

# Village of Carol Stream

## BOARD MEETING

### AGENDA

JULY 15, 2013

8:00 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 July 1, 2013 Special Meeting of the Village Board.
2. Approval of the Minutes of the July 1, 2013 Village Board Meeting.

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

1. Check Presentation: Joseph G. Salerno of Salerno's Rosedale Funeral Chapel in Roselle will present a donation in support of the Police Department's DARE program outreach effort to local school children.

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

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

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

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

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

1. Klein Creek Flood Plain Structure Phase II Demolition Project – Final Payment and Acceptance.  
*The contractor, J & S Construction Sewer & Water, Inc., has completed the above referenced project and submitted the certified payrolls as required by the contract. The final waivers of lien will be submitted prior to the release of the check. Engineering staff therefore recommends approval of final payment in the amount of \$1,250 be made to J & S Construction Sewer & Water, Inc. and acceptance of the Klein Creek Flood Plain Structure Phase II Demolition Project.*

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

1. Ordinance No. \_\_\_\_\_, Authorizing a Redevelopment Agreement Between the Village Of Carol Stream and Caputo's New Farm Produce Carol Stream, Inc. and 520 East North Avenue, LLC.

# Village of Carol Stream

## BOARD MEETING

### AGENDA

JULY 15, 2013

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

*An agreement facilitating redevelopment of the former McKesson building on the southwest corner of North Avenue and Schmale Road into a Caputo's grocery store and warehouse through the sharing of sales tax and Tax Increment Financing revenues.*

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

1. Resolution No. \_\_\_\_\_, Declaring Surplus Property Owned by the Village Of Carol Stream.  
*The Public Works Department requests to declare a 2002 John Deere Wide Area Mower surplus for the purpose of selling or scrapping.*

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

#### **K. PAYMENT OF BILLS:**

1. Regular Bills: July 2, 2013 through July 15, 2013.
2. Addendum Warrants: July 2, 2013 through July 15, 2013.

#### **L. REPORT OF OFFICERS:**

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

#### **M. EXECUTIVE SESSION:**

1. Collective Negotiating Matters.
2. Acquisition of Real Property.

#### **N. ADJOURNMENT:**

<b>LAST ORDINANCE:</b>	<b>2013-06-30</b>	<b>LAST RESOLUTION:</b>	<b>2670</b>
<b>NEXT ORDINANCE:</b>	<b>2013-07-31</b>	<b>NEXT RESOLUTION:</b>	<b>2671</b>

*Village of Carol Stream*  
**Special Meeting of the Village Board  
Yard Waste Transfer Facility Presentation**

Gregory J. Bielawski Municipal Center  
500 N. Gary Avenue, Carol Stream, IL 60188

**July 1, 2013  
6:05 p.m. – 7:15 p.m.**

**Meeting Notes**

**ATTENDANCE: Mayor Frank Saverino, Sr.  
Trustee Matt McCarthy  
Trustee Greg Schwarze  
Trustee Mary Frusolone  
Trustee Rick Gieser  
Trustee John LaRocca  
Clerk Beth Melody  
Commissioner Angelo Christopher  
Commissioner James Joseph  
Commissioner Frank Petella  
Commissioner Ralph Smoot  
Commissioner Dee Spink  
Commissioner David Creighton  
Commissioner David Hennessey**

**Joseph E. Breinig, Village Manager  
Robert Mellor, Asst. Village Manager  
Chris Oakley, Asst. to the Village Manager  
Caryl Rebholz, Employee Relations Dir.  
James Knudsen, Dir. Engineering Services  
Don Bastian, Asst. Dir. of Community Dev.  
Jon Batek, Director of Financial Services  
Phil Modaff, Director of Public Works  
Jim Rhodes, Village Attorney  
Dave Gravel, Green Organics  
Don Opperman, Green Organics  
Tony Mazza, Green Organics**

The meeting was called to order by Mayor Saverino and the roll call read by Village Clerk Melody. The result of the roll call vote was as follows:

Present: Mayor Saverino, Trustees McCarthy, Schwarze, Frusolone, Gieser & LaRocca  
Absent: Trustee Don Weiss

**Presentation on Yard Waste Transfer Facility**

Village Manager Breinig stated this workshop is intended to provide information from Green Organics who has submitted a proposal to construct a Yard Waste Transfer Facility (YWTF) on a portion of the Water Reclamation Center property owned by the Village. The Village typically holds these workshops when plans are in the embryonic stage, which gives staff, elected officials, Plan Commissioners, petitioner and the general public an opportunity to discuss issues and concerns. Manager Breinig introduced Dave Gravel from Green Organics who is proposing to place a Yard Waste Transfer Facility (YWTF) on the Water Reclamation Center (WRC) property owned by the Village.

Mr. Gravel stated the YWTF would accept grass, brush and leaves at the facility. The materials would not be composted onsite but would be transferred to another facility in Bristol, IL where the actual composting would take place. He presented information on how compost is made and the benefits of the composting material which is the end product of the Yard Waste Transfer facility. The finished compost is screened and sold. The proposed YWTF requires an EPA permit and zoning approval from the Village,

however, it is not subject to transfer station siting regulations as long as materials are removed within 24 hours.

Green Organics is proposing to lease approximately 1 acre of land at the WRC from the Village. The facility would operate generally from March 15 – December 15 with two full time employees. The site would include perimeter screening, fencing and non-permanent trailer-type office. The entrance would be through a secured gate at the WRC entrance off of Kuhn Road and would include some type of identification and directional signage. Mr. Gravel anticipates there will be 4-6 transfer trucks/day and 25 - 37 incoming (drop-off) trucks/day. Truck traffic will generally go out south on Kuhn Road and down North Avenue. Director of Engineering Services Knudsen stated wear and tear on Kuhn Road should not be an issue as it was constructed to accommodate truck traffic.

Trustee McCarthy asked about the maximum number of trailers per day that would enter and leave the YWTF. Mr. Gravel stated one semi-trailer holds approximately 100 yards of material but he would need to get an answer to the question. Manager Breinig stated the Village has worked very hard over the years to minimize the impact of the WRC on neighbors and the YWTF should not be allowed to compromise the Village's relationship with the neighbors.

Village Manager Breinig stated there could be several benefits to siting a YWTF on Village property including potential savings for homeowners due to lower transportation costs for Flood Brothers, license fees for use of the WRC property, free compost for Village use and free wood chip drop-off.

Trustee Schwarze questioned whether there was a danger of fire as the yard waste materials compost. Mr. Opperman stated this should not be an issue since the materials are not composted on the WRC site and are hauled away within 24 hours.

Trustee McCarthy asked whether there were any flood water concerns. Mr. Gravel stated the facility would incorporate onsite detention. Village Manager Breinig stated the facility would not be in a floodway or floodplain.

Mr. Gravel stated there are currently 3 YWTF in DuPage County with one each in Elmhurst, Villa Park and West Chicago. He does not envision the need for expansion at the Village WRC site.

Plan Commissioner Smoot questioned whether there would be flashing yellow warning signs for truck activity as Kuhn Road is very busy during the school year. Mr. Gravel stated he would look into it.

Trustee Frusolone asked whether Green Organics has any experience operating another facility of this type to which Mr. Gravel answered no.

Commissioner Christopher asked whether the Village has flow control over Flood Brothers yard waste disposal to which Assistant Village Manager Oakley responded yes.

Trustee Gieser asked what would happen if unacceptable materials were brought onto the YWTF site. Mr. Gravel stated the materials would be hauled out immediately. Incoming loads are monitored by hauler ticket receipts. He stated Green Organics wishes to partner with the Village due to the WRC site's proximity to the Villa Park facility.

Village Manager Breinig stated the lease agreement will provide the Village the means to enforce the contract. Mr. Gravel stated the Carol Stream facility will operate similarly to other YWTF in DuPage County.

Trustee Frusolone asked about the timeline for full operation. Village Manager Breinig stated Green Organics would need to go through the zoning and public hearing process, secure EPA permits and negotiate a lease agreement with the Village. Mr. Gravel anticipated a startup time of spring 2014. Assistant Director of Community Development stated a text amendment and rezoning would require a public hearing. Manager Breinig suggested Green Organics meet with the neighbors to go over their proposal.

There being no further business, a motion was made by Trustee Gieser and seconded by Trustee Frusolone to adjourn the Special Board meeting. The meeting was adjourned unanimously at 7:15 p.m.

# AGENDA ITEM

7-1-2013 VB

B-2 7-15-13

## REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES

Gregory J. Bielawski Municipal Center, Carol Stream, DuPage County, IL

July 1, 2013

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

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

Absent: None

Also Present: Village Manager Joe Breinig, Assistant Village Manager Bob Mellor, Village Attorney Jim Rhodes, Assistant Village Attorney Jason Guisinger and Village Clerk Beth Melody

\* All persons physically present at meeting unless noted otherwise

Mayor Frank Saverino, Sr. led those in attendance in the pledge of allegiance. He asked for a moment of silence in memory of the 19 firefighters who lost their lives at one time fighting wild fires in Arizona.

### MINUTES:

*Trustee McCarthy moved and Trustee Frusolone made the second to approve the minutes of the June 17, 2013 Special Meeting of the Village Board. The results of the roll call vote were as follows:*

*Ayes: 6 Trustees LaRocca, Gieser, Frusolone, Weiss, Schwarze and McCarthy*

*Nays: 0*

*The motion passed.*

*Trustee Weiss moved and Trustee Gieser made the second to approve the Minutes of the June 17, 2013 Village Board Meeting. The results of the roll call vote were as follows:*

*Ayes: 6 Trustees LaRocca, Gieser, Frusolone, Weiss, Schwarze and McCarthy*

*Nays: 0*

*The motion passed.*

*Trustee McCarthy moved and Trustee Frusolone made the second to approve, but not release, minutes of the Executive Session of the June 17, 2013 Village Board Meeting. The results of the roll call vote were as follows:*

*Ayes: 6 Trustees LaRocca, Gieser, Frusolone, Weiss, Schwarze and McCarthy*

*Nays: 0*

*The motion passed.*

*Manager Breinig requested that the approval of the Minutes of the June 17, 2013 Special Meeting of the Village Board be amended to show attendance of Trustees LaRocca and Gieser consistent with roll call vote. Trustee McCarthy moved and Trustee Frusolone made the second to approve the minutes of the June 17, 2013 Special Meeting of the Village Board as amended. The results of the roll call vote were as follows:*

*Ayes: 6 Trustees LaRocca, Gieser, Frusolone, Weiss, Schwarze and McCarthy*

*Nays: 0*

*The motion passed.*

#### **AUDIENCE PARTICIPATION & PUBLIC HEARINGS**

**Check Presentation: Joseph G. Salerno of Salerno's Rosedale Funeral Chapel in Roselle will present a donation in support of the Police Department's DARE program outreach effort to local school children:**

*This item was removed from the agenda due to the absence of Joseph Salerno.*

**Bud's Run - Recognition from Bud's Run:**

*Mayor Saverino and Manager Breinig acknowledged recognition provided by the Bud Swanson Memorial Run Foundation on the 10th Anniversary of the Bud's Run fund raising event for Sarcoma research and cure.*

#### **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: 6 Trustees LaRocca, Gieser, Frusolone, Weiss, Schwarze and McCarthy*

*Nays: 0*

*The motion was approved.*





**Carol Stream Police Department – LiveScan Machine:**

*The Village Board approved waiving formal bidding procedures and awarding purchase of a new LiveScan Machine from Morphotrak in the amount of \$32,994.00 to replace the current LiveScan machine which is nearing recommended productive life.*

**A Motion awarding a contract to Utility Dynamics Corporation in the amount of \$277,904.00 for construction of the LED Street Light Replacement Project Phase II:**

*The Village Board approved a motion awarding a contract to Utility Dynamics Corporation in the amount of \$277,904.00 for construction of the LED Street Light Replacement Project Phase II in the Western Trails subdivision.*

**Resolution No. 2667, Declaring Surplus Property Owned by the Village of Carol Stream:**

*The Village Board approved Resolution No. 2667, declaring three seized vehicles as surplus property owned by the Village of Carol Stream to be sold via the America's Auto Auction Inc.*

**Resolution No. 2668, for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code for the period January 1, 2012 thru December 31, 2012:**

*The Illinois Department of Transportation rejected a previously submitted resolution because the period submitted did not cover the calendar year. This resolution has been prepared in accordance with IDOT's direction. The Village Board approved Resolution No. 2668, for maintenance of streets and highways by municipality under the Illinois Highway Code for the period January 1, 2012 thru December 31, 2012.*

**Resolution No. 2669, for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code for the period January 1, 2013 thru April 30, 2013:**

*The Village Board approved Resolution No. 2669, for maintenance of streets and highways by municipality Under the Illinois Highway Code for the period January 1, 2013 thru April 30, 2013. Submittal of this Resolution in this format allows the Village to align its annual submittal with the Village's own fiscal year. This resolution has been prepared in accordance with IDOT's direction.*

**Resolution No. 2670, Accepting a Plat of Easement for Storm Water Management and Conveyance, and approval of Storm Sewer and Indemnification Agreement – 235 Tubeway Drive – TW Metals:**

*This item is the acceptance of a grant of easement for storm water management and conveyance as required by the DuPage County Countywide Storm Water Management and Flood Plain Ordinance. As part of this, a Storm Sewer and Indemnification Agreement are also recommended for approval. The Village Board approved Resolution No. 2670, accepting a plat of easement for storm water management and conveyance, and approval of storm sewer and indemnification agreement – 235 Tubeway Drive – TW Metals.*

**Raffle License Application – Glenbard North Athletic Booster Club Raffle License Request-Village of Carol Stream-Concert for the Troops:**

The Village Board approved a request for a raffle license, waiver of fee and manager's fidelity bond for a raffle to be held during its Pancake Breakfast event at Glenbard North High School on Saturday, August 24, 2013.

**Sound Amplification Permit – Request for Waiver of Fee - Outreach Community Center:**

The Outreach Community Center is sponsoring their outdoor community barbeque in conjunction with the National Night out event on Tuesday, August 6, 2013 and is requesting a waiver of the \$25 permit fee. The Village Board approved the sound amplification permit & fee waiver request for Outreach Community Center.

**Regular Bills and Addendum Warrant of Bills:**

The Village Board approved the payment of the Regular Bills dated July 1, 2013 in the amount of \$863,628.00. The Village Board approved the payment of the Addendum Warrant of Bills from June 18, 2013 – July 1, 2013 in the amount of \$476,028.77

**Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month End May 31, 2013:**

The Village Board received the Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month End May 31, 2013.

**Report of Officers:**

Trustee Gieser thanked those who attended the carnival at the Town Center. He stated he was looking forward to attending the 4<sup>th</sup> of July parade which starts at County Farm and Lies Roads at 10:00 a.m.

Trustee Frusolone wished everyone a happy and safe 4<sup>th</sup> of July and encouraged everyone to come out for the parade.

Trustee Schwarze stated this is a somber time with the deaths of 19 firefighters yesterday in Arizona. He reminded residents of the dangers of fireworks and that 2011 statistics showed there were 10,000 emergency room visits due to fireworks with 50% involving hands and fingers, 34% involving face and eyes, 18,000 fires and 8 deaths. He stated there have been 62 on the job firefighter deaths this year. He reminded everyone to please shop Carol Stream.


Trustee LaRocca offered residents who wish to try to save their ash trees from the Emerald Ash Borer a method he was using on 2 ash trees in his yard consisting of a spray solution of Listerine and Palmolive soap. He applauded Green Organics for their presentation on a proposed compost facility in Carol Stream. He reminded residents to please remember to water newly planted parkway trees.

Trustee McCarthy stated there will be shuttle bus service from 8:30 a.m. – 9:30 a.m. from the Town Center to the beginning of the parade for those in the July 4<sup>th</sup> parade. He stated the Youth Council's 8<sup>th</sup> annual teen music fest on Saturday was fantastic. He thanked the Youth Council and those that helped at or sponsored the Teen Music Fest. Mayor Saverino thanked Trustee McCarthy for letting the Youth Council take responsibility for the Teen Music Fest and other activities they conduct.



*Village of Carol Stream*  
Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: James Knudsen, Director of Engineering Services 

DATE: July 11, 2013

RE: Klein Creek Flood Plain Structure Phase II Demolition Project -  
Final Payment and Acceptance

The contractor, J & S Construction Sewer & Water, Inc., has completed the above referenced project and submitted the certified payrolls as required by the contract. Engineering was holding \$1,250 in retainage for the uncompleted restoration and submittal of the final paperwork. The final waivers of lien will be submitted prior to the release of the check.

This project was completed for \$27,310 which was \$9,310 (51.7%) over the engineer's estimate of \$18,000, but \$560 (2%) under the original contract of \$27,870. The original \$27,870 contract was approved to cover additional costs beyond the \$18,000 engineer's estimate for asbestos abatement and disposal that were unknown at the time the estimate was prepared for the budget. There was an extra work order that was previously approved for lost time due to a Nicor delay removing service, an increase for removal of additional existing fence and a decrease for less sidewalk replacement resulting in a net \$560 deduction to the contract.

The total final cost for the project including property acquisition, fees, asbestos abatement and demolition equals \$297,325.14 which is \$7,525.86 below the Illinois Department of Commerce and Economic Opportunity (DCEO) grant of \$304,851. All costs including demolition costs will be fully reimbursed by DCEO and there will be no cost to the Village.

Engineering Staff therefore recommends approval of final payment in the amount of \$1,250 be made to J & S Construction Sewer & Water, Inc. and acceptance of the Klein Creek Flood Plain Structure Phase II Demolition Project.

Cc: William N. Cleveland, Assistant Village Engineer  
Jesse Bahraini, Engineering Inspector



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**MEMORANDUM**

**AGENDA ITEM**  
**H-1 7-15-13**

**To: Mayor and Board of Trustees  
Joseph Breinig, Village Manager**

**From: James A. Rhodes, Village Attorney**

**Date: July 8, 2013**

**Subject: Redevelopment Agreement – North Avenue-Schmale Road Tax Increment  
Finance District**

Attached you will find the Redevelopment Agreement for the 27.27 acre parcel of property located within the North Avenue-Schmale Road Tax Increment Redevelopment Project Area. This parcel of property is proposed to be developed by 520 East North Avenue, LLC, the owner of the Property and Caputo's New Farm Produce, Inc., the lessee of the Property. Collectively, these two entities are the Developer of the Redevelopment Project.

The proposed Redevelopment Project consists of the redevelopment of an approximately 312,000 square foot industrial building in order to operate an approximately 70,000 square foot Angelo Caputo's Fresh Farms Market retail food and grocery store and an approximately 242,000 square foot regional warehouse, office and distribution facility for Caputo's New Farm Produce Carol Stream, Inc.'s regional retail and wholesale food and grocery business. The Developer has provided a proposed budget for the Redevelopment Project in the amount of \$30,341,456.00.

The Developer has represented to the Village that in order to successfully and economically develop the Redevelopment Project, financial assistance from the Village is necessary. Generally, under the terms of the Redevelopment Agreement, the Village will agree to provide the Developer with \$3,500,000.00 in financial assistance which will take the form of a loan evidenced by a promissory note from of the Village which will bear 4% simple interest. The loan will be repaid by the increased net incremental property taxes generated by the redevelopment of the parcel and 50% of the sales tax revenue generated from the property for a period of 13 years, with the understanding that if the Note has not be repaid within that period of time the Village will pay up to two additional years of incremental property taxes only toward repayment of the Note. In other words, any incentive payments to be made to the Developer under the Note will come solely from incremental property taxes and sales tax revenue generated by the development itself during that time period.

Included with this memorandum is the memorandum of Kane, McKenna and Associates, Inc. setting forth a summary of the Economic/Project Analysis. This Analysis sets forth the financial aspects of the Redevelopment Agreement.

The following is a synopsis of the main provisions of the Redevelopment Agreement.

## **I. Preliminary Statements**

The Preliminary Statements set forth the background of the Agreement. These statements include the Village's home rule authority to enter into a Redevelopment Agreement; the authority granted to the Village under the Tax Increment Allocation Redevelopment Act; and the adoption of the redevelopment project area, redevelopment plan and tax increment financing by the Village Board's adoption of Ordinance Numbers 2011-12-37, 2011-12-38, and 2011-12-39. The Preliminary Statements also generally describe the Project and the need for financial assistance in order to complete the Project as proposed.

## **II. Definitions**

A few of the definitions are worthy of note.

**Developer** means both Caputo's New Farm Produce Carol Stream, Inc., an Illinois corporation, and 520 East North Avenue, LLC, an Illinois Limited Liability Corporation, operating either jointly or individually. Both entities are responsible individually and jointly to perform the terms of the Agreement.

**Eligible Redevelopment Costs** refers to the land acquisition costs of the Developer. The incentive provided by the Village is meant to pay a portion of these costs. Land acquisition costs are eligible for reimbursement under the provisions of the TIF Act.

**Incremental Property Taxes** means the amount of the increase in the property taxes levied upon the property attributable to the increase in equalized assessed valuation from the redevelopment of the property. This increase is transmitted by the County to the Village for deposit in the Tax Increment Allocation Fund (TIF Fund). This fund can be used only to pay for eligible redevelopment costs.

**Net Incremental Property Taxes** refers to the Incremental Property Taxes less any payments that may be required to be paid to other taxing districts and after the deduction of \$10,000 per year (adjusted by 5% per year) to pay for out-of-pocket village administrative costs. All of the Net Incremental Property Taxes generated from the redevelopment parcel will be used to pay the Note payments to the Developer, thereby maximizing the use of tax increment financing for the Project.

