE	52322	
MTC FOUNTAIN TC 7/2	596.78	01680000-52244	MAINTENANCE & REPAIR	52368	
	<u>2,460.13</u>				
POMPS TIRE SERVICE					
RETURN CARLISLE ADJUSTMENT	-136.19	01696200-53354	PARTS PURCHASED	410190595	
TIRES	387.62	01696200-53354	PARTS PURCHASED	410191891	
	<u>251.43</u>				
PORTER LEE CORPORATION					
LABELS/ PRINTER RIBBONS	176.50	01662400-53317	OPERATING SUPPLIES	14627	
	<u>176.50</u>				
POSITIVE PROMOTIONS					
SUPPLIES	153.95	01664700-53325	COMMUNITY RELATIONS	18593465	
	<u>153.95</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on August 18, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
PRIORITY PRODUCTS INC					
EYEBOLT NUT FOR AERATOR	368.24	01670600-53317	OPERATING SUPPLIES	844592	
	<u>368.24</u>				
PROTECT COMPUTER PRODUCTS					
NOTEBOOK MEMBRANE	17.95	01652800-53317	OPERATING SUPPLIES	120481	
	<u>17.95</u>				
QUICK TIRES INC					
SCRAP TIRE RECYCLE	101.25	01696200-53317	OPERATING SUPPLIES	5136	
	<u>101.25</u>				
R EQUIPMENT CO. LLC					
DIXIE CHOPPER MAINT.	83.64	01670500-52244	MAINTENANCE & REPAIR	03-39508	
PARTS FOR DIXIE CHIPPER	142.41	01696200-53354	PARTS PURCHASED	03-39509	
	<u>226.05</u>				
RAINBOW BAG COMPANY/THE					
TC GARBAGE BAGS	300.80	01680000-53381	TC MAINTENANCE & SUPPLIES	14316	
	<u>300.80</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on August 18, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
RAY O'HERRON CO					
BADGES	68.12	01662700-53324	UNIFORMS	1428419	
BADGES	109.20	01662700-53324	UNIFORMS	1429623	
BADGES	476.69	01662700-53324	UNIFORMS	1429922	
BADGES	602.88	01662700-53324	UNIFORMS	1430908	
BADGES	747.36	01662700-53324	UNIFORMS	1431787	
BAUGHMAN	52.95	01662700-53324	UNIFORMS	1432614	
BAUGHMAN	68.39	01662700-53324	UNIFORMS	1436351	
BAUGHMAN	163.99	01662700-53324	UNIFORMS	1433831	
ESTRADA	131.97	01662700-53324	UNIFORMS	1436615	
ESTRADA	164.85	01662700-53324	UNIFORMS	1437324	
JOHNSON	56.00	01662700-53324	UNIFORMS	1433833	
LUCAS	165.94	01662700-53324	UNIFORMS	1433830	
O'BRIEN	159.94	01662700-53324	UNIFORMS	1433829	
RETIREMENT WALLETS	269.50	01660100-53324	UNIFORMS	1436349	
RIEMER	159.94	01662700-53324	UNIFORMS	1436348	
RUDELICH	165.94	01664700-53324	UNIFORMS	1436614	
SANCHEZ	71.09	01662700-53324	UNIFORMS	1433832	
WAJDOWICZ	1,094.06	01662700-53324	UNIFORMS	1436616	
	4,728.81				
RED WING SHOE STORE					
D NEWLIN- BOOTS	99.00	01696200-53324	UNIFORMS	00123066527	
K PAGLIA/BOOTS	126.00	01670100-53324	UNIFORMS	00123066172	
R SCHAFFER/BOOTS	135.00	01670100-53324	UNIFORMS	00123066173	
	360.00				
REMPE-SHARPE & ASSOCIATES INC					
ENGR DESIGN/BID ASSIST PH III THRU JUL 31, 20	2,500.00	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	24069	20150021
	2,500.00				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on August 18, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
RENTAL MAX					
LITE TOWER RENTAL 7/4	135.00	01670400-52264	EQUIPMENT RENTAL	32332-3	
	135.00				
RESTAURANT-MASTERCARD					
ACDMY GRAD HOFFMAN	44.95	01660100-52223	TRAINING	07/03/2014	
JULY 4TH FOOD	76.43	01664700-53317	OPERATING SUPPLIES	2314293 7/3/14	
TOWN CTR VOLUNTEERS	48.67	01664700-53325	COMMUNITY RELATIONS	074325	
	170.05				
RESTOCKIT					
SATIN POLY PAPER	133.20	01620100-53317	OPERATING SUPPLIES	24865183	
	133.20				
RUSH TRUCK CENTERS					
MUFFLER	680.27	01696200-53354	PARTS PURCHASED	16221125	
RETURN MUFFLIER	-680.27	01696200-53354	PARTS PURCHASED	CM16221125	
	0.00				
SAFETY SUPPLY ILLINOIS					
EAR PROTECT/HEADPHONE	46.60	04201600-53324	UNIFORMS	1902563092	
HARD HATS	75.00	01670100-53324	UNIFORMS	1902563091	
SAFETY VEST 4 WTR DIV	41.08	04201600-53317	OPERATING SUPPLIES	1902562403	
SAFETY VEST- STREETS	41.08	01670400-53317	OPERATING SUPPLIES	1902562403	
	203.76				
SAUBER MGF.CO					
TRUCK MOUNTED CRANE REPLACEMENT	5,850.00	01670600-54412	OTHER EQUIPMENT	PSI/165306	
TRUCK MOUNTED CRANE REPLACEMENT	5,850.00	04101500-54412	OTHER EQUIPMENT	PSI/165306	
TRUCK MOUNTED CRANE REPLACEMENT	5,850.00	04201600-54412	OTHER EQUIPMENT	PSI/165306	
	17,550.00				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on August 18, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
SEARS HARDWARE					
J FARIAS/BOOT/JEANS	244.97	04200100-53324	UNIFORMS	011725240475	
JEANS/SHORTS LUDMAN	63.97	01622200-53324	UNIFORMS	011725240581	
	<u>308.94</u>				
SNAP ON INDUSTRIAL					
BATTERY CHARGER	547.49	01696200-54412	OTHER EQUIPMENT	ARV22929480	
SOFTWARE UPDATE	858.75	01696200-52284	EQUIPMENT MAINTENANCE	ARV23028323	
	<u>1,406.24</u>				
SPORTS AUTHORITY					
CLOTH ALLOW - EBY	134.95	01664700-53324	UNIFORMS	7721092672	
	<u>134.95</u>				
SUBURBAN LABORATORIES INC					
LEAD/COPPER TEST 2014	356.00	04201600-52279	LAB SERVICES	113677	
LEAD/COPPER TESTS	311.00	04201600-52279	LAB SERVICES	114032	
	<u>667.00</u>				
SUBURBAN LIFE MEDIA					
1 YEAR SUBSCRIPTION 09/19/14-09/19/15	38.00	01590000-52234	DUES & SUBSCRIPTIONS	317605 1 YR SUBSC	
	<u>38.00</u>				
SUMMIT RACING EQUIPMENT					
STEP BARS	209.97	01696200-53354	PARTS PURCHASED	1825563	
	<u>209.97</u>				
TERRACE SUPPLY COMPANY					
SPRAY PAINT & FEE	56.10	01696200-53354	PARTS PURCHASED	70203910	
	<u>56.10</u>				
TESTING SERVICE CORP					
2014 FLEX PAVEMNT RD PROJ SRV 6/13 - 7/28 20	2,000.40	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	IN094857	20150024
	<u>2,000.40</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on August 18, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
THIRD MILLENIUM ASSOCIATES INCORPORATED					
E PAY - JULY 2014	225.00	04103100-52221	UTILITY BILL PROCESSING	17220	
E PAY - JULY 2014	225.00	04203100-52221	UTILITY BILL PROCESSING	17220	
VS ONLINE 6/7 THRU 8/4 2014	430.20	01612900-52255	SOFTWARE MAINTENANCE	17232	
WATER BILLS/POSTAGE SHUT OFF NTC JULY 2014	40.32	04103100-52229	POSTAGE	17199	
WATER BILLS/POSTAGE SHUT OFF NTC JULY 2014	40.32	04203100-52229	POSTAGE	17199	
WATER BILLS/POSTAGE SHUT OFF NTC JULY 2014	1,211.59	04203100-52221	UTILITY BILL PROCESSING	17199	
WATER BILLS/POSTAGE SHUT OFF NTC JULY 2014	1,211.60	04103100-52221	UTILITY BILL PROCESSING	17199	
	3,384.03				
TRANS CHICAGO TRUCK GROUP					
FILTER,FUEL SURCHARGE	49.53	01696200-53354	PARTS PURCHASED	1462417	
	49.53				
TRAVEL-MASTERCARD					
TRNG PLACKETT/STAFIEJ	25.00	01662300-52223	TRAINING	MNNDSS	
TRNG PLACKETT/STAFIEJ	25.00	01662300-52223	TRAINING	MNNDSSA	
TRNG STAFIEJ/PLACKETT	944.00	01662300-52223	TRAINING	3130/3131	
	994.00				
TRISOURCE SOLUTIONS LLC					
TRISOURCE CC FEES JULY 2014	619.92	04203100-52221	UTILITY BILL PROCESSING	INV 7833 JULY/14	
TRISOURCE CC FEES JULY 2014	619.93	04103100-52221	UTILITY BILL PROCESSING	INV 7833 JULY/14	