**Sales Tax Revenue** means 50% of the net amount of Retailer's Occupation Taxes or Service Occupation Taxes collected by the State from sales generated on the redevelopment parcel less the Village's contribution to the TIF Fund. Under the TIF Act, a municipality that does not levy a property tax must contribute an amount equal to 10% of the funds deposited into the TIF Fund. The Village will pay this required contribution from sales taxes generated from the redevelopment parcel prior to any sales taxes being paid to the Developer. Therefore, there will be no need for a general fund contribution from the Village to the TIF Fund. Sales Tax Revenue does not include any Home Rule Sales taxes imposed by the Village. All Home Rule Sales Taxes will go directly to the Village and are not included in any incentive to the Developer. Thus from the Sales Taxes paid upon the Redevelopment Parcel the Village will receive an

amount equal to its required 10 per cent contribution to the TIF Fund, 50% of the remaining Retailer's Occupation Taxes or Service Taxes generated upon the redevelopment parcel and all of the Home Rule Sales taxes generated upon the redevelopment parcel.

### **III. Construction of Terms**

This section provides general guidance as to terminology used within the Agreement.

### **IV. Development of the Redevelopment Parcel**

Pursuant to this section, the Developer represents and warrants that it has acquired title to the Redevelopment Parcel

Within three months of the date of the agreement, the Developer must apply for all remaining permits necessary for the project.

The Developer is required to develop the Redevelopment Parcel in accordance with all applicable laws and to receive all necessary Village approvals. The agreement also acknowledges the Village's discretion with respect to approval of the Project. In other words, the Village is not giving up any rights of approval that are provided in its Ordinances.

The Developer is required to commence construction of the Project within 30 days of receiving all necessary approvals and is required to complete the project within 2 years, subject to delays for uncontrollable circumstances.

Upon completion of the Project, the Developer is required to provide the Village with a completed certificate in the form attached as Exhibit G. Once the Village is satisfied that the Project has been completed, it will issue a Certificate of Completion to the Developer.

### **V. Village Incentive**

As indicated above, the financial incentive to be provided to the Developer is \$3,500,000.00 with 4% simple interest paid solely from Net Incremental Property Taxes and Sales Tax Revenue generated for a period of 13 years.

The Developer acknowledges, however, that there is no guaranty that there will be sufficient revenue from the Net Incremental Property Taxes or Sales Tax Revenue to pay the full incentive amount. However, if the revenue is not sufficient in the 13 year period to pay the full incentive amount, the Village agrees to provide the Developer up to two additional years of net Incremental Property Taxes toward payment.

The note terminates on the fifteenth year after the project has been completed. If there was insufficient revenue to pay the full Note amount, there are no further obligations by the Village.

In addition to the incentive amount, the Village will also pay the Developer the amount of \$147,000.00 in reimbursement of certain development costs.

It is important to note that the full amount of the incentive is for reimbursement of land acquisition costs which constitute eligible redevelopment project costs under the TIF Act and are therefore eligible for payment from Net Incremental Property Taxes paid into the TIF Fund.

The Agreement provides that after the termination of the Agreement, the Village may reimburse itself for any Sales Tax Revenue paid to the Developer from Incremental Property Taxes that are generated thereafter to the extent that such taxes are available.

Should the Developer ever default upon its obligations under the Agreement, payments of the incentive will be suspended and no interest on the Note will accrue.

In the event that the Developer does not complete the Project within 2 years, unless due to an uncontrollable circumstance, the Village's obligation to pay any incentive will be terminated

## **VI. Special Covenants and Obligations of the Developer**

The Developer covenants or is required to do the following acts:

1. Maintain its legal existence and keep in force all necessary permits.
2. Subject to uncontrollable circumstances, complete the Project in good faith and without delay.
3. Complete the Project in a good and workmanlike manner and in accordance with all applicable laws.
4. Dedicate all necessary easements and rights-of-way
5. Convey title to all public improvements to the Village, as required.
6. Meet periodically with the Village board or Village staff with respect to the progress of the Project.
7. Pay all real estate taxes when due.
8. Pay all sales taxes when due.
9. Execute all necessary state forms with respect to the payment of sales taxes.
10. Operate a Caputo's Fresh Farms Market retail full service grocery store of any least 70,000 square feet and a warehouse, office and distribution facility of at least 242,000 square feet upon the Redevelopment Parcel for the full term of the Redevelopment Agreement.
11. Provide the Village will certain certifications required under state law.

## **VII. Developers Representations and Warranties.**

The Developer is making the following representations:

1. Without the financial incentive the Project as proposed would not be economically viable nor would the funds be available for its completion.
2. The Developer has the authority to enter into the Redevelopment Agreement
3. The Developer is not a party to any agreement what would materially or adversely affect its business or financial condition.
4. This Agreement would not cause the Developer to be in default of any other agreement, statute, law, order ore regulation to which the Developer is subject.
5. There are no suits or other proceedings pending hat would affect the ability of the Developer to perform its obligations under the Redevelopment Agreement.
6. The Agreement has been approved by all required corporate action.
7. The Developer has sufficient funds to complete the Project.
8. The Developer will not default on any financial obligation with respect to financing of the Project



9. The Project Budget is \$30,341,46.00 and the Developer will not make any material changes (a reduction of 5% or more) without the written approval of the Village.

## **VII. Village Representations and Warranties.**

The Village is making the following representations:

1. The Village is a home rule municipality of the State of Illinois.
2. This Agreement would not cause the Village to be in default of any other agreement, statute, law, order or regulation to which the Village is subject.
3. There are no suits or other proceedings pending that would affect the ability of the Village to perform its obligations under the Redevelopment Agreement.
4. The actions of the Mayor and Board of Trustees authorizing the approval of the Agreement have been completed in accordance with state law.
5. For so long as the Village's obligations under the Agreement and Note remain, the Village will not pledge Net Incremental Property Taxes or Sales Tax Revenue from the Project to anyone else; will not take any action that affects the continued existence of the revenue pledged; and will take all reasonable action to receive all pledged revenue.
6. There are no special assessments contemplated with respect to the Project.

## **IX. Insurance**

The Developer is obligated to maintain general liability, workers compensation, property and casualty and builder's risk insurance during construction and for at least 2 years after Project Completion. All insurance policies must name the Village as an additional insured.

## **X. Indemnification and Defense of TIF**

The Developer is indemnifying the Village for any liabilities that may arise out of the Developer's use of the Property or the construction of the Project.

The Village agrees that it will defend any challenges to the TIF at its sole cost unless the challenge is based upon action by the Developer. Should the Agreement ever be determined to be contrary to law, the obligations of the Village and Developer shall terminate.

## **XI. Remedies for Default.**

This provision lists the various actions that will constitute a default by either the Developer or the Village. In the event of a default, the non-defaulting party is required to provide notice of such default to the other party. The defaulting party is given a period of time within which to cure the default. In the event the default is not cured, the non-defaulting party has all remedies available under state law. In addition, either party may terminate the agreement. If any party agrees to a waiver of a default, that waiver does not extend to any other defaults or rights under the Agreement.

## **XII. Miscellaneous Provisions**

Provisions to be noted are as follows:

The agreement will be governed by the laws of the State of Illinois and any court proceedings with be brought in the Circuit Court of Du Page County.

The Agreement does not confer any rights on any party other than the Village and the Developer.

The Village and the Developer agree to cooperate and will execute any other instruments that are necessary under the terms of the Agreement.

The term of the agreement extends until the earlier of the full repayment of the Note or o the 15<sup>th</sup> anniversary of the completion of the project, unless earlier terminated due to a default.

The Developer cannot assign any rights or obligations under the Agreement, except for the purpose of financing. If, however, a Lender accepts an assignment for any financing, it will also accept all obligations of the Developer under the Agreement.

Neither the Mayor and Board of Trustees nor any Village employee may be held personally liable for in conjunction with the Agreement.

The Developer must provide an affidavit disclosing each person with an interest of 7½% or more in the Property or the Project.

The Agreement also contains a number of exhibits setting forth the legal description of the Redevelopment Project Area, the legal description of the Property, the legal description of the Redevelopment Parcel, the Project Budget, the Initial Equalized Assessed Valuation of the Redevelopment Parcel, the form of the Note, the Developer Certification, the Payment Application Example and the Disclosure Affidavit.

Should anyone have any questions or need any additional information, please let me know.

## MEMO

TO:            Joseph Breinig  
                Village Manager

FROM:        Kane, McKenna and Associates, Inc.

RE:            **Caputo's Redevelopment Agreement – Summary of Economic/Project  
                Analysis**

DATE:        July 10, 2013

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### 1)    **BACKGROUND**


As part of the Village's designation of the North Avenue/Schmale Road Tax Increment Finance District (the "TIF District") in 2011, the approximately 27.27 acre property located at 520 E. North Avenue was included as part of the proposed redevelopment of that area. The site included an approximately 312,000 s.f. industrial building which had been vacant since September 2009. Caputo's New Farm Produce Carol Stream Inc. and 520 East North Avenue LLC (collectively the "Developer") proposed to redevelop the vacant site as a combination 70,000 s.f. Angelo Caputo's Fresh Farms Market retail grocery store and an approximately 242,000 s.f. regional warehouse, office, and distribution facility for the Caputo's New Farm Produce Carol Stream, Inc. business operations (the "Project").

### 2)    **PROJECT DESCRIPTION**

The Developer expects to redevelop the property in phases. The first phase ("Phase I") includes the rehabilitation of the vacant 312,000 s.f. building for the uses described above. Total Phase I project costs are estimated at \$30,341,456. Phase II would include the development of outlots surrounding the building and is not part of the redevelopment agreement. In order to induce the Phase I redevelopment project to be implemented, the Village and Developer have negotiated provisions relating to the structure of a \$3,500,000 "pay as you go" note payable only from the Project's TIF increment and 50% of sales taxes. The note obligation is performance based and no other sources of Village revenue are applied to the note. The note bears interest at 4% (simple interest, no compounding) which is reasonable in relation to long term conventional lending rates in the range of 5% to 6%.

The Developer will advance all of the Project funding from equity and lender sources. The Village note incentive is approximately 11.5% of the Phase I total cost, which compares favorably with our experience in which the range of incentives can be 10% to 25% of total project costs. The provisions of the redevelopment agreement are summarized in a separate memo by the Village Attorney.

### 3)    **NOTE REPAYMENT**

 The Developer Note of \$3,500,000 is paid from two (2) sources of revenue – (i) incremental property taxes (IPT) generated solely from the Project site and (ii) 50% of incremental sales taxes (IST) – less the Village's required deposit into the TIF fund (10% of IPT). These two sources of revenue are diverted annually to the note repayment after annual Village administrative costs of \$10,000 (increased by 5% per annum) are deducted. This allows the Village to reimburse itself for annual state reporting and accounting associated with the administration of the TIF and repayment of the Developer Note.

The scheduled repayment of the note is set at 13 years, and in the event revenues are not sufficient to retire the note, the agreement allows for an additional two years of IPT payments only to retire the note. After 15 years there is no further Village obligation for payment on the note. Projected interest cost to the Village is \$1,125,030 over the term of the note.

The Developer's consultant has prepared incremental property and sales tax calculations that are the basis for the note repayment and are attached as Exhibit H of the redevelopment agreement.

The IPT or tax increment estimates have been provided by the Developer's consultant based on review of the Project costs and the Developer's operations. Kane McKenna has also reviewed the estimates and find them to be conservative – based upon the blended uses – warehouse and grocery store components. Stabilized tax increment in 2016 is expected to be approximately \$200,000 and increases to over \$330,000 by the end of the maximum term of the note (or 15 years). If the note is repaid over 13 years, the amount returning to the TIF fund is approximately \$290,000 per year, and the Village has the discretion to utilize these funds over the remaining term of the TIF (an additional 8 years) to reimburse itself for part of the Incremental Sales Taxes (IST) used to retire the note, for TIF eligible costs within the TIF district or to declare these amounts as surplus – to be returned by the County to all affected taxing districts on a pro rata basis annually.

The Incremental Sales Taxes (IST) are also based upon the Developer's consultant review of the proposed store operations. The sales assume an operation larger than the existing stores operated by Caputo's, but takes into account historic per square foot sales levels associated with existing operations. As a result, annual sales levels of approximately \$30,000,000 are assumed or \$400+ per square foot sales levels. Other competitors of Caputo's such as Mariano's forecast similar (or greater) levels of sales. In the event that sales do not achieve such levels, the Village position relating to note repayment is protected by (i) allocating 50% of sales tax (less the 10% TIF deposit) to the Project while retaining 50% for the Village, and (ii) limiting the use of sales tax for note repayment to 13 years. The continued success of the store's projected sales levels is dependent on several factors including area competition, the viability of the store operations and pricing, and product selection/inventory.

Upon completion of the note IST component after year 13, an additional \$200,000 of sales taxes would be available to the Village (the 50% amount previously applied to the note payment) assuming continued store operation and sales levels conformant with the Developer's projections.



The repayment structure described above limits any Village risk to the Project's revenues and also limits the term to a potential 15-year period based on the Developer's estimation of sales levels and property taxes. In the event the Project performs greater than projections, the note is repaid sooner. If the note is not repaid after 15 years, there is no Village obligation to the Developer. All amounts paid for the note are subject to the terms of the redevelopment agreement including the Developer's evidence of Project completion and the Developer's annual payment of all applicable taxes.

The Village shall also pay the Developer an additional incentive of \$147,000 for reimbursement of certain fees associated with the redevelopment project. The Village shall pay the amount from sources available to it, and Village reimbursement may also come from the IPT or IST, based on Village discretion (after the note is paid).

#### 4) SUMMARY

The Developer incentive is sized at a reasonable proportion of the total Project (11.5%) and is limited solely to incremental taxes associated with the operation of the Project. The Village is able to retain \$150,000 to \$200,000 from 50% of projected sales taxes annually. Over the term of the note (projected at 13 years) – over 50% of the repayment is attributable to TIF revenues – which can only be spent within the TIF district. The Village also retains \$10,000 per year (increased by 5% per annum) to pay for any required TIF administration costs (e.g., audit and the State's annual TIF report) – this amount is deducted from TIF revenues prior to application to the note repayment and is anticipated to cover the annual TIF administrative costs associated with the Project.

Proposed Carol Stream Caputo's Fresh Markets Redevelopment

Exhibit H Payment Example

Simple Interest only, no accruals or compounding  
 Rate: 4%  
 Principal: 3,500,000

Assumes Project Completion Date prior to June 30, 2014

Note Year	Payment Date	Pledged Revenues		Total	Initial \$10,000 increased by 5% annually Village Admin.	Total to Developer Note	Debt Service: Principal	Interest	Outstanding Note Balance	Total Debt Service
		Net Incremental Property Taxes IPT (1)	Sales Tax Revenue IST (1)							
	06 30 2014	0	0	0					3,500,000	
1	12 31 2014	17,200	75,465	92,665	5,000	87,665	17,473	70,192	3,482,527	87,665
1	06 30 2015	17,200	72,375	89,575	5,000	84,575	15,497	69,078	3,467,030	84,575
2	12 31 2015	37,850	71,415	109,265	5,250	104,015	34,104	69,911	3,432,925	104,015
2	06 30 2016	37,850	88,085	125,935	5,250	120,685	52,215	68,470	3,380,711	120,685
3	12 31 2016	96,700	73,215	169,915	5,513	164,403	96,233	68,170	3,284,478	164,403
3	06 30 2017	96,700	90,285	186,985	5,513	181,473	116,323	65,150	3,168,155	181,473
4	12 31 2017	98,050	75,015	173,065	5,788	167,277	103,393	63,884	3,064,762	167,277
4	06 30 2018	98,050	92,525	190,575	5,788	184,787	123,995	60,791	2,940,767	184,787
5	12 31 2018	99,450	76,905	176,355	6,078	170,277	110,979	59,299	2,829,788	170,277
5	06 30 2019	99,450	94,855	194,305	6,078	188,227	132,097	56,131	2,697,691	188,227
6	12 31 2019	100,850	78,840	179,690	6,381	173,309	118,911	54,397	2,578,780	173,309
6	06 30 2020	100,850	97,240	198,090	6,381	191,709	140,557	51,152	2,438,223	191,709
7	12 31 2020	116,600	80,820	197,420	6,700	190,720	141,554	49,165	2,296,669	190,720
7	06 30 2021	116,600	99,680	216,280	6,700	209,580	164,024	45,556	2,132,645	209,580
8	12 31 2021	118,250	82,845	201,095	7,036	194,059	151,056	43,003	1,981,589	194,059
8	06 30 2022	118,250	102,175	220,425	7,036	213,389	174,083	39,906	1,807,506	213,389
9	12 31 2022	119,900	84,915	204,815	7,387	197,428	160,980	36,447	1,646,525	197,428
9	06 30 2023	119,900	104,725	224,625	7,387	217,238	184,578	32,660	1,461,947	217,238
10	12 31 2023	121,600	87,030	208,630	7,757	200,873	171,394	29,479	1,290,553	200,873
10	06 30 2024	121,600	107,330	228,930	7,757	221,173	195,574	25,599	1,094,979	221,173
11	12 31 2024	139,500	89,190	228,690	8,144	220,546	198,465	22,080	896,513	220,546
11	06 30 2025	139,500	110,010	249,510	8,144	241,366	223,583	17,783	672,930	241,366
12	12 31 2025	141,450	91,440	232,890	8,552	224,338	210,769	13,569	462,161	224,338
12	06 30 2026	141,450	112,760	254,210	8,552	245,658	236,491	9,167	225,670	245,658
13	12 31 2026	143,450	93,690	237,140	8,979	228,161	223,610	4,550	2,080	228,161
13	06 30 2027	143,450	115,550	259,000	8,979	250,021	2,060	41	0	2,101
In the event the note is not repaid after 13 years, up to 2 additional years of IPT may be applied to the note										
14	12 31 2027			145,500						
14	06 30 2028	145,500		145,500						
15	12 31 2028	165,750		165,750						
15	06 30 2029	165,750		165,750						

Note: (1) Pledged Revenues based on December 17, 2012 projections prepared by Busse Consulting, Inc.

Totals 177,130 3,500,000 1,125,030 4,625,030

## REDEVELOPMENT AGREEMENT

**This Redevelopment Agreement** (the "Agreement") is made and entered into as of the 15th day of July, 2013 (the "Effective Date") by and between the **Village of Carol Stream**, Illinois, an Illinois home rule municipal corporation (the "Village"), and **Caputo's New Farm Produce Carol Stream, Inc.**, an Illinois corporation, and **520 East North Avenue, LLC**, a Illinois Limited Liability Corporation (hereinafter individually and collectively referred to as the "Developer"). (The Village and the Developer are sometimes referred to herein individually as a "Party," and collectively as the "Parties.")

### WITNESSETH:

IN CONSIDERATION of the Preliminary Statements, the mutual covenants herein contained, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties hereto agree as follows:

#### I. **PRELIMINARY STATEMENTS**

Among the matters of mutual inducement which have resulted in this Agreement are the following:

A. The Village has the authority, pursuant to the laws of the State of Illinois, and pursuant to its home rule powers to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base and increase additional tax revenues realized by the Village, to foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise take action in the best interests of the Village.

B. The Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.1, *et seq.*, as amended (the "Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the Act.

C. Pursuant to Ordinance Numbers 2011-12-37, 2011-12-38 and 2011-12-39, the Village approved a redevelopment plan and project (the "TIF Plan"), designated the redevelopment project area (the "Redevelopment Project Area"), and adopted tax increment allocation financing relative to the North Avenue/Schmale Road tax increment financing district (the "TIF District"); said Redevelopment Project Area being legally described and depicted as set forth in EXHIBIT A, attached hereto and made part hereof.

D. The Developer has acquired an approximately 27.27 acre parcel of real property located within the Redevelopment Project Area, said property being legally described on

**EXHIBIT B** attached hereto and made part hereof (the "Property"). The Developer's acquisition of the Property constitutes Eligible Redevelopment Project Costs (as defined below).

E. The Developer proposes to redevelop on a portion of the Property (the "Redevelopment Parcel") an approximately 312,000 square foot building located thereon in order to operate an approximately 70,000 square foot Angelo Caputo's Fresh Farms Market retail, food and grocery store and an approximately 242,000 square foot regional warehouse, office and distribution facility for Caputo's New Farm Produce Carol Stream, Inc.'s regional retail and wholesale food and grocery business within said building (the "Facilities"). The Redevelopment Parcel is legally described on **EXHIBIT C** attached hereto and made a part hereof.

F. In connection with its acquisition of the Property and its development of the Facilities upon the Redevelopment Parcel, Developer shall construct certain necessary improvements (the "Improvements") and shall incur costs in constructing the Improvements which are referred to herein as the "Project Costs".

G. It is necessary for the successful completion of the Project that the Village enter into this Agreement with Developer to provide for the redevelopment of the Redevelopment Parcel, thereby implementing the TIF Plan.

H. Developer has been and continues to be unable and unwilling to undertake the redevelopment of the Redevelopment Parcel with the Project and to incur the Project Costs, but for certain incentives to be provided by the Village in accordance with the Act and pursuant to the home rule powers of the Village, which the Village is willing to provide under the terms and conditions contained herein. The Parties acknowledge and agree that but for the incentives, to be provided by the Village as set forth herein, Developer cannot successfully and economically develop the Redevelopment Parcel, in a manner satisfactory to the Village. The Village has determined that it is desirable and in the Village's best interests to assist Developer in the manner set forth herein and as this Agreement may be supplemented and amended from time to time.

I. The Village, in order to stimulate and induce development of the Redevelopment Parcel with the Project, has agreed to finance the Eligible Redevelopment Costs through Net Incremental Property Taxes and through Sales Tax Revenue, all in accordance with the terms and provisions of the Act and this Agreement, with the understanding that the Village shall have the ability to be reimbursed from Net Incremental Property Taxes for the payments made from Sales Tax Revenue, to the extent that Net Incremental Property Taxes may be available after the termination of this Agreement.

J. This Agreement has been submitted to the Corporate Authorities of the Village for consideration and review, the Corporate Authorities have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding



upon the Village according to the terms hereof, and any and all actions of the Corporate Authorities of the Village precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.

K. This Agreement has been submitted to the board of directors, corporate officers, shareholders and members of the Developer, as the case may be, for consideration and review, the Developer's board of directors, corporate officers, shareholders and members have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Developer according to the terms hereof, and any and all action of the Developer's board of directors, corporate officers, shareholders and members precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.

L. The Village is desirous of having the Redevelopment Parcel developed and redeveloped in accordance with the TIF Plan, and particularly the Project as a part thereof, in order to serve the needs of the Village, arrest physical decay and decline in the Redevelopment Project Area, increase employment opportunities, stimulate commercial growth and stabilize the tax base of the Village and, in furtherance thereof, the Village is willing to undertake the incentives, under the terms and conditions hereinafter set forth, to assist such development.

## II. DEFINITIONS

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. **"Act"** means the Tax Increment Allocation Redevelopment Act found at 65 ILCS 5-11-74.4-1 *et seq.*, as supplemented by the Local Government Debt Reform Act, as amended and the home rule powers of the Village.

B. **"Agreement"** means this Redevelopment Agreement.

C. **"Change in Law"** means the occurrence, after the Effective Date, of an event described below in this definition, provided such event materially changes the costs or ability of the Party relying thereon to carry out its obligations under this Agreement and such event is not caused by the Party relying thereon:

Change in Law means any of the following: (1) the enactment, adoption, promulgation or modification of any federal, state or local law, ordinance, code, rule or regulation (other than by the Village or with respect to those made by the Village, only if they violate the terms of this Agreement); (2) the order or judgment of any federal or state court, administrative agency or other governmental body (other than the Village); or (3) the adoption, promulgation, modification or interpretation in writing of a written guideline or policy statement by a governmental agency (other than the Village, or, with respect to

those made by the Village, only if they violate the terms of this Agreement). Change in Law, for purposes of this Agreement, shall also include the imposition of any conditions on, or delays in, the issuance or renewal of any governmental license, approval or permit (or the suspension, termination, interruption, revocation, modification, denial or failure of issuance or renewal thereof) necessary for the undertaking of the actions to be performed under this Agreement (except any imposition of any conditions on, or delays in, any such issuance or renewal by the Village, except as provided herein).

D. **"Corporate Authorities"** means the Mayor and Board of Trustees of the Village of Carol Stream, Du Page County, Illinois.

E. **"Developer"** means Caputo's New Farm Produce Carol Stream, Inc., an Illinois corporation, and 520 East North Avenue, LLC, an Illinois Limited Liability Corporation, operating either jointly or individually. For purposes of this Agreement Captuo's New Farm Produce, Inc. and 520 East North Avenue, LLC are both jointly and severally liable for all requirements of the Developer under the terms of this Agreement.

F. **"Eligible Redevelopment Costs"** means a portion of the Developer's land acquisition costs of the Redevelopment Parcel to be reimbursed by the Village as provided in this Agreement and as authorized by the Act.

G. **"Effective Date"** means the date on which this Agreement is executed on behalf of the Village, with said date being inserted in the opening paragraph of this Agreement.

H. **"Final Approvals"** means all necessary governmental approvals that are required for Project Completion in accordance with all applicable laws, ordinances, rules or regulations.

I. **"Final Plans"** means those detailed plans for the Project required to be approved by the Village pursuant to the ordinances of the Village of Carol Stream, by other governmental bodies pursuant to applicable laws, ordinances, rules or regulations, and this Agreement prior to the issuance of any building or other permits for the Project.

J. **"Incremental Property Taxes"** means that portion of the ad valorem real estate taxes, if any, arising from the taxes levied upon the Redevelopment Parcel, which taxes are actually collected and which are attributable to the increase in the equalized assessed valuation ("EAV") of the Redevelopment Parcel over and above the Initial EAV of the Redevelopment Parcel at the time of the formation of the North Avenue/Schmale Road TIF District, all as determined and certified by the County Clerk of the County of Du Page, Illinois ("County"), pursuant to and in accordance with the Act, the TIF Ordinances and this Agreement.

K. **"Initial EAV"** means the calendar year 2010 equalized assessed value of the Redevelopment Parcel certified by the County Clerk of Du Page County, and attached hereto as **EXHIBIT E** and made a part hereof.

L. **"Net Incremental Property Taxes"** means that portion of the annual Incremental Property Taxes remaining after any payments to be made to the applicable public school districts or other applicable taxing districts as may be required to be paid under applicable State Law, payments on any debt obligations issued prior to the date of this Agreement, and after deduction the first Ten Thousand Dollars (\$10,000) of Incremental Property Taxes received into the TIF Fund from the Redevelopment Parcel to pay for administrative expenses of the Village (adjusted by (5%) percent per year) every year thereafter.

M. **"Note"** means the Tax Increment Financing Reimbursement Note, attached hereto as **EXHIBIT F.**

N. **"Party"** means the Village and/or Developer and their respective successors and/or assigns as permitted herein, as the context requires.

O. **"Person"** means any individual, corporation, partnership, limited liability corporation, joint venture, association, trust, or government or any agency or political subdivision thereof, or any agency or entity created or existing under the compact clause of the United States Constitution.

P. **"Project"** means and consists of the redevelopment of an approximately 312,000 square foot building located upon the Redevelopment Parcel in order to operate an approximately 70,000 square foot Angelo Caputo's Fresh Farms Market full service retail food and grocery store and an approximately 242,000 square foot regional warehouse, office and distribution facility for Caputo's New Farm Produce, Inc.'s regional retail and wholesale food and grocery business within said building and all necessary improvements to the Property or offsite improvements in connection thereto.

Q. **"Project Completion"** means the date upon which a Certificate of Final Occupancy permit, subject to weather-dependent punch-list items, is issued for the whole Project and the Caputo's New Farm Produce full service retail food and grocery store, the distribution facility, warehouse and offices are all open for business and operational.

R. **"Redevelopment Parcel"** means that portion of the Property legally described in **EXHIBIT C** upon which the Project will be developed.

S. **"Sales Tax Revenue"** means fifty per cent (50%) of the net portion of taxes imposed by the State of Illinois for distribution to the Village pursuant to the Retailers' Occupation Tax Act, 35 ILCS 120/1 *et seq.* and the Service Occupation Tax Act, 35 ILCS 115/1 *et seq.* and which are collected by the State from the Developer from sales by Caputo's New Farm Produce Carol Stream, Inc. on or within the Redevelopment Parcel and distributed to the Village, less the Village's ten percent (10%) contribution to the TIF Fund as provided and required by Section 11-74.4-8 of the Act which shall be

contributed from such taxes. The term Sales Tax Revenue shall not include any other taxes imposed by the Village or received by the Village from the State of Illinois ("State") or otherwise, however, in the event that the Retailers' Occupation Tax Act or the Service Occupation Tax Act are repealed, the term Sales Tax Revenue shall include any tax that the Illinois Legislature enacts in replacement of, in whole or in part, the Retailers' Occupation Tax Act or the Service Occupation Tax Act. If a governmental or legislative body enacts any law or statute which results in any material changes or amendments to the foregoing sales tax provisions, which changes or amendments prohibit the Village from complying with this Agreement or which materially and adversely affect the Village's ability to comply herewith, then the Village and Developer will re-evaluate the incentive to be provided and may elect to amend the incentives and inducements set forth herein.

T. **"TIF Fund"** means the special tax allocation fund of the Village consisting solely of the Incremental Property Taxes from the Redevelopment Parcel.

U. **"TIF Ordinances"** means those Ordinances referenced in subsection I.C. above.

V. **"Uncontrollable Circumstance"** means any event which:

1. is beyond the reasonable control of and without the fault of the Party relying thereon; and

2. is one or more of the following events:

- a. a Change in Law;
- b. insurrection, riot, civil disturbance, sabotage, act of the public enemy, explosion, fire, nuclear incident, war or naval blockade;
- c. epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, extraordinary weather condition or other similar acts of God;
- d. governmental condemnation or taking other than by the Village;
- e. strikes or labor disputes, or work stoppages not initiated by the Developer;
- f. unreasonable delay in the issuance of building or other permits or approvals by the Village or other governmental authorities having jurisdiction other than the Village;

- g. shortage or unavailability of essential materials, which materially change the ability of the Party relying thereon to carry out its obligations under this Agreement;
- h. unknown or unforeseeable geo-technical or environmental conditions;
- i. major environmental disturbances;
- j. vandalism; or
- k. terrorist acts.

Uncontrollable Circumstance shall not include: economic hardship; unavailability of materials (except as described in subsection 2.g. above); or a failure of performance by a contractor (except as caused by events which are Uncontrollable Circumstances as to the contractor).

For each day that the Village or the Developer is delayed by an Uncontrollable Circumstance, the dates set forth in the Agreement shall be extended by one (1) day for each day of the resulting delay.

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

### III. CONSTRUCTION OF TERMS

This Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

- A. Definitions include both singular and plural.
- B. Pronouns include both singular and plural and cover all genders.
- C. The word "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation."
- D. Headings of Sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.
- E. All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement. In the event of a conflict between any exhibit and the terms of this Agreement, the Agreement shall control.

F. Any certificate, letter or opinion required to be given pursuant to this Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like means that such shall be in writing whether or not a writing is specifically mentioned in the context of use.

G. In connection with the foregoing and other actions to be taken under this Agreement, and unless applicable documents require action by Developer in a different manner, Developer hereby designates Robertino Presta, a Manager of the Developer, as its authorized representative who shall individually have the power and authority to make or grant or do all things, supplemental agreements, certificates, requests, demands, approvals, consents, notices and other actions required or described in this Agreement for and on behalf of Developer and with the effect of binding Developer in that connection (such individual being an "Authorized Developer Representative"). Developer shall have the right to change its authorized Developer Representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section XII B.

#### **IV. DEVELOPMENT OF THE REDEVELOPMENT PARCEL**

##### **A. Acquisition of Property.**

Developer hereby represents and warrants that it has acquired the Property which includes the Redevelopment Parcel.

##### **B. Development Approvals.**

Developer has received the following approvals from the Village in connection with the Project:

1. An Amendment to a Special Use Permit for Planned Unit Development;
2. Final Planned Unit Development Plan for the Phase I improvements;
3. A Special Use Permit for Retail Sales Ancillary to a Principal Industrial Use;
4. A Special Use Permit for Outdoor Activities and Operations for the proposed outdoor dining area and outdoor merchandise displays;
5. North Avenue Corridor Review; and
6. Sign Code Variations.

Within three (3) months after the Effective Date of this Agreement, Developer agrees to apply for all remaining necessary permits and approvals, from all governmental agencies having applicable jurisdiction as may be required to actually commence construction of the Project.

The Developer shall develop the Redevelopment Parcel and the Project, subject to and in substantial conformance with the Final Plans, the Final Approvals and this Agreement. The Developer shall obtain approval of the Project, 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, building permit process and the approval of all necessary ordinances required relative to the approval of the Final Plans for the Project, 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 approve the Final Plans for the Project (the "Final Approvals"). Final Approvals shall be a prerequisite for the issuance of all necessary building permits.

**C. Construction Commencement and Completion.**

Subject to Uncontrollable Circumstances, the Developer will commence construction of the Project within thirty (30) days after securing Final Approvals and thereafter will diligently pursue completion of the Project. However, if the Project has not been commenced within twelve (12) months after the receipt of the Final Approvals, all such permits, approvals, variances and waivers for the Redevelopment Parcel and Project shall be immediately revoked and of no further force and effect (subject to the notice and cure provisions in this Agreement). Developer shall have the right to apply for a three (3) month extension of the time in which Developer shall have to commence construction pursuant to this Agreement or any permits issued by the Village if market conditions render commencement of such construction economically infeasible. The Village shall not unreasonably withhold approval of such an extension.

The Developer shall proceed with commercially reasonable diligence to complete the Project within two (2) years after issuance of all Final Approvals, which date may be extended only due to Uncontrollable Circumstance and extensions granted pursuant to this subsection C. Commencement of construction of the Project shall be deemed to occur on the date that mass grading on the Redevelopment Parcel or Property commences or the first building permit is issued after Final Approval, whichever occurs first.

The Developer has the following general responsibilities (which are not all inclusive) for the planning, design, development, construction and installation of the Project (with the technical assistance of such qualified outside consultants as the Developer, in its discretion, may retain): providing qualified field personnel for inspecting and reviewing the progress and construction of the Project.

Upon Developer's satisfaction of the requirements for Project Completion and Developer's written request and submission of the Certificate attached hereto as **EXHIBIT G**, the Village shall, within five (5) business days, certify Project Completion.

**D. Governmental Approvals.**

The Village agrees to employ reasonable and good faith efforts to cooperate with the Developer to expedite processing and consideration of all applications for any and all permits for the Final Approvals, but in no event shall such review period exceed thirty (30) days, after proper receipt of all necessary documents from Developer, as required by applicable Village ordinances and laws of the State of Illinois. However, a failure to review any applications or permits within said thirty (30) day period shall not constitute approval of such application or Permit.

**V. VILLAGE INCENTIVE**

**A. Amount of Village Incentive.**

Subject to the terms, conditions and restrictions of this Agreement and the Act, the Village shall provide to the Developer, or its successors, the amount of Three Million Five Hundred Thousand (\$3,500,000.00) Dollars, with interest as defined in the Note, to be paid solely from the Net Incremental Property Taxes in the TIF Fund and the Sales Tax Revenue (the "Incentive Amount"), which Incentive Amount shall be for the sole purpose of reimbursing the Developer for Eligible Redevelopment Costs which are qualified for payment under this Agreement and applicable law and pursuant to the procedures set forth in Sections B and C below. The Developer acknowledges and understands that the Village is in no way guarantying that there will be sufficient Net Incremental Property Taxes or Sales Tax Revenue to pay the full Incentive Amount. Subject to the terms and conditions of this Agreement, the Village hereby pledges and grants to Developer priority of the Net Incremental Property Taxes and Sales Tax Revenue generated by the Project to fund and pay to Developer the Incentive Amount as provided in this Agreement.

The obligation of the Village to reimburse the Developer for Eligible Redevelopment Costs shall be evidenced by a Note in form attached hereto as **EXHIBIT F**. Such Note shall be at simple interest in the amount of four per cent (4%) per annum on the unpaid balance of the Note for a period of thirteen years from Project Completion. The Village's obligation under the Note shall not constitute a general obligation of the Village and shall be payable only from the revenue sources as set forth in this Section.

It is understood and acknowledged by the Parties that the Incentive Amount shall not take effect nor any interest on the Note begin to accrue, until Project Completion.

In the event Developer petitions for a property index number division for the Property, the Developer shall notify the Village if new property index numbers (PINs) are issued by the County, it being understood that without such information the Village will be unable to calculate and determine the amount of Net Incremental Property Taxes. In the event the Developer does not so notify the Village and the Village is unable to calculate and determine the amount of Net Incremental Property Taxes, the Village's



obligation to pay interest on the Note and to disburse payments on the Incentive Amount shall be suspended until such time as the Village receives the required information.

In addition to the Incentive Amount, upon Project Completion, the Village shall pay to Developer, within 30 days, the sum of One hundred Forty-Seven Thousand (\$147,000.00) Dollars. Such payment shall be reimbursed to the Village from the Tax Increment Allocation Fund.

**B. Payment of Incentive.**

From Project Completion, as certified by the Village, and subject to the receipt of Net Incremental Property Taxes and Sales Tax Revenue by the Village, Uncontrollable Circumstances, and the Developer's compliance with the terms of this Agreement and the Note, the Village shall be obligated to commence payments under the Note until the full amount of the principal and any accrued interest has been paid or until the thirteenth anniversary date following Project Completion, whichever occurs first. In the event that the full amount of the principal and any accrued interest have not been paid by the thirteenth anniversary date after Project Completion, the Village shall make payments, from Net Incremental Property Taxes only, for a period of an additional two (2) years thereafter or until the amount of any outstanding principal and any accrued interest is paid, whichever occurs first. No additional interest shall accrue on the unpaid balance of the Note during said two (2) year period. The Note shall be cancelled automatically on the fifteenth anniversary date of Project Completion, even if the sum of all payments received by Developer on or prior to said date, does not satisfy in full the principal balance of the Note and all amounts of accrued interest then due on the Note. From and after Project Completion, the Village shall calculate and pay interest that may be due on the Note semi-annually on December 31<sup>st</sup> and June 30<sup>th</sup> of each year (the "Disbursement Dates" and individually a "Disbursement Date"). Interest shall be calculated based upon the outstanding principal amount of the Note on the semi-annual Disbursement Dates. Interest on the Note shall be simple and calculated on a per diem basis from Project Completion or the last Disbursement Date. To the extent to which there is Net Incremental Property Taxes and Sales Tax Revenue at the time of each Disbursement Date, the Village shall pay interest on and principal of the Note for the duration of the Note on a Disbursement Date. Annual payments made to the Developer from Net Incremental Property Taxes and Sales Tax Revenue shall be applied in the following order: (i) unpaid interest from any prior period, (ii) current interest, and (iii) principal of the Note. In the event Net Incremental Property Taxes and Sales Tax Revenue is insufficient to pay interest on the Note, the unpaid interest shall have first payment position the next following Disbursement Date, and unpaid interest does not accrue to principal on which interest is calculated. Examples of the application of payments are set forth in EXHIBIT H attached hereto.

It is expressly acknowledged and understood by the Developer that the Village is in no way guarantying that there will be sufficient Net Incremental Property Taxes or Sales

Tax Revenue to pay the full Incentive Amount and that the Village shall not be obligated in any manner to make any attempt to extend the term of the Note, the Redevelopment Project Area or this Agreement.

**C. Suspension of Payments and Interest Accrual.**

1. Notwithstanding anything to the contrary, in the event that the Developer is in default of the terms or conditions of this Agreement, the Village shall have no obligation to make payments under the terms of this Agreement and the Note, interest on the Incentive Amount and the Note shall not accrue, and all rights of the Developer to demand any current or future payment or the accrual of interest shall be deemed waived until such default is corrected, and all other obligations on the part of the Village arising pursuant to this Agreement shall be suspended and without further force and effect until such default is so corrected within the applicable cure period.
2. Subject to Uncontrollable Circumstances, in the event that the Developer fails to achieve Project Completion within two (2) years of the Final Approvals, or on such other later date as may be agreed upon by and between the Village and the Developer, then the Developer shall be in default hereunder and all obligations on the part of the Village to make any payments to the Developer pursuant to this Section V shall terminate and neither the Village nor the Developer shall have any further obligations with regard to the Project.

**VI. SPECIAL COVENANTS AND OBLIGATIONS OF THE DEVELOPER**

**A. Developer Existence.**

Developer shall preserve and keep in force and affect its legal existence and legal standing as an Illinois corporation and Illinois limited liability corporation, for the full term of this Agreement and shall obtain and keep in force and affect all governmental permits and certifications necessary to conduct its business upon the Redevelopment Parcel.

**B. Developer's Development Obligations.**

1. Subject to Uncontrollable Circumstances, the Developer shall cause the construction of the Project to be prosecuted and completed pursuant to the terms hereof with commercially reasonable due diligence, in good faith and without delay.
2. The Developer shall complete the Project in a good and workmanlike manner in accordance with all applicable federal, state and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning, building, electric, plumbing and fire codes, environmental laws regulations and orders and any other applicable codes and

ordinances of the Village which are in effect from time to time and the issuance of each building permit.

3. The Developer shall grant, dedicate or convey all rights-of-way and easements on the Property in order to provide all required subdivision improvements or public improvements as shown on the Final Plans.

4. The Developer shall convey title to all public improvements (as delineated in the Village codes and ordinances, by appropriate instruments of conveyance.

5. Developer shall meet with the Corporate Authorities or Village staff as reasonably requested by the Mayor in order to keep the Village apprised of the progress of the construction of the Project.

**C. Real Estate Taxes.**

The Developer shall pay, when due, any and all real estate taxes and special assessments on the Redevelopment Parcel.

**D. Sales Taxes.**

1. The Developer shall collect and promptly pay or cause to be paid as the same become due, any and all Sales Taxes that shall be due from sales from the Project.

2. The Developer shall obtain, execute and provide to the Village, for the purpose of determining Sales Tax Revenue only and for no other purpose, an Illinois Department of Revenue Form PTAX-1002-21, Authorization to Release Sales Tax Information to Local Governments and a power of attorney letter authorizing the Illinois Department of Revenue to release any and all gross revenue and sales tax information on a monthly basis with respect to the Developer's operations on or within the Redevelopment Parcel while this Agreement is in effect. In addition to said form, the Developer shall prepare and submit such other or additional form(s) as may be required from time to time by the Illinois Department of Revenue in order to release such information to the Village.

**E. Operation of Business.**

The Developer, its successor and/or assigns shall, for the full term of this Agreement, maintain and operate an Angelo Caputo's Fresh Farms Market full service retail grocery facility of at least 70,000 square feet and an approximately 242,000 square foot warehouse, office and distribution facility for Caputo's regional wholesale and retail food and grocery businesses upon the Redevelopment Parcel.

**F. Further Assistance and Corrective Instruments.**

The Developer and the Village each agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be reasonably required for carrying out the intention of or facilitating the performance of this Agreement to the extent legally permitted and within the Village's and the Developer's sound legal discretion.

**G. Disclosure.**

Concurrently with execution of this Agreement, Developer shall disclose to the Village the names, addresses and ownership interests of all Persons that have an ownership interest in the Developer, together with such supporting documentation that may be reasonably requested by the Village. Developer further agrees to notify the Village throughout the term of this Agreement of the names, addresses and ownership interests of any new owners of the Developer, within seven (7) days of any such change.

**H. Certifications.**

The Developer further certifies that:

1. It is not barred from contracting with any unit of state or local government as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 3E-4).
2. It shall comply with the Illinois Drug Free Work Place Act to the extent such Act is applicable to the Developer or the Project.
3. It shall comply with the Equal Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights, to the extent such Act and Regulations are applicable to the Developer or the Project.
4. It shall comply with the Americans with Disabilities Act and Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 *et seq.*) to the extent such Acts are applicable to the Developer or the Project.
5. Any construction contracts entered into by the Developer relating to the construction of the Project shall require all contractors and subcontractors to comply with the Illinois Human Rights Act, to the extent such Act is applicable to the Developer or the Project.