TRISOURCE CC FEES VS JULY 2014	54.53	01610100-52256	BANKING SERVICES	INV 1420 JULY/14	
	1,294.38				
TYCO INTEGRATED SECURITY LLC					
124 GERZEVSK 7/1-9/30	38.25	01670400-52234	DUES & SUBSCRIPTIONS	22061474	
245 KUHN RD 7/1-9/30	38.25	04100100-52234	DUES & SUBSCRIPTIONS	22061520	
300 KUHN RD 7/1-9/30	38.25	04200100-52234	DUES & SUBSCRIPTIONS	22061436	
	114.75				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on August 18, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
TYLER TECHNOLOGIES INC					
MUNIS ESS INSTALLATION	3,000.00	01600000-52255	SOFTWARE MAINTENANCE	045-115474	
	<u>3,000.00</u>				
U S CAVALRY LLC					
CLOTH ALLW LALLY RTND	-39.69	01662400-53324	UNIFORMS	CLC05217	
	<u>-39.69</u>				
U S POSTMASTER					
POSTAGE 7/29 WTR BILLS	2,207.02	04103100-52229	POSTAGE	INV 1529 AUG/14	
POSTAGE 7/29 WTR BILLS	2,207.02	04203100-52229	POSTAGE	INV 1529 AUG/14	
S/O NOTICES AUGUST/2014	65.04	04103100-52229	POSTAGE	INV PRMT 1529 8/14	
S/O NOTICES AUGUST/2014	65.04	04203100-52229	POSTAGE	INV PRMT 1529 8/14	
	<u>4,544.12</u>				
UNIFIRST CORPORATION					
MATS/TOWELS 6/24/14	17.40	01670100-53317	OPERATING SUPPLIES	959259	
MATS/TOWELS 7/1/14	17.40	01670100-53317	OPERATING SUPPLIES	960741	
MATS/TOWELS 7/15/14	17.40	01670100-53317	OPERATING SUPPLIES	963736	
UNIFORM 6/24/14	27.23	01696200-52267	UNIFORM CLEANING	959259	
UNIFORM 7/1/14	27.23	01696200-52267	UNIFORM CLEANING	960741	
UNIFORM 7/15/14	27.23	01696200-52267	UNIFORM CLEANING	963736	
UNIFORM 7/8/14	27.23	01696200-52267	UNIFORM CLEANING	962227	
WIPES 6/24/14	52.08	01696200-53317	OPERATING SUPPLIES	959259	
WIPES 7/1/14	52.08	01696200-53317	OPERATING SUPPLIES	960741	
WIPES 7/15/14	52.08	01696200-53317	OPERATING SUPPLIES	963736	
WIPES 7/8/14	17.40	01670100-53317	OPERATING SUPPLIES	962227	
WIPES 7/8/14	52.08	01696200-53317	OPERATING SUPPLIES	962227	
	<u>386.84</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on August 18, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
UNITED LABORATORIES					
BACTERIA PAK/HANDWIPE	540.86	04101500-53317	OPERATING SUPPLIES	085948	
BACTERIA PAK/HANDWIPE	540.86	04101500-53317	OPERATING SUPPLIES	085948A	
	1,081.72				
UNITED STATES POSTAL SERVICE					
IDOL 7/8/14	5.05	01610100-52229	POSTAGE	303803263	
IDOL FOIA	11.30	01610100-52229	POSTAGE	304657286	
IL ST POLICE ACAD PAPER WORK	21.25	01662700-52223	TRAINING	EW295907045US	
PASSPORT 6/23/14	5.05	01610100-52229	POSTAGE	302476390	
PASSPORT 6/25/14	5.05	01610100-52229	POSTAGE	302703269	
PASSPORT 6/25/14	18.11	01610100-52229	POSTAGE	302707745	
PASSPORT 6/30/14	18.11	01610100-52229	POSTAGE	303105361	
PASSPORT 7/1/14	18.11	01610100-52229	POSTAGE	303207188	
PASSPORT 7/10/14	5.05	01610100-52229	POSTAGE	304031156	
PASSPORT 7/11/14	5.05	01610100-52229	POSTAGE	304167437	
PASSPORT 7/15/14	5.05	01610100-52229	POSTAGE	304509898	
PASSPORT 7/16/14	5.05	01610100-52229	POSTAGE	304597036	
PASSPORT 7/18/14	5.05	01610100-52229	POSTAGE	304774935	
PASSPORT 7/2/14	5.05	01610100-52229	POSTAGE	303329859	
PASSPORT 7/7/14	5.05	01610100-52229	POSTAGE	303571172	
PASSPORT 7/7/14	5.05	01610100-52229	POSTAGE	303689635	
PASSPORT 7/8/14	18.11	01610100-52229	POSTAGE	303853480	
PASSPORT 7/9/14	5.05	01610100-52229	POSTAGE	303977651	
SEC OF ST IDEX 7/8/14	5.05	01610100-52229	POSTAGE	303808161	
URINE TO ISP	15.60	01662400-53317	OPERATING SUPPLIES	115	
	186.24				
UPS GROUND SERVICE					
COBAN SHIPMENT	16.01	01662700-53317	OPERATING SUPPLIES	395009010	
	16.01				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on August 18, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
USA BLUE BOOK					
RED PAINT	239.38	01670300-53317	OPERATING SUPPLIES	373990	
	<u>239.38</u>				
VIDEO AND SOUND SERVICE INC					
TC CAMERA REPAIR 7/16/14	495.56	01680000-52219	TC MAINTENANCE	79139	
	<u>495.56</u>				
VILLAGE OF CAROL STREAM					
SERV FRM 06/03 - 07/15 2014 960 GARY AV	2,973.28	01680000-53220	WATER	842818/20877	
SRV FOR 06/07 - 07/04 2014 CS TRMTMT PLNT	0.34	04101500-53220	WATER	842813/20871	
SRV FRM 06/08 - 07/04 2014 PWKS CTR	66.09	01670100-53220	WATER	842816/20875	
SRV FRM 06/08 - 07/04 2014 PWKS N GARAGE	26.87	01670100-53220	WATER	842815/20874	
SRV FRM 06/08 - 07/05 2014 VLG HALL	304.04	01680000-53220	WATER	842817/20876	
SRV FRM 06/08 - 07/05 2014 CS TRMTN CHLORI	28.86	04101500-53220	WATER	842814/20872	
SRV FRM 06/08 -07/05 2014 960 GARY AV	91.75	01680000-53220	WATER	842819/20878	
	<u>3,491.23</u>				
WAL MART					
BATTERIES	71.73	01662700-53317	OPERATING SUPPLIES	09624	
PANTS LESCHER	19.97	01680000-53324	UNIFORMS	02481	
STARTER FLUID	2.42	01680000-53319	MAINTENANCE SUPPLIES	02481	
TIRE PUMP	9.96	01680000-53350	SMALL EQUIPMENT EXPENSE	04140	
	<u>104.08</u>				
WALGREENS					
RETURN OF SCOTCH TAPE	-2.56	01590000-53314	OFFICE SUPPLIES	25038060071	
ROADBLOCK SUPPLIES	51.96	01662300-53317	OPERATING SUPPLIES	1407-0303	
SCOTCH TAPE	2.56	01590000-53314	OFFICE SUPPLIES	52417600051	
	<u>51.96</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on August 18, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
WELCH BROS INC					
SEWER REPAIR FOR TUBEWAY	681.00	01670600-53317	OPERATING SUPPLIES	1481888	
	<u>681.00</u>				
WESTMORE SUPPLY CO					
CONCRETE	336.00	01670500-53317	OPERATING SUPPLIES	R 82256	
CONCRETE	668.00	01670500-53317	OPERATING SUPPLIES	R82265	
CONCRETE	720.50	01670500-53317	OPERATING SUPPLIES	R 82310	
CONCRETE	842.00	01670500-53317	OPERATING SUPPLIES	R 82356	
CONCRETE POURS	830.00	01670500-53317	OPERATING SUPPLIES	R 82415	
	<u>3,396.50</u>				
WHOLESALE DIRECT INC					
BUNGEE CORDS	85.25	01670400-53317	OPERATING SUPPLIES	000208207	
RUBBER AIR HOSE	100.62	01696200-53316	TOOLS	000208039	
	<u>185.87</u>				
WILLS BURKE KELSEY ASSOCIATES, LTD					
PH III ILLINI BRIDGEG RPLMNT SRV 6/9 - 7/26 20	4,741.25	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	14221	20150025
	<u>4,741.25</u>				
WM F MEYER CO- GLEN ELLYN					
2 FAUCETS TWN CTR	403.02	01680000-53381	TC MAINTENANCE & SUPPLIES	S2801178.004	
PARTS FAUCET TC	38.52	01680000-53381	TC MAINTENANCE & SUPPLIES	S2801178.002	
	<u>441.54</u>				
XEROX CAPITAL SERVICES LLC					
WC775P COPIER ADM JULY/2014	1,368.42	01590000-52231	COPY EXPENSE	075195274	
	<u>1,368.42</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on August 18, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
ZEP SALES & SERVICE					
ZEP ERASE AERO DZ	105.00	01670400-53317	OPERATING SUPPLIES	9001068588	
ZEP TIRELESS SHINE	46.47	04201600-53317	OPERATING SUPPLIES	9001057185	
ZEP TIRELESS SHINE	46.48	01670500-53317	OPERATING SUPPLIES	9001057185	
	<u>197.95</u>				
GRAND TOTAL	<u><u>\$1,086,324.45</u></u>				