6. With respect to the Project, the Developer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue nor is delinquent in the payment of any money owed to the Village.
7. The Developer shall comply with the Illinois Prevailing Wage Act to the extent such Act is applicable to the Developer or the Project.
8. Any lawsuit or complaint of a violation of law relative to this Agreement or the Project shall be immediately forwarded to the Village Manager.
9. Neither Developer nor any officer, stockholder, employee or agent of Developer, or any other person associated with Developer, has made, offered, given, either directly or indirectly, to any member of the corporate authorities of the Village, or any officer, employee, or agent of the Village, any money or anything of value as a gift or bribe or other means of influencing his or her action in his or her capacity with the Village.

## **VII. DEVELOPER'S REPRESENTATIONS AND WARRANTIES**

The Developer represents and warrants that:

- A. The Project requires economic assistance from the Village in order to complete the Project and that but for the economic assistance as provided in this Agreement, the Project as contemplated would not be economically viable nor would the funds necessary for its completion be made available.
- B. It is a duly organized and validly existing corporation and limited liability corporation under the laws of the State of Illinois. The Developer has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement and this Agreement has been duly executed and delivered by authorized members of the Developer and is legally binding upon and enforceable against the Developer in accordance with its terms.
- C. The Developer is not a party to any contract or agreement or subject to any charter, operating agreement, article of organization or other limited liability company restriction which materially and adversely affects its business, property or assets, or financial condition. Neither the execution and delivery of this Agreement nor compliance with the terms of this Agreement will conflict with, or result in any breach of the terms, conditions or restrictions of, or constitute a default under, or result in any violation of, or result in the creation of any liens upon the properties or assets of the Developer pursuant to, the operating agreement or articles of incorporation of the Developer, any award of any arbitrator or any agreement (including any agreement with members), instrument, order, judgment, decree, statute, law, rule or regulation to which the Developer is subject.

D. There is no action, suit, investigation or proceeding pending, or to the knowledge of the Developer, threatened against or affecting the Developer, at law or in equity, or before any court, arbitrator, or administrative or governmental body, nor has the Developer received notice in respect of, nor does it have any knowledge of, any default with respect to any judgment, order, writ, injunction, or decree of any court, governmental authority or arbitration board or tribunal, which in either case might reasonably be expected to result in any material adverse change in the business, condition (financial or otherwise) or operations of the Developer or the ability of the Developer to perform its obligations under this Agreement.

E. The execution, delivery and performance of this Agreement have been duly authorized by all requisite corporate action.

F. The Developer has, or is able to obtain, sufficient funds to implement and complete the Developer's obligations contained in this Agreement.

G. Prior to Project Completion, the Developer shall not default or permit a continuing default under any document or agreement relating to the financing of the Project and any documentation executed and delivered in connection with any financing or loans for the Project.

H. The Developer has furnished to the Village an estimated Project Budget showing total Project Costs for the Project in an amount of Thirty million, three hundred forty-one thousand, four hundred and fifty-six dollars (\$30,341,456.00). The Developer certifies that, as of the date hereof, the Project Budget is true, correct and complete to the best of the Developer's knowledge, in all material respects. The Project Budget is set forth on **EXHIBIT D** attached hereto. The Developer shall not make any Material Changes (as defined hereinafter) with respect to the Project Budget without the written approval of the Village. Material Changes shall be defined as any changes to the Project Budget that, in the aggregate, result in a reduction in the total Project Budget by five percent (5%) or more.

### **VIII. VILLAGE REPRESENTATIONS AND WARRANTIES**

The Village represents and warrants that:

A. The Village is a municipal corporation under the laws of the State of Illinois with power and authority under its home rule powers and the Act to enter into this Agreement and to consummate the transactions contemplated by this Agreement.

B. To the best of its knowledge and belief, the execution of this Agreement and the consummation of the transactions contemplated by this Agreement will not result in any breach of, or constitute a default under, any agreement, contract, lease, mortgage, indenture, deed of trust or other instrument to which the Village is a party, nor violate any federal, state or local ordinance or statute.

C. There is no action, suit or proceeding pending, or to the knowledge of the Village threatened, against or affecting the Village, at law or in equity, or before any governmental authority which, if adversely determined, would impair the Village's ability to perform its obligations under this Agreement.

D. All actions of the Mayor and Board of Trustees of the Village required to be taken to authorize execution of this Agreement have been validly and duly taken in accordance with law and the officers of the Village signing this Agreement have been duly authorized to execute this Agreement on behalf of the Village.

E. Until such time as the principal and interest payments due under the Note have been made or the termination of its obligations under this Agreement, whichever occurs first, and so long as the Developer is not in default of the terms of this Agreement, the Village (1) will not pledge or apply any portion of the Sales Tax Revenue or the Net Incremental Real Estate Taxes to any other purpose or payment of any other obligation of the Village other than as required by this Agreement or as set forth herein; (2) will not take any action or omit to take any action that will affect the continued existence of the Net Incremental Real Estate Taxes or the Sales Tax Revenue and (3) will take all reasonable actions in order to receive all Net Incremental Real Estate Taxes and Sales Tax Revenue.

F. The Village represents that there are currently no special assessments in place or contemplated relative to the Property.

## **IX. INSURANCE**

A. The Developer, and any successor in interest to the Developer shall, at all times prior to Project Completion and for at least two (2) years after Project Completion, obtain and continuously maintain insurance on the Redevelopment Parcel and the Project and, shall, on an annual basis during such period, furnish proof to the Village that the premiums for such insurance have been paid and the insurance is in effect. The insurance coverage described below is the minimum insurance coverage that the Developer must obtain and continuously maintain:

1. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's/Contractor's Policy, in an ISO approved policy form, naming the Village and its officers, agents and employees as additional insureds, with limits against bodily injury and property damage of not less than \$5,000,000.00 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used), written on an occurrence basis.
2. Workers compensation insurance, with statutory coverage.

3. Property and Casualty Insurance in an amount equal to the insurable value of the Project at the date of completion.
4. Builders Risk Insurance, written on the "Builder's Risk – Completed Value Basis" in an amount equal to one hundred percent (100%) of the insurable value of the Project at the date of completion and with coverage available in non-reporting form on the "all risk" form of policy.

B. All insurance required in this Section IX. shall be obtained and continuously maintained through responsible insurance companies selected by the Developer or its successors that are authorized under the laws of the State to assume the risks covered by such policies and that are acceptable to the Village. Unless otherwise provided in this Section IX., each policy must contain a provision that the insurer will not cancel nor modify the policy without giving written notice to the insured and the Village at least thirty (30) days before the cancellation or modification becomes effective. Such policy shall contain no provision limiting the carrier's liability for failure to give the insured parties at least thirty (30) days written notice of the cancellation of the policy. Not less than fifteen (15) days prior to the expiration of any policy, the Developer, or its successors or assigns, must renew the existing policy or replace the policy with another policy conforming to the provisions of this Section IX. In lieu of separate policies, the Developer or its successors or assigns, may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein.

#### **X. INDEMNIFICATION AND DEFENSE OF TIF**

A. Developer, its successors and assigns shall defend, indemnify and hold harmless the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees, from and against any and all civil liabilities, actions, responsibilities, obligations, losses, damages and claims, and all costs and expenses, including but not limited to attorney's fees and expenses (collectively, "Losses") pursuant to any federal, state and local laws, (including the common law), statutes, ordinances, rules, regulations and other requirements relating to or which the Village and/or its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees may incur from or on account of Developer's use of the Property, any tests or surveys conducted by the Developer, and the construction of the Project, including but not limited to any Losses incurred which are based on tort law, wrongful death and/or a personal injury claim, suit or action and/or any Losses relating to environmental investigation, cleanup, or abatement, whether asserted or unasserted, direct or indirect, existing or inchoate, known or unknown, having arisen or to arise in the future, and in any manner whatsoever incurred by reason of Developer's or worker's activities at the Property except to the extent that such loss is solely attributable to the negligence of the indemnified parties. It is expressly understood, agreed upon and the specific intent of this Agreement that the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees will at no time assume responsibility or liability for the actions of Developer or any of the workers or other persons on the Property. As



between the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees and Developer, Developer shall at all times be held solely responsible to all persons on the Property present there because of the Project and construction and development thereon. Developer and its successors and assigns hereby agree to release, waive, covenant not to sue and forever discharge the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees, for any claim, suit or action, whether or not well founded in fact or in law, which Developer and the workers have, or may have, arising out of the Project.

B. In the event that any court or governmental agency having jurisdiction over enforcement of the Act and the subject matter contemplated by this Agreement shall determine that this Agreement, or payments to be made hereunder, are contrary to law, or in the event that the legitimacy of the TIF Ordinances are otherwise challenged before a court or governmental agency having jurisdiction thereof and such challenge would affect the payments to be made under this Agreement, the Village shall at its sole cost defend the integrity of the TIF Ordinances and this Agreement unless such challenge is as a direct result of the acts or omissions of the Developer. The Developer shall fully cooperate with the Village in connection with the foregoing.

In the event of an adverse lower court or agency ruling, payments shall be suspended during the pendency of any appeal thereof, but such payments shall be reinstated retroactively if such adverse ruling is reversed by the reviewing court or agency. The Village shall not seek to set aside, or otherwise challenge, its obligations under this Agreement during the pendency of any appeal. In the event of the entry of a order (and upon the exhaustion of any right to appeal) which declares that this Agreement or the payments to be made hereunder, or the enactment of the TIF Ordinances are contrary to law, the obligations under this Agreement and the Note shall terminate. Should such order require the Village to reimburse applicable taxing districts any amounts previously paid to Developer, the Developer shall repay such amounts to the Village.

## **XI. REMEDIES FOR BREACH OF AGREEMENT**

### **A. Developer Events of Default.**

Subject to failure to cure such default within the time and manner provided herein, the following shall be Events of Default with respect to this Agreement:

1. If any material representation made by Developer in this Agreement, or in any certificate, notice, demand or request made by a party hereto, in writing and delivered to the Village pursuant to or in connection with any of said documents, shall be untrue or incorrect in any material respect as of the date made.

2. Failure to comply with any material term, provision or condition of this Agreement.
3. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer 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 Developer 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.
4. The commencement by Developer 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 Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, (or similar official) of Developer or of any substantial part of the Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others and not dismissed within thirty (30) consecutive days.
5. Developer fails to commence work on the Project as required herein or abandons the Project on the Redevelopment Parcel. Abandonment shall be deemed to have occurred when work stops on the Redevelopment Parcel for more than seventy-five (75) consecutive days for any reason other than (i) Uncontrollable Circumstances; or (ii) action taken by the Village.
6. Subject to Uncontrollable Circumstances, Developer fails, for a continuous period of not less than thirty (30) days, to operate a Caputo's Fresh Farms Market full service retail grocery facility of at least 70,000 square feet and warehouse, office and regional distribution facilities for Caputo's regional wholesale and retail food and grocery businesses of at least 242,000 square feet upon the Redevelopment Parcel during the term of this Agreement.
7. It is determined by a court of competent jurisdiction, that the Developer has violated any federal laws, state laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees.

**B. Village Events of Default.**

The following shall be Events of Default with respect to this Agreement:

1. If any representation made by the Village in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to Developer pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made.
2. Default by the Village in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure or financial condition of the Village.
3. Default by the Village in the performance or breach of any material covenant, warranty or obligation contained in this Agreement; including but not limited to failure by the Village to make any reimbursement or payment required pursuant to Section V. of this Agreement.

**C. Right to Cure.**

In the event of any default under or violation of this Agreement, the Party not in default or violation shall serve written notice upon the Party in default or violation, which notice shall be in writing and shall specify the particular violation or default. Except as otherwise expressly provided herein, the Parties reserve the right to cure any violation of this Agreement or default hereunder within thirty (30) days following written notice of such default. If such default is so cured within said thirty (30) day period, all terms and conditions of this Agreement shall remain in full force and effect. If the Party cannot cure a default or violation hereof within said thirty (30) day period, then the other Party shall grant a reasonable extension of the cure period, said extension not to exceed thirty (30) days, provided that the Party in default or violation is diligently pursuing completion and/or cure and tenders proof of such diligence to the non-defaulting Party. The non-defaulting Party may, at its sole discretion, grant additional extensions beyond the aforementioned thirty (30) day extension period as may, in the sole discretion of the non-defaulting Party, be reasonably necessary to cure said default.

**D. Remedies for Default.**

In the case of an Event of Default hereunder:

1. The defaulting Party shall, upon written notice (in accordance with the notice and cure provisions of this Agreement) from the non-defaulting party, take immediate action to cure or remedy such Event of Default. If

any Event of Default is not cured as provided for herein, unless extended by mutual agreement, then:

a. Upon the occurrence of a default by the Developer as hereinabove set forth, the Village, in its sole and absolute discretion, subject to the notice and cure provisions set forth herein, shall be permitted to: (a) terminate this Agreement and in such case, the obligations on the part of the Village shall be immediately canceled, become null and void, and be without any force or effect; or (b) institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, an action to restrain any such default or breach of obligations, an action to compel specific performance, or any action at law or in equity. Except as otherwise set forth in this Agreement, the rights and remedies set forth herein, whether provided by law or this Agreement, shall be cumulative and the exercise by Village of any one or more such remedies shall not preclude the exercise by it at the same time or different times of any other remedies for the same default or breach by the Developer.

b. Upon the occurrence of a default by the Village as hereinabove set forth, the Developer, in its sole and absolute discretion, subject to the notice and cure provisions set forth herein, unless otherwise provided herein, shall be permitted to: (a) terminate this Agreement and in such case, the obligations on the part of the Developer shall be immediately cancelled, become null and void, and be without any force or effect; or (b) institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, an action to restrain any such default or breach of obligations, an action to compel specific performance, or any action at law or in equity. Except as otherwise set forth in this Agreement, the rights and remedies set forth herein, whether provided by law or this Agreement, shall be cumulative and the exercise by Developer of any one or more such remedies shall not preclude the exercise by it at the same time or different times of any other remedies for the same default or breach by the Village.

2. In case the Developer and/or the Village shall have proceeded to enforce their rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason, then, and in every such case, Developer and the Village shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of Developer and the Village shall continue as though no such proceedings had been taken.

**E. No Waiver by Delay or Otherwise.**

Any delay by either Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that neither Party should be deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made with respect to any specific Event of Default be considered or treated as a waiver of the rights by the waiving Party of any future Event of Default hereunder, except to the extent specifically waived in writing. No waiver made with respect to the performance, or the manner or time thereof, of any obligation or any condition under the Agreement shall be considered a waiver of any rights except if expressly waived in writing.

**F. Waiver.**

Any Party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

**G. Rights and Remedies Cumulative.**

The rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise by such Party, at that time or different times, of any other such remedies for the same Event of Default.

**XII. MISCELLANEOUS PROVISIONS**

**A. Cancellation.**

In the event the Developer or the Village shall be prohibited, in any material respect, from performing covenants and agreements or enjoying the rights and privileges herein contained, or contained in the TIF Plan, including Developer's duty to build the Project, by a Change in Law, the order of any court of competent jurisdiction, or in the event that all or any part of the Act or any ordinance adopted by the Village in connection with the Project, shall be declared invalid or unconstitutional, in whole or in part, by a final decision of a court of competent jurisdiction and such declaration shall materially affect the Project or the covenants and agreements or rights and privileges of Developer or the Village, then and in any such event, the Party so materially affected may, at its election, cancel or terminate this Agreement in whole (or in part with respect to that portion of the Project materially affected) by giving written notice thereof to the other within sixty (60) days after such final decision or amendment. If the Village terminates this Agreement pursuant to this subsection A, its duties, obligations and liability under

the Note shall also terminate, except for accrued but unpaid Net Incremental Property Taxes and Sales Tax Revenue, but only to the extent that the payment of accrued but unpaid Net Incremental Property Taxes and Sales Tax Revenue is lawful. Further, the cancellation or termination of this Agreement shall have no effect on the authorizations granted to Developer for buildings permitted and under construction to the extent permitted by said Court order; and the cancellation or termination of this Agreement shall have no effect on perpetual easements contained in any recorded, properly executed document.

**B. Notices.**

All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (1) personal service, (2) overnight courier, or (3) registered or certified mail, postage prepaid, return receipt requested.

If to Village: Village Manager  
Village of Carol Stream  
500 North Gary Avenue  
Carol Stream, Illinois 60188

With a copy to: Klein, Thorpe and Jenkins, Ltd.  
20 North Wacker Drive, Suite 1660  
Chicago, Illinois 60606-2903  
Attention: James A. Rhodes

If to Developer: 520 East North Avenue, LLC  
520 East North Avenue  
Carol Stream, Illinois 60188

and

Angelo Caputo's Fresh Markets, Inc.  
520 East North Avenue  
Carol Stream, Illinois 60188

With a copy to: Nicholas Peppers  
Storino, Ramello & Durkin  
9501 W. Devon Avenue, 8<sup>th</sup> Fl.  
Rosemont, Illinois 60018

The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent.

**C. Time is of the Essence.**

Time is of the essence of this Agreement.

**D. Counterparts.**

This Agreement may be executed in two (2) counterparts, each of which shall be an original and each of which shall constitute but one and the same Agreement.

**E. Recordation of Agreement.**

The Parties agree to record a memorandum of this Agreement, executed by the then current owners of the Redevelopment Parcel in the appropriate land or governmental records. Developer shall pay the recording charges. The memorandum shall include language indicating that it is self-releasing upon the expiration of the term of this Agreement provided that there are no outstanding defaults of which either party has provided notice to the other party, at such time.

**F. Severability.**

If any provision of this Agreement, or any Section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

**G. Choice of Law / Venue.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and any court proceedings between the parties hereto shall be brought in Du Page County, Illinois.

**H. Entire Contract and Amendments.**

This Agreement (together with the exhibits attached hereto) is the entire contract between the Village and Developer relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Village and Developer, and may not be modified or amended except by a written instrument executed by the Parties hereto.

**I. Third Parties.**

Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other person other than the Village and Developer, nor is anything in this Agreement intended to relieve or

discharge the obligation or liability of any third persons to either the Village or Developer, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village or Developer. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

**J. Cooperation and Further Assurances.**

The Village and Developer each covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better clarifying, assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the Village or Developer or other appropriate persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.

**K. No Joint Venture, Agency or Partnership Created.**

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.

**L. Repealer.**

To the extent that any ordinance, resolution, rule, order or provision of the Village's code of ordinances, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling, to the extent lawful.

**M. Term.**

The term of this Agreement shall commence on the Effective Date above written and terminate upon the earlier of (i) full repayment of the Note or (ii) on the fifteenth year anniversary of Project Completion, unless terminated earlier by one of the Parties in accordance with the terms of the Agreement, after which the Agreement shall thereafter immediately terminate and without further action of the Parties be of no further force or effect.

**N. Estoppel Certificates.**

Each of the Parties hereto agrees to provide the other, upon not less than ten (10) business days prior request, a certificate ("Estoppel Certificate") certifying that this Agreement is in full force and effect (unless such is not the case, in which such Parties shall specify the basis for such claim), that the requesting Party is not in default of any term, provision or condition of this Agreement beyond any applicable notice and cure provision (or specifying each such claimed default) and certifying such other matters



reasonably requested by the requesting Party. If either Party fails to comply with this provision within the time limit specified, it shall be deemed to have appointed the other as its attorney-in-fact for execution of same on its behalf as to that specific request only.

**O. Assignment.**

Except as provided in this Section O, this Agreement and the rights and obligations hereunder are not assignable by the Developer and any such assignment shall constitute a default of this Agreement. The Developer may however, solely for the purpose of obtaining financing for the Project, provide a collateral assignment of this Agreement or the Note initially to Royal Bank of Scotland, or any successor or subsequent lender (the "Lender") as collateral security for a Project loan.

However, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if the Lender accepts an assignment of Developer's interest under this Agreement, it automatically accepts not only the Developer's rights hereunder but also all of Developer's obligations hereunder. However, if the Lender does not expressly accept an assignment of Developer's interest hereunder, the Lender shall be entitled to no rights and benefits under this Agreement. The foregoing (Lender's lack of expressly accepting an assignment) shall apply whether the succession is by foreclosure or deed in lieu of foreclosure or any other remedy.

With respect to a mortgage to which the Village has not consented in writing, if that mortgagee or any other party shall succeed to Developer's interest in the Redevelopment Parcel or any portion of it and in conjunction with such succession accepts an assignment of Developer's interest in the Redevelopment Parcel, the Village shall not be obligated to recognize such party as the successor in interest to Developer under this Agreement. Unless and until the Village accepts, in writing, such Party as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement. The foregoing shall apply whether the succession is by foreclosure or deed in lieu of foreclosure or any other remedy.

Neither Developer's making of a collateral assignment of its interest under this Agreement to the Lender, nor the exercise by the Lender of any of its remedies, shall constitute an acceptance by the Lender or any other party of such assignment. Such Lender or other party shall not be deemed to have accepted such assignment until such time as such Lender or other party has executed and delivered to the Village a written acceptance of such assignment. In the absence of such acceptance, the Lender shall have no rights or benefits under this Agreement.

If a default by Developer under this Agreement occurs and Developer does not cure it within the cure period that applies to Developer under this Agreement, then the Village shall promptly give the Lender, a notice of expiration of such cure period (the "Cure Period Expiration Notice"). The Lender shall have the right, but not the duty, to perform any obligation of Developer under this Agreement and to cure any default. The Lender

shall have thirty days after receipt of the Cure Period Expiration Notice to cure such default. However, with respect to any default by Developer, the cure of which requires the Lender to possess and control the Redevelopment Parcel, if the Lender undertakes, by written notice to the Village within thirty days after receipt of the Cure Period Expiration Notice, to exercise reasonable efforts to cure such default, the Lender's cure period shall continue for such additional time as may reasonably be required to obtain possession and control of the Redevelopment Parcel and thereafter cure the default within one hundred and twenty days. The Lender may abandon exercise of its cure rights without liability to the Village or any other party provided it gives the Village express written notice that it is so abandoning exercise of its cure rights. The Village shall accept cure by the Lender in fulfillment of Developer's obligations, for the account of Developer and with the same force and effect as if performed by Developer.