The preceding list of bills payable totaling \$1,086,324.45 was reviewed and approved for payment.

Approved by:

Robert Mellor
Robert Mellor - Assistant Village Manager

Date: 8/15/14

Authorized by:

Frank Saverino Sr – Mayor

Beth Melody - Village Clerk

Date: _____

ADDENDUM WARRANTS
AUG 5, 2014 thru Aug 18, 2014

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll July 21, 2014 thru Aug 3, 2014	489,021.30
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll July 21, 2014 thru Aug 3, 2014	31,237.65
				<u>520,258.95</u>

Approved this _____ day of _____, 2014

By: _____
Frank Saverino Sr- Mayor

Beth Melody - Village Clerk

Village of Carol Stream
General Fund Budget Summary
 For the Month Ended June 30, 2014

AGENDA ITEM
M-4a 8-18-14

MONTH

YTD

BUDGET

REVENUES

	Last Year	Current Year	Monthly Variance	
	Jun	Jun	\$	%
Sales Tax	\$ 465,833	\$ 528,813	62,981	14%
Home Rule Sales Tax	274,086	320,074	45,988	17%
State Income Tax	230,194	223,560	(6,634)	-3%
Utility Tax - Electricity	143,861	138,105	(5,756)	-4%
Telecommunications Tax	127,679	117,297	(10,383)	-8%
Fines (Court, Ord., ATLE, Towing)	109,898	120,976	11,078	10%
Natural Gas Use Tax	37,246	34,806	(2,441)	-7%
Other Taxes (Use, Hotel, PPRT Real Estate, Road & Bridge)	224,219	385,297	161,078	72%
Licenses (Vehicle, Liquor, etc.)	192,070	193,816	1,747	1%
Cable Franchise Fees	-	-	-	0%
Building Permits	71,641	98,522	26,881	38%
Fees for Services	80,677	79,948	(729)	-1%
Interest Income	2,304	2,297	(7)	0%
All Other / Miscellaneous	30,926	46,475	15,549	50%
Revenue Totals	1,990,635	2,289,985	299,351	15%

	Last Year	Current Year	YTD Variance	
	YTD	YTD	\$	%
Sales Tax	\$ 902,520	\$ 955,079	52,559	6%
Home Rule Sales Tax	529,498	581,989	52,491	10%
State Income Tax	907,749	823,769	(83,980)	-9%
Utility Tax - Electricity	277,366	275,662	(1,704)	-1%
Telecommunications Tax	248,659	226,874	(21,784)	-9%
Fines (Court, Ord., ATLE, Towing)	244,461	245,147	686	0%
Natural Gas Use Tax	116,689	98,008	(18,681)	-16%
Other Taxes (Use, Hotel, PPRT Real Estate, Road & Bridge)	352,283	499,175	146,892	42%
Licenses (Vehicle, Liquor, etc.)	344,918	344,855	(63)	0%
Cable Franchise Fees	-	-	-	0%
Building Permits	120,130	136,513	16,382	14%
Fees for Services	122,352	122,305	(47)	0%
Interest Income	4,653	4,477	(177)	-4%
All Other / Miscellaneous	102,806	113,545	10,739	10%
Revenue Totals	4,274,084	4,427,396	153,312	4%