It is understood and acknowledged that, irrespective of any Lender remedies, the Redevelopment Parcel may not be developed, redeveloped, completed or maintained except in accordance with this Agreement. This restriction shall attach to and run with the land whether or not a Lender or any other entity holding an interest in the Redevelopment Parcel accepts the assignment of this Agreement. Notwithstanding anything in this Agreement or any other document to the contrary and irrespective of the underlying zoning of the Redevelopment Parcel, it is the intent of the Parties that any successor in interest to Developer shall have only the development rights accorded by this Agreement and any approvals or permits issued pursuant to it. Further, each and every covenant, dependent or independent, and each and every obligation of this Agreement shall encumber such development.

Moreover, if the Lender, mortgagee or other party thereafter seeks to sell, transfer, assign, or otherwise dispose of the Redevelopment Parcel and/or the Project, any such sale, transfer, assignment or disposition shall be governed by the provisions of this Section.

**P. No Individual or Personal Liability.**

Notwithstanding any other statement in this Agreement, the Parties agree that the representations made by the Village in this Agreement and incentives offered in this Article are made on behalf of the Village only, and that the Mayor and Board of Trustees and any Village employee or agent who have made any such representations personally, are not parties to this Agreement, and shall incur no personal liability in conjunction with this Agreement.

**Q. Disclosure.**

In accordance with Illinois law, 50 ILCS 105/3.1, simultaneously with the execution of this Agreement by the parties, the Developer or an authorized managing member thereof 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 the Project, and every

shareholder entitled to receive more than 7½% of the total distributable income of any corporation after having obtained such an interest in the Project or, alternatively, if a corporation's stock is publicly traded, a sworn affidavit by an officer of the Developer or its managing agent that there is no readily known individual who shall obtain a greater than 7½% percent interest, real or personal, in the Developer or the Project. The sworn affidavit shall be substantially similar to the one described in EXHIBIT I attached hereto and made a part of this Agreement. Said affidavit shall be updated, as necessary.

**R. Exhibits.**

The following exhibits are attached hereto and made a part hereof or incorporated herein by reference and made a part hereof:

- Exhibit A: Legal Description Redevelopment Project Area**
- Exhibit B: Legal Description of Property**
- Exhibit C: Legal Description of Redevelopment Parcel**
- Exhibit D: Project Costs**
- Exhibit E: Initial EAV**
- Exhibit F: Note**
- Exhibit G: Developer Certification**
- Exhibit H: Payment Application Example**
- Exhibit I: Disclosure Affidavit**

**S. Drafter Bias.**

The Parties acknowledge and agree that the terms of this Agreement are the result of on-going and extensive negotiations between the Parties, both of which are represented by independent counsel and that this Agreement is a compilation of said negotiations. As a result, in the event that a court is asked to interpret any portion of this contract, neither of the Parties shall be deemed the drafter hereof and neither shall be given benefit of such presumption that may be set out by law.

**T. Effective Date.**

The Effective Date for this Agreement shall be the day on which this Agreement is approved by the Village, with said date being inserted on page 1 hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

VILLAGE OF CAROL STREAM  
an Illinois home rule municipal corporation

ATTEST:

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

By: \_\_\_\_\_  
Village Clerk

DEVELOPER:  
520 E NORTH AVE LLC

ATTEST:

By: [Signature]  
ROBERTINO PRESTA  
Print Name

By: \_\_\_\_\_  
\_\_\_\_\_  
Print Name

Its: MANAGER  
CAPUTO'S NEW FARM PRODUCE - CAROL STREAM, INC

Its: \_\_\_\_\_

By: [Signature]  
ROBERTINO PRESTA  
Print Name

Its: VICE PRESIDENT

**ACKNOWLEDGMENT**

State of Illinois            )  
  ) SS  
County of Du Page         )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Frank Saverino, Sr. and Beth Melody, personally known to me to be the Mayor and Village Clerk of the Village of Carol Stream, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Village Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

3 GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_,  
2012.

\_\_\_\_\_  
Notary Public

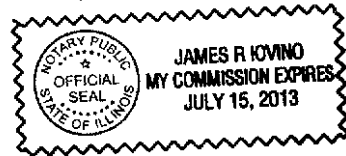
ACKNOWLEDGMENT

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 R. Presta and R. Presta personally known to me to be the Manager and Vice Pres of Caputo's New Farm Produce Carol Stream, Inc. and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument and caused the corporate seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

<sup>3</sup> GIVEN under my hand and official seal, this 8TH day of JULY, 201~~2~~.

James R Iovino  
Notary Public

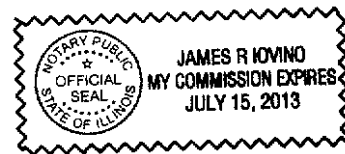


State of Illinois )  
 ) SS  
County of DuPage )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that R Presta, personally known to me to be the Manager of 520 East North Avenue, LLC, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Manager, they signed and delivered the said instrument and caused the corporate seal of said Company to be affixed thereto, pursuant to authority given by the Members of said Company, as their free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

<sup>3</sup> GIVEN under my hand and official seal, this 8TH day of JULY, 201~~2~~.

James R Iovino  
Notary Public



## EXHIBIT A

### **Carol Stream North Avenue and Schmale Road TIF District Legal Description**

LOTS 1 AND 2 IN DUDA'S FIRST RESUBDIVISION, BEING A RESUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

LOTS 1 AND 2 (EXCEPT THAT PART OF SAID LOTS 1 AND 2 THAT IS LOCATED IN THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS) IN SMURFIT STONE SUBDIVISION OF PART OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

LOT 4 IN CONTAINER CORPORATION OF AMERICA PLAT OF LOT 4, BEING A PART OF THE NORTHWEST ¼ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 29, 1985 AS DOCUMENT R 85-72067, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT A POINT ON THE SOUTH LINE OF CONTAINER CORPORATION OF AMERICA PLAT OF LOT 3 WHICH IS ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE AID ROUTE 36 (SCHMALE ROAD) (SAID PLAT HAVING BEEN RECORDED ON NOVEMBER 10, 1969 AS DOCUMENT R69-48794, IN DUPAGE COUNTY, ILLINOIS) AND RUNNING THENCE SOUTH 3 DEGREES 09 MINUTES 36 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 154.85 FEET TO THE NORTHERLY LINE OF THE RIGHT-OF-WAY OF THE COMMONWEALTH EDISON COMPANY; THENCE SOUTH 87 DEGREES 26 MINUTES 52 SECONDS WEST ALONG SAID NORTHERLY LINE, 737.07 FEET TO THE NORTHWEST CORNER OF SAID RIGHT-OF-WAY; THENCE SOUTH 3 DEGREES 31 MINUTES 04 SECONDS EAST, 117.02 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTH 87 DEGREES 26 MINUTES 52 SECONDS WEST ALONG SAID NORTHERLY LINE, 35.94 FEET TO THE EAST LINE OF MARIE I. HUSKA'S PLAT OF SURVEY; THENCE NORTH 5 DEGREES 32 MINUTES 19 SECONDS WEST ALONG SAID EAST LINE, 274.93 FEET TO THE NORTHEAST CORNER THEREOF (BEING ON THE SAID SOUTH LINE OF CONTAINER CORPORATION OF AMERICA PLAT OF LOT 3); THENCE NORTH 87 DEGREES 38 MINUTES 45 SECONDS EAST ALONG SAID SOUTH LINE, 158.04 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 302.94 FEET, A LONG CHORD BEARING OF NORTH 69 DEGREES 37 MINUTES 32 SECONDS EAST, AND A LONG CHORD LENGTH OF 119.77 FEET, FOR AN ARC DISTANCE OF 120.56 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 00 SECONDS EAST, 511.99 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE OF STATE AID ROUTE 36 (SCHMALE ROAD); THENCE SOUTH 03 DEGREES 09 MINUTES 36 SECONDS EAST ALONG SAID WESTERLY LINE, 16.17 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS. SITUATED IN THE COUNTY OF DUPAGE, IN THE STATE OF ILLINOIS.

ALONG WITH THAT PORTION OF SCHMALE ROAD LOCATED ADJACENT THERETO;

PINs: 05-04-100-006 and -007; 05-04-101-009, -015 and -016;

Common Addresses: 400, 450, and 500 to 550 East North Avenue;  
and 200 S. Schmale Road, Carol Stream, Illinois.

**EXHIBIT B**  
**LEGAL DESCRIPTION OF THE PROPERTY**

Parcel 1:

Lot 1 in Duda's First Resubdivision, being a resubdivision of part of the southwest quarter of Section 33, Township 40 North, Range 10, East of the Third Principal Meridian, and part of the northwest ¼ of Section 4, Township 39 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded July 6, 2006, as Document R2006-128930, in DuPage County, Illinois.

Permanent Index Number: 05-04-101-015

Parcel 1A:

Lot 2 in Duda's First Resubdivision, being a resubdivision of part of the southwest ¼ of Section 33, Township 40 North, Range 10, East of the Third Principal Meridian, and part of the northwest ¼ of Section 4, Township 39 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded July 6, 2006, as Document R2006-128930, in DuPage County, Illinois.

Permanent Index Number: 05-04-101-016



**EXHIBIT C**  
**LEGAL DESCRIPTION OF THE REDEVELOPMENT PARCEL**

Lot 2 in Duda's First Resubdivision, being a resubdivision of part of the southwest  $\frac{1}{4}$  of Section 33, Township 40 North, Range 10, East of the Third Principal Meridian, and part of the northwest  $\frac{1}{4}$  of Section 4, Township 39 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded July 6, 2006, as Document R2006-128930, in DuPage County, Illinois.

Permanent Index Number: 05-04-101-016

**EXHIBIT D**

**PROJECT COSTS**

Phase 1: Caputo's Retail, Warehouse & Distribution

**Carol Stream Marketplace**

**Carol Stream, Illinois**

**USES OF FUNDS**

**Land**

Lot 1 (Land for Outlots, Phase 2)  
 Lot 2 (Land and Existing Structure, Phase 1)  
 Closing Costs  
 Interest Carry (see Interest Expense below) \*

**Phase 1 Development Cost [1]**

	\$0
	\$9,505,000
	\$448,998
	\$0
<b>TOTAL</b>	<b>\$9,953,998</b>
<b>Site Preparation Costs</b>	
<b>Off-Site/ Public R.O.W. (Public Benefit)</b>	
North Ave R.O.W. (traffic light, ingress/egress)	\$90,000
Schmale R.O.W. (sidewalk, ingress/egress)	\$225,000
Landscaping (incl. removal of curb cuts)	\$165,000
Village Monument Signage	\$0
Contingencies	\$18,085
<b>Sub-Total Off-Site Costs</b>	<b>\$498,085</b>
<b>On-Site: Caputo's</b>	
Site Work	\$524,277
Asphalt: Circulation, Parking and Striping	\$392,683
Streetscape: Lighting, benches, trash - abv std	\$554,608
Landscaping	\$115,935
Brick Paving	\$125,000
Contingencies	\$79,575
<b>Sub-Total On-Site: Caputo's</b>	<b>\$1,791,879</b>
<b>On-Site: Outlots</b>	
Site Work	\$0
Asphalt: Circulation, Parking and Striping	\$0
Streetscape: Lighting, benches, trash - abv std	\$0
Landscaping	\$0
Contingencies	\$0
<b>Sub-Total On-Site: Outlots</b>	<b>\$0</b>
<b>Utilities (Outlots)</b>	
Site Utilities	\$0
Water & Sewer Taps	\$0
Contingencies	\$0
<b>Sub-Total Utilities (Outlots)</b>	<b>\$0</b>
<b>Sub-Total Site Preparation Costs</b>	<b>\$2,289,963</b>
<b>Hard Construction Costs</b>	
Improvements Constructed by S20 ENA LLC	
Warehouse & Office	\$8,221,500
Caputo's Grocery Store	\$6,524,000
Outlots (To Be Determined)	\$0
<b>Sub-Total On-Site</b>	<b>\$14,745,500</b>
<b>Total Land, Site &amp; Hard Costs</b>	<b>\$26,989,461</b>

**EXHIBIT D**

**PROJECT COSTS**

Phase 1: Caputo's Retail, Warehouse & Distribution

Carol Stream Marketplace

Carol Stream, Illinois

**USES OF FUNDS**

**Soft Costs: [2]**

**Public Benefit (R.O.W. improvements)**

Civil Engineer, Landscape Architect, Plans \$14,943  
 General Conditions & Overhead \$7,471

**Professional, Marketing, Taxes**

Site Related

Civil Engineer, Landscape Arch, Plans \$53,756  
 General Conditions & Const'n Admin \$26,578

Utilities Related

Engineer, Civil, Plans [2] \$0 [2]  
 General Conditions & Const'n Admin [2] \$0 [2]

Grocer & Warehouse Related

Architectural & Engineering, Plans \$221,182  
 General Conditions & Const'n Admin \$221,182

Outlot Building Related (To Be Determined)

Architectural & Engineering, Plans [2] \$0 [2]  
 General Conditions & Const'n Admin [2] \$0 [2]

Legal / Accounting / Consulting

Contractor Fee [2] \$285,582 [2]  
 Compliance Monitoring (RDA & TIF) \$20,000

Appraisal & Surveys

Appraisal & Surveys \$7,500

Geotechnical & Environmental Soil Testing

Permits & Impact Fees \$50,000

Leasing Commission

--On Land Sales \$0

--Leasing Commission on Caputo's \$528,957 [2]

Builder's Risk Ins.

Builder's Risk Ins. [2] \$212,943 [2]

Marketing (excl. Signage)

Marketing (excl. Signage) \$75,000

Interim RE Taxes & Ins

Interim RE Taxes & Ins \$307,057

Development Management Fee

Development Management Fee [2] \$286,993 [2]

**Sub-Total Soft Costs**

**\$2,984,595**

**Finance and Interest Expense**

Title / Const'n Loan / Escrow / Points

\$131,250

Estimated Interest Expense (including carry cost on land)

\$836,350

**Sub-Total Finance and Interest Expense**

**\$967,600**

**TOTAL USES OF FUNDS**

**\$30,941,496**

1. Cost estimates provided by the Developer.
2. Includes soft costs associated with S20 INA LLC development activities. Excludes soft costs associated with retail-owned constructed improvements.
3. Estimated Interest Expense is the interest expense as calculated by the estimated spread of costs. The actual amount may be more or less.

EXHIBIT E  
INITIAL EAV

STATE OF ILLINOIS) }  
                          ) SS  
COUNTY OF DU PAGE)

I, GARY A. KING, COUNTY CLERK IN AND FOR THE COUNTY AND STATE AFORESAID, AND KEEPER OF THE RECORDS PERTAINING TO VALUATIONS AND TAXES, DO HEREBY CERTIFY THAT THE TOTAL INITIAL EQUALIZED ASSESSED VALUE OF PROPERTY INDEX NUMBER 05-04-101-016 INCLUDED WITHIN THE BOUNDARIES OF VILLAGE OF CAROL STREAM TIF DISTRICT NUMBER 3 (NORTH AVE AND SCHMALE ROAD), THE LEGAL DESCRIPTION AND MAP ATTACHED, IS THE SUM OF 3,139,740 AS EQUALIZED BY THE ILLINOIS STATE DEPARTMENT OF REVENUE.

I DO FURTHER CERTIFY THAT SAID INITIAL EQUALIZED ASSESSED VALUE OF SAID PARCEL NO. 05-04-101-016; THAT THE EQUALIZED ASSESSED VALUE SO USED IN MAKING SUCH DETERMINATION WAS FOR THE YEAR 2010 AS EQUALIZED BY THE DEPARTMENT OF REVENUE FOR THE STATE OF ILLINOIS; AND THAT SUCH VALUE WAS THE MOST RECENTLY ASCERTAINED EQUALIZED ASSESSED VALUE AT THE TIME OF PASSAGE OF THE ORDINANCES OF THE VILLAGE PROVIDING FOR TAX INCREMENT ALLOCATION FINANCING FOR REDEVELOPMENT PROJECTS IN THE AREA, ALL PURSUANT TO THE POWERS OF THE VILLAGE UNDER THE TAX INCREMENT ALLOCATION ACT, AS AMENDED, DIVISION 74.4 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE ( 65 ILCS 5/11-74.4-1 ET SEQ.).

GIVEN UNDER MY HAND AND THE OFFICIAL SEAL OF MY OFFICE AT WHEATON, ILLINOIS THIS 18TH DAY OF OCTOBER A.D., 2012.



GARY A. KING  
DU PAGE COUNTY CLERK

LEGAL DESCRIPTION

Lot 2 in Duda's First Resubdivision, being a resubdivision of part of the southwest  $\frac{1}{4}$  of Section 33, Township 40 North, Range 10, East of the Third Principal Meridian, and part of the northwest  $\frac{1}{4}$  of Section 4, Township 39 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded July 5, 2006, as Document R2006-128930, in DuPage County, Illinois.

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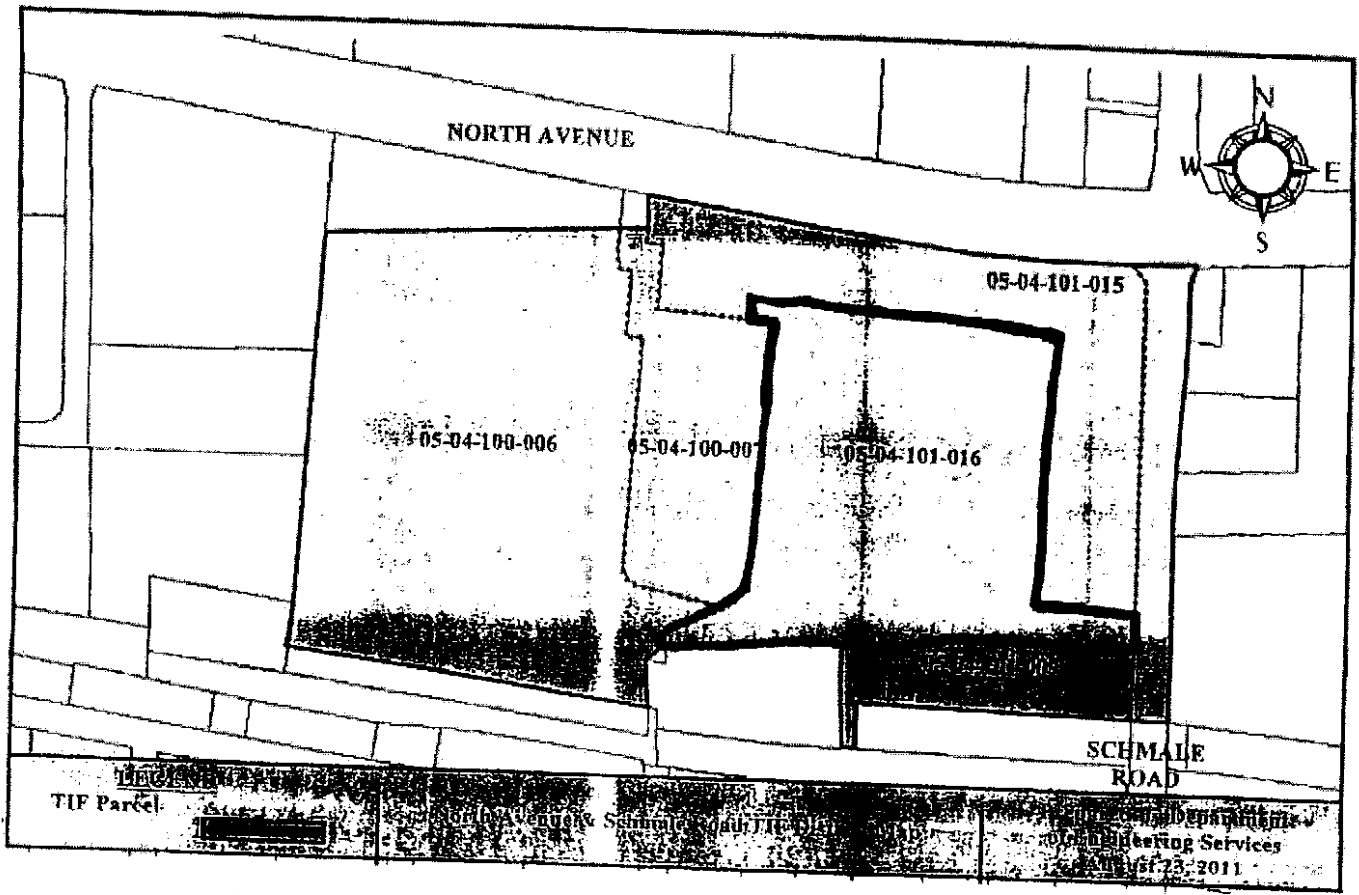


EXHIBIT F

NOTE

VILLAGE OF CAROL STREAM, DU PAGE COUNTY, ILLINOIS  
INTEREST BEARING NON-RECOURSE DEVELOPMENT NOTE  
[Caputo's New Farm Produce Redevelopment Project within  
the North Avenue / Schmale Road Tax Increment Financing District]

*Date of Note:* \_\_\_\_\_

**Original Principal Balance: \$3,500,000.00**

**FOR VALUE RECEIVED, THE VILLAGE OF CAROL STREAM, DU PAGE COUNTY, ILLINOIS** (the "Village"), an Illinois municipal corporation, promises to pay to the order of 520 East North Avenue, LLC, an Illinois limited liability corporation and Angelo Caputo's Fresh Produce Carol Stream, Inc., an Illinois corporation (the "Developer") the principal sum of Three million, five hundred thousand and 00/100 Dollars (\$3,500,000.00) pursuant to the Redevelopment Agreement entered into by and between the Village and the Developer, and dated July 15, 2013 (the "Redevelopment Agreement"), together with simple interest on the principal balance outstanding from time to time calculated at the rate of four percent (4%) per annum, with interest beginning to accrue upon the date certified by the Village as Project Completion as defined in said Redevelopment Agreement.