	Annual	YTD	YTD	Variance	
	Budget	Budget	Actual	\$	%
Sales Tax	\$ 6,512,000	\$ 971,561	\$ 955,079	(16,482)	-2%
Home Rule Sales Tax	3,843,000	573,358	581,989	8,630	2%
State Income Tax	3,760,000	803,514	823,769	20,255	3%
Utility Tax - Electricity	1,850,000	267,737	275,662	7,925	3%
Telecommunications Tax	1,425,000	269,133	226,874	(42,259)	-16%
Fines (Court, Ord., ATLE, Towing)	1,745,000	295,817	245,147	(50,670)	-17%
Natural Gas Use Tax	585,000	85,642	98,008	12,366	14%
Other Taxes (Use, Hotel, PPRT Real Estate, Road & Bridge)	2,007,400	442,509	499,175	56,666	13%
Licenses (Vehicle, Liquor, etc.)	591,800	335,357	344,855	9,498	3%
Cable Franchise Fees	606,000	-	-	-	0%
Building Permits	620,300	132,050	136,513	4,463	3%
Fees for Services	591,000	118,467	122,305	3,838	3%
Interest Income	40,000	6,667	4,477	(2,190)	-33%
All Other / Miscellaneous	848,500	145,500	113,545	(31,955)	-22%
Revenue Totals	25,025,000	4,447,311	4,427,396	(19,915)	0%

EXPENDITURES

Fire & Police Commission	15,072	3,743	(11,329)	-75%
Legislative Board	4,719	37,612	32,894	697%
Plan Commission & ZBA	84	505	420	498%
Legal Services	15,365	25,974	10,608	69%
Village Clerk	2,855	4,291	1,436	50%
Administration	36,769	65,636	28,867	79%
Employee Relations	16,617	18,532	1,915	12%
Financial Management	67,457	60,561	(6,897)	-10%
Engineering Services	74,236	75,833	1,597	2%
Community Development	61,569	78,863	17,293	28%
Information Services	47,015	21,995	(25,020)	-53%
Police	896,452	946,843	50,391	6%
Public Works	316,907	297,412	(19,494)	-6%
Municipal Building	32,067	27,889	(4,178)	-13%
Municipal Garage	8,509	(1,551)	(10,060)	-118%
Transfers and Agreements	77,395	45,104	(32,291)	-42%
Town Center	3,140	6,430	3,290	105%
Expenditure Totals	1,676,229	1,715,672	39,443	2%
Net Increase / (Decrease)	314,406	574,313	259,907	

Fire & Police Commission	16,832	4,717	(12,116)	-72%
Legislative Board	10,047	42,717	32,670	325%
Plan Commission & ZBA	384	780	396	103%
Legal Services	41,983	47,096	5,113	12%
Village Clerk	5,704	7,366	1,662	29%
Administration	95,992	145,560	49,568	52%
Employee Relations	41,082	44,986	3,904	10%
Financial Management	170,335	161,650	(8,685)	-5%
Engineering Services	169,264	182,780	13,516	8%
Community Development	145,594	164,017	18,423	13%
Information Services	146,545	122,470	(24,075)	-16%
Police	2,324,447	2,190,855	(133,592)	-6%
Public Works	556,371	571,249	14,878	3%
Municipal Building	68,793	52,436	(16,357)	-24%
Municipal Garage	23,963	12,938	(11,025)	-46%
Transfers and Agreements	77,395	53,855	(23,540)	-30%
Town Center	4,398	6,470	2,072	47%
Expenditure Totals	3,899,131	3,811,941	(87,190)	-2%
Net Increase / (Decrease)	374,953	615,455	240,503	

Fire & Police Commission	27,011	4,502	4,717	215	5%
Legislative Board	113,865	54,390	42,717	(11,674)	-21%
Plan Commission & ZBA	5,823	972	780	(192)	-20%
Legal Services	273,000	45,500	47,096	1,596	4%
Village Clerk	37,459	6,925	7,366	441	6%
Administration	1,022,644	177,363	145,560	(31,803)	-18%
Employee Relations	279,594	52,317	44,986	(7,332)	-14%
Financial Management	850,300	155,262	161,650	6,389	4%
Engineering Services	1,047,288	195,345	182,780	(12,565)	-6%
Community Development	1,031,146	190,939	164,017	(26,922)	-14%
Information Services	536,224	96,077	122,470	26,393	27%
Police	13,528,295	2,603,569	2,190,855	(412,715)	-16%
Public Works	3,800,327	655,499	571,249	(84,251)	-13%
Municipal Building	665,604	74,724	52,436	(22,288)	-30%
Municipal Garage	-	-	12,938	12,938	100%
Transfers and Agreements	1,755,000	-	53,855	53,855	100%
Town Center	51,420	33,000	6,470	(26,530)	-80%
Expenditure Totals	25,025,000	4,346,385	3,811,941	(534,444)	-12%
Net Increase / (Decrease)	-	100,926	615,455	514,530	

Village of Carol Stream
Water and Sewer Fund Budget Summary
For the Month Ended June 30, 2014

MONTH

YTD

BUDGET

REVENUES

	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance	
	Jun	Jun	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%
Water Billings	\$ 609,292	\$ 649,926	40,635	7%	\$ 1,043,028	\$ 1,115,928	72,900	7%	\$ 6,650,000	\$ 1,068,657	\$ 1,115,928	47,271	4%
Sewer Billings	247,000	232,866	(14,135)	-6%	427,508	400,425	(27,083)	-6%	2,315,000	391,341	400,425	9,084	2%
Penalties/Admin Fees	14,426	11,512	(2,914)	-20%	28,282	24,940	(3,341)	-12%	175,000	29,167	24,940	(4,226)	-14%
Connection/Expansion Fees	14,975	48,510	33,535	224%	37,497	78,868	41,371	110%	91,000	15,167	78,868	63,702	420%
Interest Income	3,973	4,218	245	6%	8,071	8,492	421	5%	50,000	8,333	8,492	159	2%
Rental Income	14,086	12,173	(1,914)	-14%	28,139	30,997	2,858	10%	200,000	33,333	30,997	(2,336)	-7%
All Other / Miscellaneous	2,476	66,464	63,988	2585%	73,906	77,567	3,660	5%	93,000	5,333	77,567	72,233	1354%
Revenue Totals	906,228	1,025,668	119,440	13%	1,646,431	1,737,218	90,786	6%	9,574,000	1,551,331	1,737,218	185,886	12%

EXPENDITURES

Salaries & Benefits	75,562	82,882	7,320	10%	186,496	210,997	24,500	13%	1,244,536	239,334	210,997	(28,337)	-12%
Purchase of Water	351,855	381,346	29,492	8%	699,739	778,231	78,493	11%	5,290,000	732,289	778,231	45,942	6%
WRC Operating Contract	166,924	132,687	(34,237)	-21%	427,734	398,062	(29,672)	-7%	1,736,807	289,468	398,062	108,594	38%
Maintenance & Operating	75,356	53,438	(21,918)	-29%	142,339	113,092	(29,247)	-21%	1,525,311	254,219	113,092	(141,127)	-56%
IEPA Loan P&I	-	-	-	0%	-	-	-	0%	428,650	-	-	-	0%
DWC Loan P&I	-	-	-	0%	-	-	-	0%	60,815	-	-	-	0%
Capital Outlay	-	26,654	26,654	100%	-	44,232	44,232	100%	5,629,000	-	44,232	44,232	100%
Expenditure Totals	669,696	677,008	7,311	1%	1,456,308	1,544,613	88,304	6%	15,915,119	1,515,309	1,544,613	29,303	2%
Net Increase / (Decrease)	236,531	348,661	112,129		190,123	192,605	2,482		(6,341,119)	36,022	192,605	156,583	