This Development Note is made pursuant to Section V.A. of the Redevelopment Agreement. All terms not defined herein shall have the same meanings given them in the Redevelopment Agreement. In the event of any conflict between the terms of this Development Note and the terms of the Redevelopment Agreement, the Redevelopment Agreement shall control. The terms and conditions of the Redevelopment Agreement are hereby incorporated into this Development Note by this reference thereto as if fully set forth herein. Amounts payable pursuant to this Development Note shall be paid in accordance with the provisions of the Redevelopment Agreement.

1. **Authority.** This Development Note is issued by the Village pursuant to: (i) the exercise of the Village's power and authority as a home rule unit of local government; (ii) the TIF Ordinances as defined in the Redevelopment Agreement; and (iii) an ordinance adopted by the Village on July 15, 2013 and captioned Ordinance No. \_\_\_\_\_, "AN ORDINANCE AUTHORIZING A REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF CAROL STREAM AND CAPUTO'S NEW FARM PRODUCE CAROL STREAM INC. AND

520 EAST NORTH AVENUE, LLC., which Ordinance authorizes the Redevelopment Agreement that provides for this Development Note.

2. **Purpose.** Payments to Developer under this Development Note shall be in reimbursement of a portion of the Eligible Redevelopment Costs that Developer has incurred, as that term is defined within the Redevelopment Agreement.
3. **Payments.** Payments on account of the indebtedness represented by this Note shall be made to Developer by the Village in accordance with Sections V.B. and V.C. of the Redevelopment Agreement. Notwithstanding anything to the contrary herein contained, this Note shall be cancelled automatically on the fifteenth anniversary date of Project Completion, even if the sum of all payments received by Developer on or prior to said date does not satisfy in full the principal balance of this Note and all amounts of accrued interest then due on this Note. Payments of principal and interest under this Note shall be made by check of the Village, payable, mailed and addressed to the Developer, at the address as set forth in Section XII.B. of the Redevelopment Agreement, unless the Village has been directed to make such interest payments in another manner by written notice given to the Village by the Developer at least fifteen (15) days prior to any payment date.
4. **Non-Recourse.** THIS NOTE AND THE OBLIGATION TO PAY THE AMOUNTS SPECIFIED IN THIS DEVELOPMENT NOTE ARE LIMITED OBLIGATIONS OF THE VILLAGE PAYABLE SOLELY FROM THE NET INCREMENTAL PROPERTY TAXES AND SALES TAX REVENUE COLLECTED AND REMITTED TO THE VILLAGE, AS PROVIDED WITHIN THE REDEVELOPMENT AGREEMENT. SAID OBLIGATIONS DO NOT NOW AND SHALL NEVER CONSTITUTE A GENERAL INDEBTEDNESS OF THE VILLAGE WITHIN THE MEANING OF ANY STATE OF ILLINOIS CONSTITUTIONAL OR STATUTORY PROVISION AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE VILLAGE OR A LOAN OR CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THERE SHALL BE NO RIGHT TO COMPEL THE EXERCISE OF THE TAXING POWER OF THE VILLAGE TO PAY THE PRINCIPAL OR INTEREST ON THE NOTE.
5. **Default.** In the event of a default by the Village under this Note, and a failure to cure as provided in the Redevelopment Agreement, the Developer may proceed to secure the specific performance of the covenants and agreements contained herein.
6. **Governing Law, Waiver and Notices.** This Note shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out of this Development Note shall be the Circuit Court of the Eighteenth Judicial Circuit, Du Page County, Illinois. A waiver of any part of this Note shall be limited



to that specific event and shall not be a waiver of the entire Note. No delay on the part of the Developer of this Note in exercising any option to demand payment shall operate as a waiver thereof or preclude the exercise thereof at any time during the continuance of a default. Any notices required in this Note shall be effective when given, as provided in the Redevelopment Agreement.

7. **Assignment.** This Note shall not be assignable except as provided in Section XII.O. of the Redevelopment Agreement.
8. **Taxes.** The Village makes no representation that the interest payments made under this Note are subject or are not subject to federal or state taxes.
9. **Miscellaneous.**
  - A. Time is of the essence in regard to this Development Note.
  - B. The Village shall not be deemed in default with respect to any of its obligations under this Note if the Village fails to timely perform the same and such failure is due in whole or in part to an Uncontrollable Circumstance, acts caused directly or indirectly by the Developer (or its officers, agents or employees) or any other cause beyond the reasonable control of the Village.

**IN WITNESS WHEREOF.** The Village of Carol Stream has caused this Note to be executed in its name and on its behalf by its Mayor and its Village Clerk and its corporate seal to be hereunto affixed.

Attest:

VILLAGE OF CAROL STREAM,  
an Illinois municipal corporation

\_\_\_\_\_

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

Dated: \_\_\_\_\_

**EXHIBIT G**  
**VILLAGE OF CAROL STREAM**  
**REDEVELOPMENT AGREEMENT CERTIFICATION**

I, ROBERTINO PRESTA (name), Vice President (title) of Caputos New Farm Produce Carol Stream, Inc. and MANAGER (title), of 520 East North Avenue, LLC, collectively described as the Developer in the Redevelopment Agreement dated July 15th, 2013 between the Village of Carol Stream and Caputos New Farm Produce Carol Stream, Inc. and 520 East North Avenue, LLC, being first duly sworn, hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that following certifications are true and correct:

1. The Caputos New Farm Produce Carol Stream, Inc. is duly organized and validly existing Illinois Corporation.
2. 520 East North Avenue, LLC is a duly organized and validly existing Illinois Limited Liability Corporation.
2. 520 East North Avenue, LLC is the legal owner of the Redevelopment Parcel and Caputos New Farm Produce Carol Stream, Inc. is the lessee of said Redevelopment Parcel.
3. The Developer has the right, power and authority to perform its obligations under the Redevelopment Agreement and to submit the request for payment.
4. The Developer is in substantial compliance with its material covenants under this Agreement, has satisfied any preconditions to disbursement and is not in Default under the terms of the Redevelopment Agreement.
5. The Developer has obtained all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and as applicable to reconstruct, complete and operate the Improvements.
6. The construction of the Project has been completed in a good and workmanlike manner in accordance with the terms and conditions of the Redevelopment Agreement and in accordance with all applicable federal, state, county and local laws, ordinances codes, and regulations.

7. All real estate taxes due and owing upon the Redevelopment Parcel have been paid.
8. The Developer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue nor is delinquent in any money owed to the Village.
9. The requested disbursement is for reimbursement of Eligible Redevelopment Costs as defined in the Redevelopment Agreement.

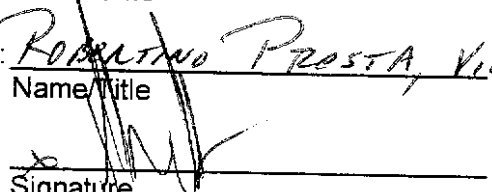
520 E NORTH AVE LLC  
Firm Name

By: ROBERTINO PRESTA, MANAGER  
Name/Title

X   
Signature

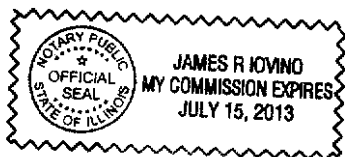
CAPUTO'S NEW FARM PRODUCE CANTINA STREAM INC  
Firm Name

By: ROBERTINO PRESTA, Vice President  
Name/Title

X   
Signature

SUBSCRIBED AND SWORN to before  
me this 8TH day July, 2013

James R. Iovino  
Notary Public



Proposed Carol Stream Caputo's Fresh Markets Redevelopment

Simple Interest only, no accruals or compounding

Rate:

Assumes Project Completion Date prior to June 30, 2014

Pledged Revenues

Net Incremental

Note

Year

Exhibit H Payment Example

4%

Initial \$10,000

3,500,000

increased by 5%

Payment Date	Property Taxes IPT (1)	Revenue IST (1)	Sales Tax	Total Village Admin.	annually Developer Note	Total to Principal	Debt Service: Interest	Outstanding Note Balance	Total Debt Service
06 30 2014	0			0		0		3,500,000	
12 31 2014	17,200	75,465	92,665	5,000	87,665	17,473	70,192	3,482,527	87,665
06 30 2015	17,200	72,375	89,575	5,000	84,575	15,497	69,078	3,467,030	84,575
12 31 2015	37,850	71,415	109,265	5,250	104,015	34,104	69,911	3,432,925	104,015
06 30 2016	37,850	88,085	125,935	5,250	120,685	52,215	68,470	3,380,711	120,685
12 31 2016	96,700	73,215	169,915	5,513	164,403	96,233	68,170	3,284,478	164,403
06 30 2017	96,700	90,285	186,985	5,513	181,473	116,323	65,150	3,168,155	181,473
12 31 2017	98,050	75,015	173,065	5,788	167,277	103,393	63,884	3,064,762	167,277
06 30 2018	98,050	92,525	190,575	5,788	184,787	123,995	60,791	2,940,767	184,787
12 31 2018	99,450	76,905	176,355	6,078	170,277	110,979	59,299	2,829,788	170,277
06 30 2019	99,450	94,855	194,305	6,078	188,227	132,097	56,131	2,697,691	188,227
12 31 2019	100,850	78,840	179,690	6,381	173,309	118,911	54,397	2,578,780	173,309
06 30 2020	100,850	97,240	198,090	6,381	191,709	140,557	51,152	2,438,223	191,709
12 31 2020	116,600	80,820	197,420	6,700	190,720	141,554	49,165	2,296,669	190,720
06 30 2021	116,600	99,680	216,280	6,700	209,580	164,024	45,556	2,132,645	209,580
12 31 2021	118,250	82,845	201,095	7,036	194,059	151,056	43,003	1,981,589	194,059
06 30 2022	118,250	102,175	220,425	7,036	213,389	174,083	39,306	1,807,506	213,389
12 31 2022	119,900	84,915	204,815	7,387	197,428	160,980	36,447	1,646,525	197,428
06 30 2023	119,900	104,725	224,625	7,387	217,238	184,578	32,660	1,461,947	217,238
12 31 2023	121,600	87,030	208,630	7,757	200,873	171,394	29,479	1,290,553	200,873
06 30 2024	121,600	107,330	228,930	7,757	221,173	195,574	25,599	1,094,979	221,173
12 31 2024	139,500	89,190	228,690	8,144	220,546	198,466	22,080	896,513	220,546
06 30 2025	139,500	110,010	249,510	8,144	241,366	223,583	17,783	672,990	241,366
12 31 2025	141,450	91,440	232,890	8,552	224,338	210,769	13,569	462,161	224,338
06 30 2026	141,450	112,760	254,210	8,552	245,658	236,491	9,167	225,670	245,658
12 31 2026	143,450	93,690	237,140	8,979	228,161	223,610	4,550	2,060	228,161
06 30 2027	143,450	115,550	259,000	8,979	250,021	2,060	41	0	2,101
In the event the note is not repaid after 13 years, up to 2 additional years of IPT may be applied to the note									
14		12 31 2027			145,500			145,500	
14		06 30 2028			145,500			145,500	
15		12 31 2028			165,750			165,750	
15		06 30 2029			165,750			165,750	

Note: (1) projections prepared by Busse Consulting, Inc.

Totals

177,130

Pledged Revenues based on December 17, 2012

3,500,000

1,125,030

4,625,030

**EXHIBIT I**

**DISCLOSURE AFFIDAVIT**

State of Illinois )  
County of DuPage

THE DEVELOPER MUST SIGN THIS AFFIDAVIT

I, ROBERTINO PRESTA reside at 1811 W FULLERTON in the City/Village of ADDISON, County of DuPage 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) CORPORATE OFFICIAL (i.e., owner, authorized member, corporate official or managing agent of **The Caputos New Farm Produce Carol Stream, Inc.**, ("Developer").

That the Redevelopment Site in question has a common street address referred to as: 570 E NORTH AVE in the Village of Carol Stream, County of DuPage, State of Illinois, and with a Property Index Number(s) of 05-04-101-016 (hereinafter "Redevelopment Site").

That I understand that pursuant to 50 ILCS 105/3.1, prior to execution of the Redevelopment Agreement between the Developer 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 Redevelopment Site, 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 Redevelopment Site 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 ROBERTINO PRESTA AND ANTONELLA PRESTA 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.

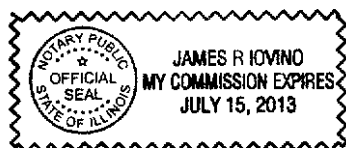
This instrument is made to induce the Village to enter into the Redevelopment Agreement and in accordance with 50 ILCS 105/3.1.

Affiant: [Signature]

Subscribed and Sworn to  
before me this 8th day  
of JULY, 2013.

James R Iovino

305907\_3



DISCLOSURE AFFIDAVIT

State of Illinois  
County of DuPage

THE DEVELOPER MUST SIGN THIS AFFIDAVIT

I, ROBERTINO PRESTA, reside at 1811 W FULLERTON in the City/Village of MADISON, County of DUPAGE 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) AUTHORIZED MEMBER (i.e., owner, authorized member, corporate official or managing agent of **520 East North Avenue, LLC** ("Developer").

That the Redevelopment Site 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 05-04-101-016 (hereinafter "Redevelopment Site").

That I understand that pursuant to 50 ILCS 105/3.1, prior to execution of the Redevelopment Agreement between the Developer 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 Redevelopment Site, 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 Redevelopment Site after this transaction is consummated.

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

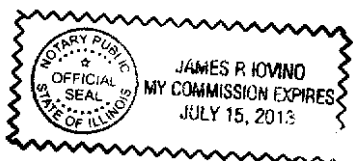
- (a) The owners or beneficiaries of the trust are: \_\_\_\_\_ or \_\_\_\_\_
- (b) The shareholders with more than 7 1/2% interest are: ROBERTINO PRESTA AND ANTONELLA PRESTA
- (c) The corporation is publicly traded and there is no readily known individual having greater than a 7 1/2% interest in the corporation.

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

Affiant: [Signature]

Subscribed and Sworn to before me this 5TH day of JULY, 2013.

[Signature]



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

**AN ORDINANCE AUTHORIZING A REDEVELOPMENT AGREEMENT BETWEEN  
THE VILLAGE OF CAROL STREAM AND CAPUTO'S NEW FARM PRODUCE  
CAROL STREAM, INC. AND 520 EAST NORTH AVENUE, LLC**

**WHEREAS**, the Village of Carol Stream is a home rule municipality and has the authority, pursuant to the laws of the State of Illinois, and pursuant to its home rule powers to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base and increase additional tax revenues realized by the Village, to foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise take action in the best interests of the Village; and

**WHEREAS**, the Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.1, *et seq.*, as amended (the "Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the Act; and

**WHEREAS**, the Mayor and Board of Trustees have heretofore adopted Ordinance Numbers 2011-12-37, 2011-12-38 and 2011-12-39, approving a redevelopment plan and project (the "TIF Plan"), designating the redevelopment project area (the "Redevelopment Project Area"), and adopting tax increment allocation financing for the North Avenue/Schmale Road tax increment financing district (the "TIF District"); and

**WHEREAS**, 520 East North Avenue, LLC has acquired an approximately 27.27 acre parcel of real property located within the Redevelopment Project Area at 520 East North Avenue in the Village of Carol Stream (the Property), and will lease the Property to Caputo's New Farm Produce Carol Stream, Inc.; and

**WHEREAS**, 520 East North Avenue, LLC and Caputo's New Farm Produce Carol Stream, Inc. (the Developer) propose to redevelop on a portion of the Property (the "Redevelopment Parcel") an approximately 312,000 square foot building located thereon and for Caputo's New Farm Produce Carol Stream, Inc. to operate an approximately 70,000 square foot Angelo Caputo's Fresh Farms Market retail, food and grocery store and an approximately 242,000 square foot regional warehouse, office and distribution facility for Caputo's New Farm Produce Carol Stream, Inc.'s regional retail and wholesale food and grocery business; and

**WHEREAS**, Developer has represented to the Village that it cannot successfully and economically develop the Redevelopment Parcel, in a manner satisfactory to the

Village but for certain incentives to be provided by the Village as provided in the Redevelopment Agreement attached hereto; and

**WHEREAS**, the Mayor and Board of Trustees are desirous of having the Redevelopment Parcel redeveloped in accordance with the TIF Plan, and particularly the Project as a part thereof, in order to serve the needs of the Village, arrest physical decay and decline in the Redevelopment Project Area, increase employment opportunities, stimulate commercial growth and stabilize the tax base of the Village; and

**WHEREAS**, the Mayor and Board of Trustees find that in order to stimulate and induce development of the Redevelopment Parcel it is necessary to finance the Eligible Redevelopment Costs through certain financial assistance as set forth in the attached agreement; and

**WHEREAS**, the Mayor and Board of Trustees find that it is necessary for the successful redevelopment of the Redevelopment Parcel that the Village enter into this Agreement, thereby implementing the TIF Plan.

**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 Redevelopment Agreement between the Village of Carol Stream and Caputo's New Farm Produce Carol Stream, Inc. and 520 East North Avenue, LLC, as attached hereto is hereby approved.

**SECTION 2:**

The Mayor and Village Clerk are hereby authorized and directed to execute the Redevelopment Agreement referenced in Section 1 herein on behalf of the Village of Carol Stream.

**SECTION 3:**

The Mayor and Village Clerk are hereby authorized and directed to execute the Note in the form as attached to the Redevelopment Agreement.

**SECTION 4:**

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



PASSED AND APPROVED THIS 15<sup>th</sup> DAY OF JULY, 2013

AYES:

NAYS:

ABSENT:

---

Frank Saverino, Sr., Mayor

---

Beth Melody, Village Clerk

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

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

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

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

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

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the following personal property:

2002 John Deere Wide Area Mower – TC1600X020053

now owned by the Village of Carol Stream, is no longer useful and authorize it to be sold or scrapped per the attached memorandum dated July 10, 2013.

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 15<sup>th</sup> DAY OF JULY, 2013.

AYES:

NAYS:

ABSENT:

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

ATTEST:

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

Village of Carol Stream  
Interdepartmental Memo

TO: Joseph Breinig, Village Manager  
FROM: Matthew R York, Assistant Director of Public Works <sup>MRY</sup>  
DATE: July 10, 2013  
RE: Surplus Equipment for Sale or Scrap

The Public Works Department has identified the following item to be declared surplus:

2002 John Deere Wide Area Mower                      Serial #TC1600X020053

This mower has been used to mow parkways and detention areas within the Village. It has exceeded its useful life and will be sold or scrapped.



Village of Carol Stream  
 Schedule of Bills  
 For Village Board Approval on July 15 2013