Village of Carol Stream
Capital Budget Summary
For the Month Ended June 30, 2014

	MONTH				YTD				BUDGET*		
	Last Year Jun	Current Year Jun	Monthly Variance \$ %		Last Year YTD	Current Year YTD	YTD Variance \$ %		Annual Budget	YTD Actual	% of Total
CAPITAL PROJECTS FUND											
REVENUES											
Capital Grants	\$ 2,018	\$ -	(2,018)	-100%	\$ 13,880	\$ -	(13,880)	-100%	\$ 344,000	\$ -	0%
Interest Income	(6,776)	(1,934)	4,842	-71%	(19,689)	19,930	39,619	-201%	75,000	19,930	27%
All Other / Miscellaneous	(1,219)	426	1,645	-135%	9,076	50,345	41,269	455%	91,000	50,345	0%
Revenue Totals	(5,977)	(1,508)	4,469	-75%	3,266	70,275	67,009	2051%	510,000	70,275	14%
EXPENDITURES											
Roadway Improvements	143,150	485,271	342,121	239%	144,892	830,279	685,387	473%	5,318,000	830,279	16%
Facility Improvements	-	-	-	0%	-	-	-	0%	300,000	-	0%
Stormwater Improvements	27,609	-	(27,609)	-100%	28,196	-	(28,196)	-100%	92,000	-	0%
Miscellaneous	936	-	(936)	-100%	8,721	-	(8,721)	-100%	5,000	-	0%
Expenditure Totals	171,695	485,271	313,576	183%	181,809	830,279	648,471	357%	5,715,000	830,279	15%
Net Increase / (Decrease)	(177,673)	(486,779)	(309,107)	174%	(178,542)	(760,004)	(581,462)	326%	(5,205,000)	(760,004)	15%
MFT FUND											
REVENUES											
Motor Fuel Tax Allotments	\$ 100,981	\$ 102,790	1,809	2%	\$ 169,274	\$ 352,911	183,637	108%	\$ 943,000	\$ 352,911	37%
Interest Income	320	154	(166)	-52%	660	301	(358)	-54%	7,000	301	4%
Revenue Totals	101,301	102,944	1,642	2%	169,934	353,212	183,279	108%	950,000	\$ 353,212	37%
EXPENDITURES											
Street Resurfacing - Capital	1,788,044	-	(1,788,044)	-100%	1,788,044	-	(1,788,044)	-100%	-	-	0%
Crack Filling	-	-	-	0%	-	47,321	47,321	100%	129,000	47,321	37%
Salt	-	-	-	0%	-	-	-	0%	-	-	0%
Electricity	-	-	-	0%	-	-	-	0%	-	-	0%
Materials and Supplies	-	-	-	0%	-	-	-	0%	-	-	0%
Expenditure Totals	1,788,044	-	(1,788,044)	-100%	1,788,044	47,321	(1,740,722)	100%	129,000	47,321	37%
Net Increase / (Decrease)	(1,686,742)	102,944	1,789,686	-106%	(1,618,110)	305,891	1,924,001	-119%	821,000	305,891	37%

* Due to the uncertainty of timing of various capital improvement projects, no YTD budget estimates are shown.

Village of Carol Stream
TIF Funds Budget Summary
 For the Month Ended June 30, 2014

	MONTH				YTD				BUDGET				
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance	
	Jun	Jun	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%
GENEVA CROSSING TIF													
REVENUES													
TIF Property Taxes	\$ 223,014	\$ 247,656	24,642	11%	\$ 223,014	\$ 247,656	\$ 24,642	11%	\$ 475,000	\$ 237,500	\$ 247,656	10,156	4%
Interest Income	15	17	2	12%	29	33	3	11%	200	33	33	(1)	-2%
Village Contribution	77,395	45,104	(32,291)	-42%	77,395	45,104	(32,291)	-42%	40,000	-	45,104	45,104	100%
Revenue Totals	300,424	292,777	(7,647)	-3%	300,439	292,793	(7,645)	-3%	515,200	237,533	292,793	55,260	23%
EXPENDITURES													
Principal Retirement	-	-	-	0%	-	-	-	0%	255,000	-	-	-	0%
Interest Expense	-	58,480	58,480	100%	-	58,480	58,480	100%	116,960	58,480	58,480	-	0%
Paying Agent Fees	-	-	-	0%	-	-	-	0%	3,500	1,500	-	(1,500)	-100%
Expenditure Totals	-	58,480	58,480	100%	-	58,480	58,480	100%	375,460	59,980	58,480	(1,500)	-3%
Net Increase / (Decrease)	300,424	234,297	(66,127)	-22%	300,439	234,313	(66,125)	-22%	139,740	177,553	234,313	56,760	32%
NORTH/SCHMALE TIF													
REVENUES													
TIF Property Taxes	\$ 9,389	\$ 7,378	\$ (2,011)	-21%	\$ 9,389	\$ 7,378	\$ (2,011)	-21%	\$ 33,600	\$ 16,800	\$ 7,378	\$ (9,422)	-56%
Sales Taxes	-	-	-	-	-	-	-	-	140,000	-	-	-	0%
Interest Income	0	0	0	260%	0	0	0	440%	40	-	0	0	100%
Village Contribution	-	-	-	0%	-	-	-	0%	-	-	-	-	0%
Revenue Totals	9,389	7,379	(2,011)	-21%	9,389	7,379	(2,011)	-21%	173,640	16,800	7,379	(9,421)	-56%
EXPENDITURES													
Legal Fees	215	-	(215)	-100%	1,196	-	(1,196)	-100%	4,000	666	-	(666)	-100%
Consulting Fees	525	-	(525)	-100%	1,763	-	(1,763)	-100%	5,000	1,000	-	(1,000)	-100%
Other Expenses	-	-	-	-	-	-	-	0%	153,500	-	-	-	0%
Expenditure Totals	740	-	(740)	-100%	2,958	-	(2,958)	-100%	162,500	1,666	-	(1,666)	-100%
Net Increase / (Decrease)	8,650	7,379	(1,271)		6,431	7,379	948		11,140	15,134	7,379	(7,755)	

Village of Carol Stream
Police Pension Fund Budget Summary
For the Month Ended June 30, 2013

POLICE PENSION FUND	MONTH				YTD				BUDGET					
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance		
	Jun	Jun	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%	
REVENUES														
Investment Income	\$ (317,288)	\$ 403,570	720,858	-227%	\$ (317,251)	\$ 946,106	1,263,357	-398%	\$ 2,900,500	\$ 483,417	\$ 946,106	462,689	96%	
Employee Contributions	38,582	42,051	3,468	9%	96,140	104,855	8,715	9%	570,000	109,615	104,855	(4,760)	-4%	
Village Contribution	129,313	137,653	8,340	6%	258,626	275,305	16,679	6%	1,651,830	275,306	275,305	(1)	0%	
Other Revenues	-	-	-	0%	-	-	-	0%	-	-	-	-	0%	
Revenue Totals	(149,393)	583,273	732,666	-490%	37,514	1,326,266	1,288,752	3435%	5,122,330	868,338	1,326,266	457,928	53%	
EXPENDITURES														
Investment and Admin Fees	669	14,474	13,805	2063%	16,598	79,426	62,829	379%	146,500	24,417	79,426	55,010	225%	
Participant Benefit Payments	131,439	145,185	13,746	10%	262,878	293,434	30,556	12%	1,929,500	296,000	293,434	(2,566)	-1%	
Expenditure Totals	132,108	159,659	27,551	21%	279,476	372,860	93,384	33%	2,076,000	320,417	372,860	52,443	16%	
Net Increase / (Decrease)	(281,501)	423,614	705,115		(241,961)	953,406	1,195,367		3,046,330	547,921	953,406	405,485		

Village of Carol Stream
Schedule of Cash and Investment Balances
 June 30, 2014

FUND	CASH	INVESTMENTS	TOTAL CASH & INVESTMENTS	LAST YEAR 6/30/2013
GENERAL FUND	\$ 1,077,411.67	\$ 12,155,097.58	\$ 13,232,509.25	\$ 14,267,445.82
WATER & SEWER FUND	602,194.54	14,418,757.63	15,020,952.17	15,416,066.45
CAPITAL PROJECTS FUND	-	23,307,416.34	23,307,416.34	21,568,522.03
MFT FUND	-	2,319,860.21	2,319,860.21	1,881,463.67
GENEVA CROSSING TIF FUND	-	2,195,089.58	2,195,089.58	2,060,805.72
NORTH/SCHMALE TIF FUND	-	18,037.21	18,037.21	9,389.47
POLICE PENSION FUND	317,703.01	39,404,573.88	39,722,276.89	36,186,968.46
TOTAL	<u>\$ 1,997,309.22</u>	<u>\$ 93,818,832.43</u>	<u>\$ 95,816,141.65</u>	<u>\$ 91,390,661.62</u>

Village of Carol Stream
General Fund Budget Summary
 For the Month Ended July 31, 2014

AGENDA ITEM
M46-8-18-14

MONTH

YTD

BUDGET

REVENUES

	Last Year	Current Year	Monthly Variance	
	Jul	Jul	\$	%
Sales Tax	\$ 513,715	\$ 539,686	25,971	5%
Home Rule Sales Tax	303,480	322,423	18,943	6%
State Income Tax	352,555	369,999	17,444	5%
Utility Tax - Electricity	155,201	167,235	12,034	8%
Telecommunications Tax	123,034	112,760	(10,275)	-8%
Fines (Court, Ord., ATLE, Towing)	171,053	156,713	(14,340)	-8%
Natural Gas Use Tax	17,236	17,086	(150)	-1%
Other Taxes (Use, Hotel, PPRT Real Estate, Road & Bridge)	144,468	126,916	(17,552)	-12%
Licenses (Vehicle, Liquor, etc.)	44,916	43,436	(1,480)	-3%
Cable Franchise Fees	143,249	152,431	9,182	6%
Building Permits	70,205	54,872	(15,333)	-22%
Fees for Services	70,291	67,058	(3,233)	-5%
Interest Income	2,576	2,904	327	13%
All Other / Miscellaneous	78,997	31,938	(47,059)	-60%
Revenue Totals	2,190,976	2,165,457	(25,519)	-1%

	Last Year	Current Year	YTD Variance	
	YTD	YTD	\$	%
Sales Tax	\$ 1,416,235	\$ 1,494,765	78,530	6%
Home Rule Sales Tax	832,978	904,412	71,433	9%
State Income Tax	1,260,304	1,193,768	(66,536)	-5%
Utility Tax - Electricity	432,567	442,897	10,330	2%
Telecommunications Tax	371,693	339,634	(32,059)	-9%
Fines (Court, Ord., ATLE, Towing)	415,514	401,860	(13,654)	-3%
Natural Gas Use Tax	133,925	115,094	(18,831)	-14%
Other Taxes (Use, Hotel, PPRT Real Estate, Road & Bridge)	496,751	626,090	129,339	26%
Licenses (Vehicle, Liquor, etc.)	389,833	388,291	(1,542)	0%
Cable Franchise Fees	143,249	152,431	9,182	6%
Building Permits	190,335	191,385	1,050	1%
Fees for Services	192,643	189,363	(3,280)	-2%
Interest Income	7,230	7,380	150	2%
All Other / Miscellaneous	181,803	145,483	(36,320)	-20%
Revenue Totals	6,465,060	6,592,853	127,793	2%

	Annual	YTD	YTD	Variance	
	Budget	Budget	Actual	\$	%
Sales Tax	\$ 6,512,000	\$ 1,513,158	\$ 1,494,765	(18,393)	-1%
Home Rule Sales Tax	3,843,000	892,977	904,412	11,435	1%
State Income Tax	3,760,000	1,153,923	1,193,768	39,845	3%
Utility Tax - Electricity	1,850,000	425,159	442,897	17,738	4%
Telecommunications Tax	1,425,000	389,056	339,634	(49,422)	-13%
Fines (Court, Ord., ATLE, Towing)	1,745,000	446,450	401,860	(44,590)	-10%
Natural Gas Use Tax	585,000	101,975	115,094	13,119	13%
Other Taxes (Use, Hotel, PPRT Real Estate, Road & Bridge)	2,007,400	618,546	626,090	7,544	1%
Licenses (Vehicle, Liquor, etc.)	591,800	376,585	388,291	11,706	3%
Cable Franchise Fees	606,000	151,500	152,431	931	1%
Building Permits	620,300	204,075	191,385	(12,690)	-6%
Fees for Services	591,000	169,700	189,363	19,663	12%
Interest Income	40,000	10,000	7,380	(2,620)	-26%
All Other / Miscellaneous	848,500	221,250	145,483	(75,767)	-34%
Revenue Totals	25,025,000	6,674,355	6,592,853	(81,502)	-1%

EXPENDITURES

Fire & Police Commission	4,489	1,933	(2,555)	-57%
Legislative Board	49,634	15,613	(34,021)	-69%
Plan Commission & ZBA	932	763	(169)	-18%
Legal Services	21,977	31,167	9,190	42%
Village Clerk	2,008	2,241	233	12%
Administration	37,732	90,492	52,760	140%
Employee Relations	17,086	17,792	706	4%
Financial Management	97,388	94,822	(2,566)	-3%
Engineering Services	56,325	96,689	40,364	72%
Community Development	61,293	76,504	15,211	25%
Information Services	78,383	42,993	(35,390)	-45%
Police	1,073,961	1,184,657	110,696	10%
Public Works	298,799	249,243	(49,557)	-17%
Municipal Building	21,504	44,859	23,355	109%
Municipal Garage	17,680	1,662	(16,018)	-91%
Transfers and Agreements	70,885	115,341	44,456	63%
Town Center	19,202	7,457	(11,745)	-61%
Expenditure Totals	1,929,277	2,074,227	144,950	8%
Net Increase / (Decrease)	261,699	91,230	(170,469)	