**AGENDA ITEM**  
K-1 7-15-13

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>AARON S WOLFF</b>					
ARBITRATION SRV FMCS NO 12-57593	2,494.50	01570000-52238	LEGAL FEES	JULY 6 2013	
	<u>2,494.50</u>				
<b>ADIDAS US RETAIL</b>					
CLOTH ALLOW - EBY	39.99	01664700-53324	UNIFORMS	651649	
	<u>39.99</u>				
<b>AFTERMATH INC</b>					
DRYING CABINET CLEAN	105.00	01662400-53317	OPERATING SUPPLIES	JC2013-0902	
	<u>105.00</u>				
<b>ALPHA BUILDING MAINTENANCE SERVICE INC</b>					
JANITORIAL SERVICES JUNE 2013	480.00	01670100-52276	JANITORIAL SERVICES	14032 VCS	20140012
JANITORIAL SERVICES JUNE 2013	950.00	01680000-52276	JANITORIAL SERVICES	14032 VCS	20140012
JANITORIAL SERVICES MAR 2013	480.00	01670100-52276	JANITORIAL SERVICES	13765 VCS	
JANITORIAL SERVICES MAR 2013	950.00	01680000-52276	JANITORIAL SERVICES	13765 VCS	
	<u>2,860.00</u>				
<b>AMER PLANNING ASSN</b>					
PLAN COMMISSIONERS	450.00	01530000-52234	DUES & SUBSCRIPTIONS	038844-1323	
	<u>450.00</u>				
<b>AMERICAN FIRST AID</b>					
1ST AID SUPPLIES	15.81	01670100-53317	OPERATING SUPPLIES	145818	
	<u>15.81</u>				
<b>AMERICAN MESSAGING</b>					
SERV FOR JUN/13	6.97	01662600-52243	PAGING	U1113407NF	
SERV FOR JUN/13	20.90	01662500-52243	PAGING	U1113407NF	
	<u>27.87</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on July 15 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>ARMBRUST PLUMBING, HEATING &amp; AIR CONDITIO</b>					
RPZ TESTING	231.50	04101500-52244	MAINTENANCE & REPAIR	69480	
	<u>231.50</u>				
<b>ARTHUR CLESEN INC</b>					
WEEDCONTROLSUPPLIES	540.00	01670400-53317	OPERATING SUPPLIES	289414	
	<u>540.00</u>				
<b>AUTO TRUCK GROUP</b>					
611 PRINTER KIT	60.00	01662700-52212	AUTO MAINTENANCE & REPAIR	1143661	
PLEXI GLAS REPAIR	360.00	01662700-52212	AUTO MAINTENANCE & REPAIR	1145522	
	<u>420.00</u>				
<b>B &amp; F TECHNICAL CODE</b>					
PLAN REVIEW 106 E NORTH AVE	1,369.37	01643700-52253	CONSULTANT	37371	
PLAN REVIEW 232 KLEIN CREEK	149.80	01643700-52253	CONSULTANT	37379	
	<u>1,519.17</u>				
<b>BARN OWL FEED &amp; GARDEN CENTER</b>					
SEED 4 LIES RD 5/23	756.25	01670400-53317	OPERATING SUPPLIES	31119	
SEED 4 LIES RD 5/23	807.00	01670400-53317	OPERATING SUPPLIES	31114	
	<u>1,563.25</u>				
<b>BASIC IRRIGATION SERVICES INC</b>					
FLOAT FOUNTAIN TC	495.00	01670600-52244	MAINTENANCE & REPAIR	17979	
	<u>495.00</u>				
<b>BATTERY SERVICE CORPORATION</b>					
12V BATTERY	34.50	01696200-53354	PARTS PURCHASED	233549D	
12V BATTERY	56.50	01696200-53354	PARTS PURCHASED	233398	
	<u>91.00</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on July 15 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>BLOOMINGDALE TOWNSHIP</b>					
ENVIROMENTAL MOSQUITO MGMT SRV-JUNE/21	8,409.50	01670100-52269	MOSQUITO ABATEMENT	416	20140010
	<b>8,409.50</b>				
<b>BRACING SYSTEMS</b>					
ARDEXCONCRETEREPAIR	153.80	01670500-53317	OPERATING SUPPLIES	210378-1	
BEARINGS	315.28	01696200-53354	PARTS PURCHASED	208635-1	
CONCRETE REPAIR MIX	66.00	01670500-53317	OPERATING SUPPLIES	210292-1	
CONCRETE REPAIR MIX	79.90	01670500-53317	OPERATING SUPPLIES	210517-1	
HANDMIXER4CONCRETE	345.95	01670500-53350	SMALL EQUIPMENT EXPENSE	209735-1	
SAFETY GLASSES	56.00	01680000-53350	SMALL EQUIPMENT EXPENSE	209551-1	
STORM SEWER REPAIR	295.95	01670600-53317	OPERATING SUPPLIES	210514-1	
	<b>1,312.88</b>				
<b>BRIAN COOPER</b>					
PER DIEM VEHICULAR HOMICIDE CLASS	172.00	01662300-52223	TRAINING	TRNG 7/22-25	
	<b>172.00</b>				
<b>BRIAN PLACKETT</b>					
VEHICULAR HOMICIDE CLASS PER DIEM	172.00	01662300-52223	TRAINING	PR DIEM 7/22-25	
	<b>172.00</b>				
<b>BUCK BROS INC</b>					
PARTS	111.84	01696200-53354	PARTS PURCHASED	334543	
PARTS	1,001.01	01696200-53354	PARTS PURCHASED	334313	
SEAT 4 WRC BACKHOE	216.29	01696200-53354	PARTS PURCHASED	335414	
	<b>1,329.14</b>				
<b>C S CHAMBER OF COMMERCE</b>					
GOLF OUTING DINNER BREINIG	45.00	01590000-52222	MEETINGS	13821	
	<b>45.00</b>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on July 15 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>C S PARK DISTRICT</b>					
MEMBERSHIP BARK PARK JUNE 2013	145.00	01-24236	BARK PARK MEMBERSHIP	JUNE/13 BARK PARK	
	<b>145.00</b>				
<b>C S PUBLIC LIBRARY</b>					
COLLECTION OF MAY 2013(\$33.00) & JULY	6,738.92	01000000-41102	PERSONAL PROPERTY REPLAC TAXPPRT MAY 2013		
	<b>6,738.92</b>				
<b>CAROL STREAM LAWN &amp; POWER</b>					
ARBORIST HELMET	39.95	01670100-53324	UNIFORMS	321068	
BRUSHCUTTERS	477.98	01670400-53350	SMALL EQUIPMENT EXPENSE	319007	
CHAIN FOR SAW	18.62	01670700-53317	OPERATING SUPPLIES	320394	
CHAINSAW BLADES	23.62	01670700-53317	OPERATING SUPPLIES	318483	
CHAINSAW BLADES	110.00	01670700-53317	OPERATING SUPPLIES	318482	
GASCANS4MOWINGCREW	34.16	01670400-53350	SMALL EQUIPMENT EXPENSE	320540	
STRING 4 WEED WHIPS	59.98	01670400-53317	OPERATING SUPPLIES	318968	
	<b>764.31</b>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on July 15 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>CARQUEST AUTO PARTS</b>					
AIR FILTER	7.55	01696200-53354	PARTS PURCHASED	2420-273830	
AIR FILTER	12.07	01696200-53354	PARTS PURCHASED	2420-275084	
AIR FILTER	22.65	01696200-53354	PARTS PURCHASED	2420-275963	
BLOWERMOTOR	74.69	01696200-53354	PARTS PURCHASED	2420-273887	
BRAKE FLUID	11.72	01696200-53317	OPERATING SUPPLIES	2420-275535	
BRAKE ROTOR/PAD	135.15	01696200-53354	PARTS PURCHASED	2420-275435	
BRAKEPAD/ROTOR	283.23	01696200-53354	PARTS PURCHASED	2420-274139	
BRAKEPADSET	53.12	01696200-53354	PARTS PURCHASED	2420-274426	
BRAKEROTOR/PAD	141.68	01696200-53354	PARTS PURCHASED	2420-275544	
CALIPER	137.51	01696200-53354	PARTS PURCHASED	2420-275508	
CAPSULE STANDARD	10.48	01696200-53354	PARTS PURCHASED	2420-276104	
CAPSULE STANDARD	23.08	01696200-53354	PARTS PURCHASED	2420-276289	
CORE RETURN	-143.00	01696200-53354	PARTS PURCHASED	2420-275551	
FUEL FILTER	1.34	01696200-53354	PARTS PURCHASED	2420-276130	
FUEL FILTER	3.53	01696200-53354	PARTS PURCHASED	2420-276467	
HD CLAMP	1.11	01696200-53354	PARTS PURCHASED	2420-274724	
INCANDESCENT SEALED BEAM	23.79	01696200-53354	PARTS PURCHASED	2420-276802	
OIL FILTER	5.82	01696200-53354	PARTS PURCHASED	2420-276644	
OIL FILTER	14.52	01696200-53354	PARTS PURCHASED	2420-273717	
OIL FILTER	15.72	01696200-53354	PARTS PURCHASED	2420-273690	
OIL FILTER	26.20	01696200-53354	PARTS PURCHASED	2420-276005	
PUMP FOR 2001 FORD	118.17	01696200-53354	PARTS PURCHASED	2420-274825	
RAVEN GLOVES	26.46	01696200-53317	OPERATING SUPPLIES	2420-275379	
STD MINI LAMP	6.66	01696200-53354	PARTS PURCHASED	2420-275050	
STD MINI LAMP	11.19	01696200-53354	PARTS PURCHASED	2420-276280	
WIRESET,FUEL FILTER	36.48	01696200-53354	PARTS PURCHASED	2420-275813	
	<b>1,060.92</b>				



**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on July 15 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>CAVERN BEAT LLC</b>					
SUMMER CONCERT 6/18/13 TC	1,200.00	01750000-52288	CONCERT SERIES	7/18 CONCERT	
	<u>1,200.00</u>				
<b>CHICAGO MICRO</b>					
MAIL FILTER SYSTEM	366.98	01652800-52255	SOFTWARE MAINTENANCE	74465	
REPLACMNT DRIVES	543.72	01652800-54412	OTHER EQUIPMENT	75445	
	<u>910.70</u>				
<b>CHICAGO PARTS AND SOUND</b>					
CONDENSER ASY	263.51	01696200-53354	PARTS PURCHASED	523443	
GEAR ASY-STEERING	485.50	01696200-53354	PARTS PURCHASED	525769	
MOTOR ASSY	49.12	01696200-53354	PARTS PURCHASED	523027	
RETURN GEAR ASSEMBLY	-485.50	01696200-53354	PARTS PURCHASED	527447	
RETURN MOTOR ASSEMBLY	-35.00	01696200-53354	PARTS PURCHASED	524981	
STARTER MOTOR ASY	181.19	01696200-53354	PARTS PURCHASED	524876	
	<u>458.82</u>				
<b>CHRISTOPHER B BURKE ENGR LTD</b>					
PROF SRV 4/28 - 5/25/ 2013	1,452.00	01620100-52253	CONSULTANT	110978	
	<u>1,452.00</u>				
<b>CLEAR STREAM RECYCLING</b>					
RECYCLING BAGS	131.34	01750000-52288	CONCERT SERIES	59264	
	<u>131.34</u>				
<b>COMCAST CABLE</b>					
MONTHLYFEE05/11-06/10	64.95	01664700-53330	INVESTIGATION FUND	1800304738 5/4/13	
	<u>64.95</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on July 15 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>COMED</b>					
SERV FRM 5/22 - 6/21 2013	99.86	01670300-53213	STREET LIGHT ELECTRICITY	6675448009JUN/13	
SERV FRM 05/28 - 06/26 2013	155.96	01670300-53213	STREET LIGHT ELECTRICITY	0815164035JUN/13	
SERV FRM 4/23-5/23 2013	22.63	01670300-53213	STREET LIGHT ELECTRICITY	1603109101MAY/13	
SERV FRM 5/17 - 6/19 2013	52.44	04201600-52248	ELECTRICITY	2514004009JUN/13	
SERV FRM 5/20 - 6/20 2013	98.91	01670600-52248	ELECTRICITY	6337409002JUN/13	
SERV FRM 5/21 - 6/21 2013	41.71	04101500-52248	ELECTRICITY	2073133107JUN/13	
SERV FRM 5/21 - 6/21 2013	15.41	01670600-52248	ELECTRICITY	4483019016JUN/13	
SERV FRM 5/21 - 6/21 2013	21.68	01670600-52248	ELECTRICITY	0803155026JUN/13	
SERV FRM 5/22 - 6/21 2013	65.08	01670300-53213	STREET LIGHT ELECTRICITY	3153036011JUN/13	
SERV FRM 5/22- 6/21 2013	57.80	01670300-53213	STREET LIGHT ELECTRICITY	0030086009JUN/13	
SERV FRM 5/23 - 6/24 2013	17.57	01670300-53213	STREET LIGHT ELECTRICITY	1603109101JUN/13	
SERV FRM 5/23 - 6/24 2013	60.09	04101500-52248	ELECTRICITY	0291093117JUN/13	
SERV FRM 5/24 - 6/24 2013	73.25	01670600-52248	ELECTRICITY	5838596003JUN/13	
SERV FRM 5/28 - 6/25 2013	84.01	01670600-52248	ELECTRICITY	2127117053/JUN13	
SRV FRM 5/21 - 6/21 2013	59.35	01670600-52248	ELECTRICITY	1865134015JUN/13	
SRV FRM 5/22 - 6/21 2013	19.17	01670300-53213	STREET LIGHT ELECTRICITY	1353117013MAY/13	
	<b>944.92</b>				
<b>CONSTELLATION NEW ENERGY</b>					
SERV FRM 5/20 - 6/19 2013	1,817.85	04201600-52248	ELECTRICITY	001541574-001	
SERV FRM 5/21- 6/19 2013	1,328.62	01670300-53213	STREET LIGHT ELECTRICITY	0010541591-0001	
SERV FRM 5/21- 6/20 2013	1,249.58	04201600-52248	ELECTRICITY	0010541572-0001	
	<b>4,396.05</b>				
<b>CREATIVE PRODUCT SOURCING INC - DARE</b>					
DARE SUPPLIES PARTIAL PYMNT	800.00	01664765-53325	COMMUNITY RELATIONS	62427A	
	<b>800.00</b>				
<b>DANIEL STAFEIJ</b>					
PER DIEM VEHICULAR HOMICIDE CLASS	172.00	01662300-52223	TRAINING	CLS 7/22 -25	
	<b>172.00</b>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on July 15 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>DAVID G BAKER</b>					
VLG BOARD MTD TELECAST 7/1/13	105.00	01650100-52253	CONSULTANT	070113	
	<u>105.00</u>				
<b>DICK POND ATHLETICS INC</b>					
GIFT CARD-BIG.WINNER	25.00	01600000-52340	WELLNESS PROGRAM	RC0000100012	
	<u>25.00</u>				
<b>DICKS SPORTING GOODS</b>					
GIFT CARD-BIG.WINNER	25.00	01600000-52340	WELLNESS PROGRAM	0286182	
	<u>25.00</u>				
<b>DLT SOLUTIONS</b>					
ARCHIVE MGR RENEWAL 2013/14	849.00	01652800-52255	SOFTWARE MAINTENANCE	S1222045	
	<u>849.00</u>				
<b>DOT DOT DOT LLC</b>					
AUG 1ST SUMMER CONCERT TC	2,000.00	01750000-52288	CONCERT SERIES	AUG 1ST	
	<u>2,000.00</u>				
<b>DU COMM</b>					
QUARTERLY SHR AUG THRU OCT 2013	150,939.00	01662700-52245	GENERAL COMMUNICATIONS	14935	
	<u>150,939.00</u>				
<b>DUPAGE CHRYSLER DODGE JEEP</b>					
SHIELD	85.47	01696200-53354	PARTS PURCHASED	36351	
STEERING WHEEL	96.60	01696200-53354	PARTS PURCHASED	36381	
STEERING WHEEL	106.26	01696200-53354	PARTS PURCHASED	36768	
	<u>288.33</u>				
<b>DUPAGE COUNTY</b>					
DATA PROCESS POLICE DEPT MAY/2013	250.00	01662600-52247	DATA PROCESSING	1965	
STREET CLOSURE PERMIT	100.00	04200100-52234	DUES & SUBSCRIPTIONS	AP 130540	
	<u>350.00</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on July 15 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>DUPAGE COUNTY RECORDER</b>					
WEED LIENS 988 DEARBORN CIR	8.00	01580000-52233	RECORDING FEES	201306130253	
WEED LIENS 988 DEARBORN CIR	8.00	01580000-52233	RECORDING FEES	201306280261	
	<u>16.00</u>				
<b>DUPAGE MAYORS AND MANAGERS CONFERENCE</b>					
2013 SPRINGFIELD DRIVE DOWN BREINIG	326.00	01590000-52222	MEETINGS	7561	
ANNUAL DUES 2013/14	42,345.53	01520000-52234	DUES & SUBSCRIPTIONS	7493	
	<u>42,671.53</u>				
<b>DUPAGE TOPSOIL INC</b>					
BLACK DIRT	80.00	01670400-53317	OPERATING SUPPLIES	036828	
	<u>80.00</u>				
<b>DUPAGE WATER COMMISSION</b>					
OPER MTC FOR MAY/2013	389,319.16	04201600-52283	DUPAGE CTY WATER COMMISSION	10041	
	<u>389,319.16</u>				
<b>ENVIROBROKER, LLC</b>					
SPOILS TESTING	200.00	04201600-52265	HAULING	12055	
	<u>200.00</u>				
<b>EXAMINER PUBLICATIONS INC</b>					
AD FOR PT SEC. POLICE	50.00	01600000-52228	PERSONNEL HIRING	123456	
BIKE AUTION AD	17.00	01662400-53317	OPERATING SUPPLIES	30639	
PUBLIC NOTICE 12352	55.00	01530000-52240	PUBLIC NOTICES/INFORMATION	30765	
PUBLIC NOTICE 12356	51.00	01530000-52240	PUBLIC NOTICES/INFORMATION	30765	
	<u>173.00</u>				
<b>FORENSIC PSYCHOLOGY ASSOCIATES</b>					
PSYCHOLOGICAL EVALUATION-FRY	2,794.50	01510000-52228	PERSONNEL HIRING	6/13/13	
	<u>2,794.50</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on July 15 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>FULL LIFE SAFETY CENTER</b>					
SAFETY VEST CLASS 3	39.00	01690100-53324	UNIFORMS	22714	
SAFETY VEST CLASS 3	130.00	04200100-53324	UNIFORMS	22714	
SAFETY VEST CLASS 3	496.50	01670100-53324	UNIFORMS	22714	
	<b>665.50</b>				
<b>G W BERKHEIMER CO INC</b>					
COIL CLEANER	46.59	01680000-53319	MAINTENANCE SUPPLIES	07-368081	
	<b>46.59</b>				
<b>GOOGLE SITE SEARCH</b>					
WEBSITE SEARCH FEATUR	100.00	01652800-52255	SOFTWARE MAINTENANCE	095058	
	<b>100.00</b>				
<b>GOVTEMPSUSA LLC</b>					
SEASONAL PROPERTY MTC INSPEC- 6/16/13	560.00	01642100-52253	CONSULTANT	1367503	20140005
SEASONAL PROPERTY MTC INSPEC-6/23/13	560.00	01642100-52253	CONSULTANT	1367504	20140005
	<b>1,120.00</b>				
<b>GRAINGER</b>					
FILTERS AC ROOF UNIT	81.12	01680000-53319	MAINTENANCE SUPPLIES	1183536861	
FILTERS AC ROOF UNIT	81.12	01680000-53319	MAINTENANCE SUPPLIES	1183536861	
HYDRANT GREASE	113.28	04201600-53317	OPERATING SUPPLIES	9150237551	
VACTOR MAINT 5/23/13	14.10	04101500-53317	OPERATING SUPPLIES	9150237551	
	<b>289.62</b>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on July 15 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>GREEN TEE LAWN CARE</b>					
110 LIES 5/14/13 LAWN CARE	346.00	01670400-52272	PROPERTY MAINTENANCE	581658	
500 N GARY 5/13/13 LAWN CARE	55.00	01670400-52272	PROPERTY MAINTENANCE	581651	
500 N GARY AVE 5/13/13 LAWN CARE	90.00	01670400-52272	PROPERTY MAINTENANCE	581660	
GARY & ST CHARLES 5/13/13 LAWN CARE	71.00	01670400-52272	PROPERTY MAINTENANCE	581652	
KUHN & LIES 5/13/13 LAWN CARE	99.00	01670400-52272	PROPERTY MAINTENANCE	581653	
LIES & BROOKSTONE 5/28/13 LAWN CARE	110.00	01670400-52272	PROPERTY MAINTENANCE	581655	
LIES & GARY 5/28/13 LAWN CARE	69.00	01670400-52272	PROPERTY MAINTENANCE	581656	
LIES PKWY MEDIAN 5/28/13 LAWN CARE	396.00	01670400-52272	PROPERTY MAINTENANCE	581657	
MERBACH & LIES 5/14/13 LAWN CARE	259.00	01670400-52272	PROPERTY MAINTENANCE	581659	
SPRAYING MERBACH POND	74.00	01670400-52272	PROPERTY MAINTENANCE	581661	
TREATWEEDSBYWATERTOW.	79.00	01670400-52272	PROPERTY MAINTENANCE	581654	
WEEDCONT.ONNORTHAVE	902.00	01670400-52272	PROPERTY MAINTENANCE	581650	
	<b>2,550.00</b>				
<b>GROUNDWATER &amp; ENVIRONMENTAL SERVICES INC</b>					
RETN REMAINING ESCROW	12.50	01-24322	NORTH AVE SHELL ENVIRON DEP	PROJ 01-24322	
	<b>12.50</b>				
<b>H &amp; H ELECTRIC COMPANY</b>					
1065 RIDGFIELD STREET LIGHT REPR-MAY 9 201	3,736.37	01670300-52271	STREET LIGHT MAINTENANCE	21620	20140016
181 FAIRFIELD LN STREET LIGHT REPR-MAY 22 20	3,384.97	01670300-52271	STREET LIGHT MAINTENANCE	21621	20140016
	<b>7,121.34</b>				
<b>HBK WATER METER SERVICE INC</b>					
LARGE METER TEST REPAIR	1,422.80	04201400-52282	METER MAINTENANCE	13-262	
LARGE METER TEST REPAIR	1,886.63	04201400-52282	METER MAINTENANCE	13-284	
LARGE METER TEST REPAIR	1,908.55	04201400-52282	METER MAINTENANCE	13-269	
LARGE METER TESTING	322.13	04201400-52282	METER MAINTENANCE	13-233	
	<b>5,540.11</b>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on July 15 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>HD SUPPLY WATERWORKS</b>					
WATER FITTINGS	27.13	04201600-53317	OPERATING SUPPLIES	B052212	
	<u>27.13</u>				
<b>HEALTH MAINTENANCE INSTITUTE OF ILLINOIS INC</b>					
BIGGEST WINNER KICK OFF	1,680.00	01600000-52340	WELLNESS PROGRAM	3820	
	<u>1,680.00</u>				
<b>HOLSTEIN'S GARAGE</b>					
VEHICLE INSPECTIONS	210.00	01696200-53353	OUTSOURCING SERVICES	5179	
	<u>210.00</u>				
<b>HOME DEPOT</b>					
ARDEX CONCRETE SUPPLY	38.77	01670500-53317	OPERATING SUPPLIES	0212670	
CONCRETE MIX5/23/13	254.72	04101500-53317	OPERATING SUPPLIES	44063	
CORNER BRACES	21.88	01670400-53316	TOOLS	55887	
CORNER BRACES	34.35	01670400-53316	TOOLS	08660	
HYD.PAINT.SUPPY 6/19	218.38	04201600-53316	TOOLS	0207274	
KEYS	5.61	04201600-53317	OPERATING SUPPLIES	14472	
KEYS4TOWNCENTER	5.61	01670400-53317	OPERATING SUPPLIES	63732	
MEASURING TAPE	13.96	01621300-53317	OPERATING SUPPLIES	0593178	
PIPEWRENCH 6/19	42.69	04201600-53316	TOOLS	0207274	
PLYWOOD	63.88	01670600-53317	OPERATING SUPPLIES	42778	
QUICKCRETE	318.72	01670600-53317	OPERATING SUPPLIES	0623157	
SUPPLIES 4 VEHICLE 65	17.27	01696200-53317	OPERATING SUPPLIES	14056	
TORCH BLADES	71.88	04201600-53317	OPERATING SUPPLIES	44063	
	<u>1,107.72</u>				
<b>HOME PLUMBING &amp; HEATING CO INC</b>					
DWNSTR TOILET REPAIR	206.00	01680000-53319	MAINTENANCE SUPPLIES	37119	
	<u>206.00</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on July 15 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>HOTELS-MASTERCARD</b>					
CREDIT FOR LODGING K LALLY	-417.09	01662400-52223	TRAINING	53672CR	
D NEWLIN-VACTORTRAIN.	199.77	01696200-52223	TRAINING	170956	
LODGING KELLY LALLY	417.09	01662400-52223	TRAINING	53672	
	<u>199.77</u>				
<b>HOVING CLEAN SWEEP LLC</b>					
STREET SWEEPING	8,085.00	01670600-52272	PROPERTY MAINTENANCE	6861	
FY2014 STREET SWEEPING-JUNE/13	8,085.00	01670600-52272	PROPERTY MAINTENANCE	6598A	20140015
	<u>16,170.00</u>				
<b>ICCI</b>					
CODE BOOKS	71.60	01643700-53318	REFERENCE MATERIALS	100173471	
	<u>71.60</u>				
<b>IGFOA</b>					
UTILITY BILLING SEMR DAMOLARIS	80.00	01612900-52223	TRAINING	6/19/13	
	<u>80.00</u>				
<b>IEPA</b>					
NPDES FEE	1,000.00	01620100-52272	PROPERTY MAINTENANCE	ILR400308 7/13-6/14	
	<u>1,000.00</u>				
<b>ILEAS</b>					
2013 MEMBERSHIP DUES	240.00	01660100-52234	DUES & SUBSCRIPTIONS	DUES3067	
	<u>240.00</u>				
<b>ILLINOIS HOMICIDE INVESTIGATORS ASSN</b>					
REGIS FOR CONF CHACON, LALLY, JONES	525.00	01662400-52223	TRAINING	OCT 15-16 2013	
	<u>525.00</u>				
<b>ILLINOIS CITY COUNTY MANAGEMENT ASSN</b>					
MEMBERSHIP RENEWAL MELLOR	1,072.00	01590000-52234	DUES & SUBSCRIPTIONS	194250 7/13-6/14	
	<u>1,072.00</u>				