Fire & Police Commission	21,321	6,650	(14,671)	-69%
Legislative Board	59,681	58,329	(1,351)	-2%
Plan Commission & ZBA	1,316	1,544	227	17%
Legal Services	63,960	78,263	14,303	22%
Village Clerk	7,711	9,607	1,895	25%
Administration	133,724	236,052	102,328	77%
Employee Relations	58,168	62,778	4,610	8%
Financial Management	267,723	256,472	(11,251)	-4%
Engineering Services	225,589	279,469	53,880	24%
Community Development	206,887	240,521	33,634	16%
Information Services	224,928	165,463	(59,465)	-26%
Police	3,398,409	3,375,512	(22,897)	-1%
Public Works	855,170	820,491	(34,679)	-4%
Municipal Building	90,297	97,296	6,998	8%
Municipal Garage	41,643	14,600	(27,043)	-65%
Transfers and Agreements	148,280	169,196	20,916	14%
Town Center	23,600	13,927	(9,673)	-41%
Expenditure Totals	5,828,408	5,886,168	57,760	1%
Net Increase / (Decrease)	636,652	706,685	70,033	

Fire & Police Commission	27,011	6,753	6,650	(103)	-2%
Legislative Board	113,865	57,301	58,329	1,029	2%
Plan Commission & ZBA	5,823	1,458	1,544	86	6%
Legal Services	273,000	68,250	78,263	10,013	15%
Village Clerk	37,459	9,876	9,607	(270)	-3%
Administration	1,022,644	252,479	236,052	(16,427)	-7%
Employee Relations	279,594	74,188	62,778	(11,410)	-15%
Financial Management	850,300	250,821	256,472	5,650	2%
Engineering Services	1,047,288	277,420	279,469	2,049	1%
Community Development	1,031,146	272,099	240,521	(31,578)	-12%
Information Services	536,224	139,085	165,463	26,378	19%
Police	13,528,295	3,603,215	3,375,512	(227,703)	-6%
Public Works	3,800,327	954,165	820,491	(133,674)	-14%
Municipal Building	665,604	107,993	97,296	(10,698)	-10%
Municipal Garage	-	-	14,600	14,600	100%
Transfers and Agreements	1,755,000	88,333	169,196	80,863	92%
Town Center	51,420	42,000	13,927	(28,073)	-67%
Expenditure Totals	25,025,000	6,205,436	5,886,168	(319,268)	-5%
Net Increase / (Decrease)	-	468,919	706,685	237,766	

Village of Carol Stream
Water and Sewer Fund Budget Summary
For the Month Ended July 31, 2014

	MONTH				YTD				BUDGET				
	Last Year Jul	Current Year Jul	Monthly Variance \$ %		Last Year YTD	Current Year YTD	YTD Variance \$ %		Annual Budget	YTD Budget	YTD Actual	Variance \$ %	
REVENUES													
Water Billings	\$ 472,315	\$ 507,396	35,082	7%	\$ 1,515,342	\$ 1,623,324	107,982	7%	\$ 6,650,000	\$ 1,720,221	\$ 1,623,324	(96,897)	-6%
Sewer Billings	192,513	182,783	(9,730)	-5%	620,021	583,208	(36,813)	-6%	2,315,000	627,492	583,208	(44,284)	-7%
Penalties/Admin Fees	17,100	14,012	(3,088)	-18%	45,382	38,953	(6,429)	-14%	175,000	43,750	38,953	(4,797)	-11%
Connection/Expansion Fees	14,975	1,100	(13,875)	-93%	52,472	79,968	27,496	52%	91,000	22,750	79,968	57,218	252%
Interest Income	4,158	4,455	296	7%	12,229	12,947	718	6%	50,000	12,500	12,947	447	4%
Rental Income	9,667	16,668	7,001	72%	37,806	47,666	9,859	26%	200,000	50,000	47,666	(2,334)	-5%
All Other / Miscellaneous	3,403	3,313	(90)	-3%	77,309	80,880	3,570	5%	93,000	8,000	80,880	72,880	911%
Revenue Totals	714,131	729,727	15,596	2%	2,360,563	2,466,945	106,382	5%	9,574,000	2,484,712	2,466,945	(17,767)	-1%
EXPENDITURES													
Salaries & Benefits	105,978	86,235	(19,743)	-19%	292,474	297,232	4,758	2%	1,244,536	335,067	297,232	(37,835)	-11%
Purchase of Water	389,319	432,066	42,747	11%	1,089,058	1,210,297	121,239	11%	5,290,000	1,162,344	1,210,297	47,953	4%
WRC Operating Contract	130,405	(28,305)	(158,710)	-122%	558,139	369,756	(188,383)	-34%	1,736,807	434,202	369,756	(64,446)	-15%
Maintenance & Operating	98,863	107,691	8,828	9%	241,202	220,783	(20,420)	-8%	1,525,311	381,328	220,783	(160,545)	-42%
IEPA Loan P&I	-	-	-	0%	-	-	-	0%	428,650	-	-	-	0%
DWC Loan P&I	-	-	-	0%	-	-	-	0%	60,815	-	-	-	0%
Capital Outlay	172,589	93,949	(78,640)	-46%	172,589	138,180	(34,409)	-20%	5,629,000	500,000	138,180	(361,820)	-72%
Expenditure Totals	897,154	691,635	(205,519)	-23%	2,353,463	2,236,248	(117,215)	-5%	15,915,119	2,812,941	2,236,248	(576,693)	-21%
Net Increase / (Decrease)	(183,023)	38,092	221,115		7,100	230,697	223,597		(6,341,119)	(328,229)	230,697	558,926	

Village of Carol Stream
Capital Budget Summary
For the Month Ended July 31, 2014

CAPITAL PROJECTS FUND	MONTH				YTD				BUDGET*		
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	% of
	Jul	Jul	\$	%	YTD	YTD	\$	%	Budget	Actual	Total
REVENUES											
Capital Grants	\$ -	\$ -	-	0%	\$ 13,880	\$ -	(13,880)	-100%	\$ 344,000	\$ -	0%
Interest Income	17,626	(5,048)	(22,674)	-129%	(2,063)	14,882	16,946	-821%	75,000	14,882	20%
All Other / Miscellaneous	(3,691)	246	3,937	-107%	5,385	50,591	45,206	839%	91,000	50,591	0%
Revenue Totals	13,935	(4,802)	(18,737)	-134%	17,201	65,473	48,272	281%	510,000	65,473	13%
EXPENDITURES											
Roadway Improvements	97,497	1,654,359	1,556,862	1597%	242,389	2,484,638	2,242,249	925%	5,318,000	2,484,638	47%
Facility Improvements	-	-	-	0%	-	-	-	0%	300,000	-	0%
Stormwater Improvements	1,250	-	(1,250)	-100%	29,446	-	(29,446)	-100%	92,000	-	0%
Miscellaneous	2,901	-	(2,901)	-100%	11,622	-	(11,622)	-100%	5,000	-	0%
Expenditure Totals	101,648	1,654,359	1,552,711	1528%	283,457	2,484,638	2,201,181	777%	5,715,000	2,484,638	43%
Net Increase / (Decrease)	(87,713)	(1,659,161)	(1,571,447)	1792%	(266,255)	(2,419,165)	(2,152,909)	809%	(5,205,000)	(2,419,165)	46%

MFT FUND											
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	% of
	Jul	Jul	\$	%	YTD	YTD	\$	%	Budget	Actual	Total
REVENUES											
Motor Fuel Tax Allotments	\$ 69,311	\$ 77,298	7,988	12%	\$ 238,584	\$ 430,209	191,625	80%	\$ 943,000	\$ 430,209	46%
Interest Income	163	158	(4)	-3%	822	460	(363)	-44%	7,000	460	7%
Revenue Totals	69,473	77,457	7,983	11%	239,407	430,669	191,262	80%	950,000	\$ 430,669	45%
EXPENDITURES											
Street Resurfacing - Capital	392,167	-	(392,167)	-100%	2,180,210	-	(2,180,210)	-100%	-	-	0%
Crack Filling	-	-	-	0%	-	47,321	47,321	100%	129,000	47,321	37%
Salt	-	-	-	0%	-	-	-	0%	-	-	0%
Electricity	-	-	-	0%	-	-	-	0%	-	-	0%
Materials and Supplies	-	-	-	0%	-	-	-	0%	-	-	0%
Expenditure Totals	392,167	-	(392,167)	-100%	2,180,210	47,321	(2,132,889)	100%	129,000	47,321	37%
Net Increase / (Decrease)	(322,693)	77,457	400,150	-124%	(1,940,803)	383,348	2,324,151	-120%	821,000	383,348	47%

* Due to the uncertainty of timing of various capital improvement projects, no YTD budget estimates are shown.

Village of Carol Stream
TIF Funds Budget Summary
 For the Month Ended July 31, 2014

	MONTH				YTD				BUDGET				
	Last Year Jul	Current Year Jul	Monthly Variance \$ %		Last Year YTD	Current Year YTD	YTD Variance \$ %		Annual Budget	YTD Budget	YTD Actual	Variance \$ %	
GENEVA CROSSING TIF													
REVENUES													
TIF Property Taxes	\$ 1	\$ 4	3	428%	\$ 223,015	\$ 247,660	\$ 24,645	11%	\$ 475,000	\$ 237,500	\$ 247,660	10,160	4%
Interest Income	15	17	2	11%	45	50	5	11%	200	50	50	0	0%
Village Contribution	-	-	-	0%	77,395	45,104	(32,291)	-42%	40,000	13,333	45,104	31,771	238%
Revenue Totals	16	21	5	29%	300,455	292,814	(7,641)	-3%	515,200	250,883	292,814	41,931	17%
EXPENDITURES													
Principal Retirement	-	-	-	0%	-	-	-	0%	255,000	-	-	-	0%
Interest Expense	63,880	-	(63,880)	-100%	63,880	58,480	(5,400)	-8%	116,960	58,480	58,480	-	0%
Paying Agent Fees	-	-	-	0%	-	-	-	0%	3,500	1,500	-	(1,500)	-100%
Expenditure Totals	63,880	-	(63,880)	-100%	63,880	58,480	(5,400)	-8%	375,460	59,980	58,480	(1,500)	-3%
Net Increase / (Decrease)	(63,864)	21	63,885	-100%	236,575	234,334	(2,241)	-1%	139,740	190,903	234,334	43,431	23%
NORTH/SCHMALE TIF													
REVENUES													
TIF Property Taxes	\$ 0	\$ 0	\$ 0	267%	\$ 9,389	\$ 7,379	\$ (2,011)	-21%	\$ 33,600	\$ 16,800	\$ 7,379	\$ (9,422)	-56%
Sales Taxes	-	-	-	0%	-	-	-	0%	140,000	46,666	-	(46,666)	-
Interest Income	0	0	0	46%	0	0	0	156%	40	4	0	(4)	-89%
Village Contribution	1,874	-	(1,874)	-100%	1,874	-	(1,874)	-100%	-	-	-	-	0%
Revenue Totals	1,874	0	(1,874)	-100%	11,264	7,379	(3,885)	100%	173,640	63,470	7,379	(56,091)	-88%
EXPENDITURES													
Legal Fees	1,151	39	(1,112)	-97%	2,346	39	(2,307)	-98%	4,000	999	39	(960)	-96%
Consulting Fees	400	-	(400)	-100%	2,163	-	(2,163)	-100%	5,000	1,500	-	(1,500)	-100%
Other Expenses	-	-	-	0%	-	-	-	0%	153,500	-	-	-	0%
Expenditure Totals	1,551	39	(1,512)	-97%	4,509	39	(4,470)	-99%	162,500	2,499	39	(2,460)	-98%
Net Increase / (Decrease)	324	(39)	(363)		6,755	7,340	585		11,140	60,971	7,340	(53,631)	

Village of Carol Stream
Police Pension Fund Budget Summary
For the Month Ended July 31, 2013

POLICE PENSION FUND	MONTH				YTD				BUDGET				
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance	
	Jul	Jul	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%
REVENUES													
Investment Income	\$ (622,486)	\$ 8	622,494	-100%	\$ (939,737)	\$ 946,114	1,885,851	-201%	\$ 2,900,500	\$ 725,125	\$ 946,114	220,989	30%
Employee Contributions	38,513	40,779	2,266	6%	134,653	145,634	10,982	8%	570,000	153,462	145,634	(7,827)	-5%
Village Contribution	129,313	137,653	8,340	6%	387,939	412,958	25,019	6%	1,651,830	412,959	412,958	(2)	0%
Other Revenues	10	-	(10)	-100%	10	-	(10)	-100%	-	-	-	-	0%
Revenue Totals	(454,650)	178,440	633,090	-139%	(417,136)	1,504,706	1,921,841	-461%	5,122,330	1,291,546	1,504,706	213,160	17%
EXPENDITURES													
Investment and Admin Fees	7,481	2,765	(4,716)	-63%	24,079	82,191	58,112	241%	146,500	36,625	82,191	45,566	124%
Participant Benefit Payments	131,439	160,212	28,773	22%	394,317	453,645	59,328	15%	1,929,500	456,000	453,645	(2,355)	-1%
Expenditure Totals	138,920	162,976	24,056	17%	418,396	535,836	117,441	28%	2,076,000	492,625	535,836	43,211	9%
Net Increase / (Decrease)	(593,570)	15,463	609,033		(835,531)	968,869	1,804,401		3,046,330	798,921	968,869	169,949	

Village of Carol Stream
Schedule of Cash and Investment Balances
 July 31, 2014

FUND	CASH	INVESTMENTS	TOTAL CASH & INVESTMENTS	LAST YEAR 7/31/2013
GENERAL FUND	\$ 791,675.90	\$ 12,825,062.67	\$ 13,616,738.57	\$ 14,708,577.14
WATER & SEWER FUND	640,332.44	14,423,212.45	15,063,544.89	15,570,683.95
CAPITAL PROJECTS FUND	-	21,687,440.42	21,687,440.42	21,487,391.84
MFT FUND	-	2,526,907.55	2,526,907.55	1,423,570.27
GENEVA CROSSING TIF FUND	-	2,195,110.42	2,195,110.42	1,996,941.88
NORTH/SCHMALE TIF FUND	-	18,037.51	18,037.51	11,263.74
POLICE PENSION FUND	324,889.99	39,434,352.43	39,759,242.42	35,592,219.54
TOTAL	<u>\$ 1,756,898.33</u>	<u>\$ 93,110,123.45</u>	<u>\$ 94,867,021.78</u>	<u>\$ 90,790,648.36</u>