**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on July 15 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>ILLINOIS SECRETARY OF STATE</b>					
CONVENIENCE FEE- 5 VEHICLES PLATE RNWL	10.60	01660100-52212	AUTO MAINTENANCE & REPAIR	16, 01527657-59	
PLATE RENEWAL ADMINIS	101.00	01660100-52212	AUTO MAINTENANCE & REPAIR	16, 01527657-59	
PLATE RENEWAL INVESTI	101.00	01662400-52212	AUTO MAINTENANCE & REPAIR	16, 01527657-59	
PLATE RENEWAL INVESTI	101.00	01662400-52212	AUTO MAINTENANCE & REPAIR	16, 01527657-59	
PLATE RENEWAL INVESTI	101.00	01662400-52212	AUTO MAINTENANCE & REPAIR	16, 01527657-59	
PLATE RENEWAL INVESTI	101.00	01662400-52212	AUTO MAINTENANCE & REPAIR	16, 01527657-59	
	<u>515.60</u>				
<b>ILLINOIS SECTION A W W A</b>					
R GUENTHER TRAINING	45.00	04201600-52223	TRAINING	200006513	
	<u>45.00</u>				
<b>ILLINOIS STATE POLICE</b>					
CSPD LIVESCAN FEES JUNE 2013	2,000.00	01660100-53317	OPERATING SUPPLIES	ILL13340S JUNE	
LIVESCAN FEES CS LIQUOR COMM	500.00	01660100-53317	OPERATING SUPPLIES	IL022040L	
	<u>2,500.00</u>				
<b>ILLINOIS TOLLWAY</b>					
TOLL-MISSED	1.50	04200100-52234	DUES & SUBSCRIPTIONS	43411658	
	<u>1.50</u>				
<b>ILLINOIS TRUCK ENFORCEMENT ASSN</b>					
ILTRUCKENFDUES	100.00	01662300-52234	DUES & SUBSCRIPTIONS	00302	
	<u>100.00</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on July 15 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>INTERNET PURCHASE MASTERCARD</b>					
BLANKS	15.40	01662700-52223	TRAINING	6969063	
CAR CHARGER	6.76	01662700-53317	OPERATING SUPPLIES	8136213	
DOUBLE ROLL/MARQUEE	38.12	01750000-52288	CONCERT SERIES	733066442	
FLASHLIGHTS	548.59	01662700-53350	SMALL EQUIPMENT EXPENSE	49000219	
HEADSET BATTERIES	84.89	01640100-53314	OFFICE SUPPLIES	072270130	
ITUNES	1.05	01652800-52255	SOFTWARE MAINTENANCE	7/3/13	
MARQUEE	25.23	01750000-52288	CONCERT SERIES	367041709	
STARTER PISTOLS	118.55	01662700-52223	TRAINING	5014607	
WORK SHOES CLEVELAND	113.00	01622200-53324	UNIFORMS	100365463	
	<b>951.59</b>				
<b>ITRON INC</b>					
HARDWARE/SOFTWARE MTC AUG-OCT 2013	566.30	04103100-52221	UTILITY BILL PROCESSING	295342	
HARDWARE/SOFTWARE MTC AUG-OCT 2013	566.30	04203100-52221	UTILITY BILL PROCESSING	295342	
	<b>1,132.60</b>				
<b>JEWEL-OSCO</b>					
WATER/SNACK4 TRAINING	22.30	01662700-52223	TRAINING	58 6/6/13	
	<b>22.30</b>				
<b>JOHN JUNGERS</b>					
PER DIEM FOR TRNG NWU-EVANSTON 8/4-8/23	532.00	01660100-52223	TRAINING	PER DIEM 8/4	
	<b>532.00</b>				
<b>JOHN L FIOTI</b>					
LEGAL SERV FOR JUNE 12 2013	225.00	01570000-52312	PROSECUTION DUI	C S 53	
	<b>225.00</b>				
<b>KAKNES LANDSCAPE SUPPLY, INC</b>					
WATERBAGS,TREE	420.00	01670700-53317	OPERATING SUPPLIES	121058	
	<b>420.00</b>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on July 15 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>KANE, MCKENNA AND ASSOCIATES INC</b>					
NORTH/SCHMALE TIF JUNE 2013	400.00	22490000-52253	CONSULTANT	11747	
	<u>400.00</u>				
<b>KENNETH LYNCH &amp; SONS INC</b>					
BAL OF DEPOSIT BENCH	515.00	01680000-53381	TC MAINTENANCE & SUPPLIES	45236A	
BENCH 50% DEPOSIT	515.00	01680000-53381	TC MAINTENANCE & SUPPLIES	45236	
	<u>1,030.00</u>				
<b>LAFARGE FOX RIVER DECO</b>					
GRAVEL	-6.41	01670500-53317	OPERATING SUPPLIES	449536CR	
GRAVEL	85.77	01670500-53317	OPERATING SUPPLIES	449648	
GRAVEL	91.88	01670500-53317	OPERATING SUPPLIES	449536	
	<u>171.24</u>				
<b>LEADS ON LINE</b>					
LEADS ON LINE SRV 5/1/13-4/30/14	3,688.00	01662400-52255	SOFTWARE MAINTENANCE	223779	
	<u>3,688.00</u>				
<b>LEXISNEXIS</b>					
MONTHLY FEE MAY 2013	170.00	01662400-53330	INVESTIGATION FUND	20130531	
	<u>170.00</u>				
<b>LIVE VIEW GPS INC</b>					
MONTHLY FEE JUNE 2013	79.90	01664700-53330	INVESTIGATION FUND	129435	
	<u>79.90</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on July 15 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>LOWE'S HOME CENTERS</b>					
CELLCORE,PVC	227.48	01670400-53317	OPERATING SUPPLIES	8930150	
CEMENT TWN CTR	10.16	01680000-53381	TC MAINTENANCE & SUPPLIES	2972297	
COUPLINGS	28.14	01670400-53317	OPERATING SUPPLIES	17933061	
COUPLINGS	30.39	01670400-53317	OPERATING SUPPLIES	6932766	
FIRE EXT, OVN KNOBS	44.44	01680000-53319	MAINTENANCE SUPPLIES	8239333	
PAINT TRAYS VLG HL-SUPPLIES	14.64	01680000-53319	MAINTENANCE SUPPLIES	6146803	
RETURN COUPLING	-30.39	01670400-53317	OPERATING SUPPLIES	17207	
SUPPLIES BATHRM RECOR	143.18	01680000-53319	MAINTENANCE SUPPLIES	6968162	
SUPPLIES VLG HL	71.01	01680000-53319	MAINTENANCE SUPPLIES	8877968	
WEED KILLER TWN CTR	39.96	01680000-53381	TC MAINTENANCE & SUPPLIES	6146803	
	<b>579.01</b>				
<b>LYNN PEAVEY COMPANY</b>					
EVIDENCE PACKAGES	392.30	01662400-53317	OPERATING SUPPLIES	274694	
	<b>392.30</b>				
<b>MAGELLAN PROMOTIONS LLC</b>					
UNIFORMS	246.20	01670100-53324	UNIFORMS	4466	
UNIFORMS 0420	246.20	04200100-53324	UNIFORMS	4466	
	<b>492.40</b>				
<b>MARSHALLS</b>					
CLOTH ALLOW - JONES	24.99	01662400-53324	UNIFORMS	12394158513	
	<b>24.99</b>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on July 15 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>MARTIN IMPLEMENT SALES INC</b>					
HYDROSEED4RESTORATION	1,551.00	01670400-53317	OPERATING SUPPLIES	M00845	
HYDROSEEDER RNTL 5/21-24 2013	1,242.50	01670400-52264	EQUIPMENT RENTAL	R00693	
MOWER DEMO RPR	277.53	01670400-52212	AUTO MAINTENANCE & REPAIR	T05389	
MULCH BLOWER RENTAL 5/15-16	1,074.60	01670400-52264	EQUIPMENT RENTAL	R00621	
SKID STEER SWEEP ATTACH	3,794.00	01670400-54412	OTHER EQUIPMENT	M00857	
THERMO.ASSY,GASKET	42.64	01696200-53354	PARTS PURCHASED	A26060	
	<u>7,982.27</u>				
<b>MEADE ELECTRIC COMPANY INC</b>					
TRAFFIC SIGNAL MAINT MAY/2013	150.00	01670300-52350	TRAFFIC SIGNAL MAINTENANCE	659512	
	<u>150.00</u>				
<b>MELROSE PYROTECHNICS</b>					
4th of JULY DISPLAY SHARE	11,000.00	01750000-52291	MISC EVENTS/ACTIVITIES	15909	
	<u>11,000.00</u>				
<b>METROPOLITAN MAYORS CAUCUS</b>					
2012/13 DUES	1,389.89	01520000-52234	DUES & SUBSCRIPTIONS	20-13-241	
	<u>1,389.89</u>				
<b>METROPOLITON INDUSTRIES INC</b>					
EMER.PUMPSEALREPAIR	1,107.00	04101500-52244	MAINTENANCE & REPAIR	272469	
SERVICE PUMP1-TUBEWAY	460.00	01670600-52244	MAINTENANCE & REPAIR	272545	
	<u>1,567.00</u>				
<b>MID AMERICAN TECHNOLOGY INC</b>					
LOCATOR CABLES	69.00	04201600-53317	OPERATING SUPPLIES	09335	
	<u>69.00</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on July 15 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>MINUTEMAN PRESS</b>					
PERMIT ENVELOPES	597.50	01643700-53315	PRINTED MATERIALS	39768	
PROPERTY MAINTENANCE NOTICE	305.87	01643700-53315	PRINTED MATERIALS	39763	
	<u>903.37</u>				
<b>MNJ TECHNOLOGIES DIRECT</b>					
ACCESS PT/TRAIN. RM	504.11	01652800-54412	OTHER EQUIPMENT	0003255218	
APC SMART UPS	530.00	01652800-54412	OTHER EQUIPMENT	0003255487	
	<u>1,034.11</u>				
<b>MOORE &amp; DIGIOVANNI</b>					
LOCAL PROSECUTOR	3,600.00	01570000-52235	LEGAL FEES-PROSECUTION	5-29-2013	
	<u>3,600.00</u>				
<b>MORPHOTRAK INC</b>					
LIVESCAN MTC JULY/2013	432.00	01660100-52226	OFFICE EQUIPMENT MAINTENANCE	14569	
	<u>432.00</u>				
<b>MOTOR INFORMATIN SYSTEMS</b>					
ALLDATA- FY14	1,500.00	01696200-52234	DUES & SUBSCRIPTIONS	30092	
	<u>1,500.00</u>				
<b>MR SITCO</b>					
METER READINGS JULY/13	1,639.95	04103100-52221	UTILITY BILL PROCESSING	2013031	
METER READINGS JULY/13	1,639.95	04203100-52221	UTILITY BILL PROCESSING	2013031	
	<u>3,279.90</u>				
<b>MULTI PRINTING SOLUTIONS</b>					
2 PART REGISTER REC	258.60	01662600-53315	PRINTED MATERIALS	0235789	
	<u>258.60</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on July 15 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>N E M R T</b>					
ADMIN. TRAINING DUES	360.00	01660100-52223	TRAINING	166876	
INVEST. TRAINING DUES	360.00	01662400-52223	TRAINING	166876	
PATROL TRAINING DUES	3,780.00	01662700-52223	TRAINING	166876	
PLUMB PATROL	300.00	01662700-52223	TRAINING	167199	
TRAFFIC TRAINING DUES	360.00	01662300-52223	TRAINING	166876	
TRAINING 4/12/13 JOHN ZALAK	125.00	01662400-52223	TRAINING	168846	
TRAINING 4/9-4/11 2013 J ZALAK	400.00	01662400-52223	TRAINING	168449	
TRAINING DUES	540.00	01664700-52223	TRAINING	166876	
	<u>6,225.00</u>				
<b>NAMEPLATE &amp; PANEL TECHNOLOGY</b>					
PLAQUE MILLNER BENCH	27.00	01680000-53381	TC MAINTENANCE & SUPPLIES	164067	
	<u>27.00</u>				
<b>NAPA AUTO CENTER</b>					
SPARK PLUG	4.54	01696200-53354	PARTS PURCHASED	215517	
	<u>4.54</u>				
<b>NEHER ELECTRIC SUPPLY INC</b>					
LAMPS TC FOUNTAIN	469.50	01680000-53381	TC MAINTENANCE & SUPPLIES	329344-00	
	<u>469.50</u>				
<b>NEXTEL COMMUNICATIONS</b>					
MONTHLYFEE04/17-05/16	121.62	01662400-53330	INVESTIGATION FUND	144871676017	
	<u>121.62</u>				
<b>NICOR</b>					
SERV FRM 5/28 - 6/27 2013	26.33	04101500-52248	ELECTRICITY	14-30-94-70202JUN	
	<u>26.33</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on July 15 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>NMI</b>					
VEHICLE STICKER FEES MAY/2013	120.80	01610100-52256	BANKING SERVICES	249200807	
	<u>120.80</u>				
<b>NORTH FACE OUTLET</b>					
CLOTH ALLOW - EBY	66.59	01664700-53324	UNIFORMS	103753	
	<u>66.59</u>				
<b>NORTHWESTERN UNIVERSITY</b>					
TUITION FOR EXEC MGMT PRGM J JUNGERS	2,100.00	01660100-52223	TRAINING	30076	
	<u>2,100.00</u>				
<b>OFFICE DEPOT</b>					
CREDIT- INK CARTRIDGE	-54.19	01600000-53314	OFFICE SUPPLIES	659905244	
OFFICE SUPPLIES	9.99	01580000-53314	OFFICE SUPPLIES	661814396001	
OFFICE SUPPLIES	73.71	01650100-53314	OFFICE SUPPLIES	661814396001	
OFFICE SUPPLIES	27.43	01670100-53314	OFFICE SUPPLIES	659407481001	
OFFICE SUPPLIES	27.98	01662600-53314	OFFICE SUPPLIES	660859229	
OFFICE SUPPLIES	50.11	01662400-53314	OFFICE SUPPLIES	661111051001	
OFFICE SUPPLIES	54.78	01670100-53314	OFFICE SUPPLIES	662846118	
OFFICE SUPPLIES	81.36	01612900-53317	OPERATING SUPPLIES	661213725	
OFFICE SUPPLIES	246.19	01662600-53314	OFFICE SUPPLIES	660859173	
OFFICE SUPPLIES 0420	27.44	04200100-53314	OFFICE SUPPLIES	659407481001	
OFFICE SUPPLIES 0420	54.79	04200100-53314	OFFICE SUPPLIES	662846118	
	<u>599.59</u>				
<b>OMI</b>					
FY14 WRC OPERATING CONTRACT-AUGUST/13	130,405.08	04101100-52262	WRC CONTRACT	56933	20140004
WORK THRU APRIL 2013	172,589.17	04101100-54480	CONSTRUCTION	56921	
	<u>302,994.25</u>				



**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on July 15 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>OPERATION SUPPORT OUR TROOPS</b>					
DONATIONS	1,497.01	01-24227	SUPPORT OUR TROOPS RAFFLE	2013 RAFFLE	
	<u>1,497.01</u>				
<b>P &amp; G KEENE ELECTRICAL REBUILDERS LLC</b>					
ALTERNATOR	174.62	01696200-53354	PARTS PURCHASED	342832	
	<u>174.62</u>				
<b>PAHCS II</b>					
HEP B #3 INJECTION	144.72	01662700-52236	MANAGEMENT PHYSICALS	142415	
	<u>144.72</u>				
<b>PARTY CENTRAL</b>					
DARE SUPPLIES	29.98	01664765-53325	COMMUNITY RELATIONS	469407	
	<u>29.98</u>				
<b>POMPS TIRE SERVICE</b>					
TIRES	1,382.24	01696200-53354	PARTS PURCHASED	410089966	
	<u>1,382.24</u>				
<b>PORTER LEE CORPORATION</b>					
BEAST PRINTER	695.00	01662400-53350	SMALL EQUIPMENT EXPENSE	12998	
	<u>695.00</u>				
<b>RADCO COMMUNICATIONS INC</b>					
671 SWITCH REPAIR	39.95	01662400-52212	AUTO MAINTENANCE & REPAIR	78919	
680 FUSE REPLACEMENT	38.30	01662700-52212	AUTO MAINTENANCE & REPAIR	78887	
682 LED REPAIR	35.70	01662700-52212	AUTO MAINTENANCE & REPAIR	78887	
690 POLICE CAR REPAIRS	35.00	01662700-52212	AUTO MAINTENANCE & REPAIR	78887	
692 LED	45.70	01662700-52212	AUTO MAINTENANCE & REPAIR	78887	
692 PRINTER KIT	88.55	01662700-52212	AUTO MAINTENANCE & REPAIR	78887	
S&H FOR WARRANTY	15.00	01660100-52212	AUTO MAINTENANCE & REPAIR	78919	
	<u>298.20</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on July 15 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>RADIOSHACK</b>					
CAT 5 COUPLERS	73.91	01652800-53317	OPERATING SUPPLIES	59818603	
	<u>73.91</u>				
<b>REHRIG PACIFIC COMPANY</b>					
APARTMENT RECYCLING BINS	2,000.00	01650100-53379	RECYCLING CONTAINERS	LA179125	
APARTMENT RECYCLING BINS	12,581.00	01650100-57496	RECYCLING REBATES	LA179125	
	<u>14,581.00</u>				
<b>REINDERS INC</b>					
TORO GM4000 WIDE AREA MOWER	49,772.94	01670400-54412	OTHER EQUIPMENT	4023535-00	
	<u>49,772.94</u>				
<b>RESTAURANT-MASTERCARD</b>					
COFFEE4VOLUNTEERS	16.19	01662700-52223	TRAINING	962 6/5/13	
COFFEE4VOLUNTEERS	16.19	01662700-52223	TRAINING	999 6/5/13	
COFFEE4VOLUNTEERSTRNG	32.38	01662700-52223	TRAINING	784 6/7/13	
COFFEE4VOLUNTEERSTRNG	34.54	01662700-52223	TRAINING	911 6/6/13	
DARE SUPPLIES	41.94	01664765-53325	COMMUNITY RELATIONS	296010	
FOOD FOR ORAL BOARD	107.69	01510000-52228	PERSONNEL HIRING	06/13/13	
FOOD FOR ORAL BOARD	198.46	01510000-52228	PERSONNEL HIRING	06/12/13	
FOOD FOR ORAL BOARDS	10.80	01510000-52228	PERSONNEL HIRING	06/11/13 ADD	
FOOD FOR ORAL BOARDS	121.79	01510000-52228	PERSONNEL HIRING	06/11/2013	
FOOD FOR ORAL BOARDS	157.74	01510000-52228	PERSONNEL HIRING	06/10/13	
LUNCH FOR VOLUNTEERS	56.62	01662700-52223	TRAINING	06/06/2013	
LUNCH4VOLUNTEERSTRNG	11.45	01662700-52223	TRAINING	6/7/13	
LUNCH4VOLUNTEERSTRNG	42.93	01662700-52223	TRAINING	6/4/13	
LUNCH4VOLUNTEERSTRNG	45.23	01662700-52223	TRAINING	6/5/13	
LUNCH4VOLUNTEERSTRNG	84.19	01662700-52223	TRAINING	6/7/2013	
MEETING 6/17/13	161.10	01520000-52222	MEETINGS	6/17/13 MTG	
VOLUNTEER LUNCHES	84.19	01662700-52223	TRAINING	6/6/13	
	<u>1,223.43</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on July 15 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>ROYALE HOUSE</b>					
4 ENGRAVED TC BRICKS PLUE FREIGHT	141.99	01750000-53302	BRICKS	9014	
	<u>141.99</u>				
<b>SERVICE COMPONENTS INC</b>					
SUPPLIES	37.51	01696200-53317	OPERATING SUPPLIES	79422-1	
VARIOUS SUPPLIES	233.46	01696200-53317	OPERATING SUPPLIES	79422	
	<u>270.97</u>				
<b>SIGN A RAMA</b>					
SPONSORSHIP BANNERS	165.00	01750000-52288	CONCERT SERIES	1687-1	
	<u>165.00</u>				
<b>SIRCHIE FINGER PRINT LABORATORIES</b>					
FINGERPRINT KIT	59.90	01662400-53317	OPERATING SUPPLIES	0125030-IN	
	<u>59.90</u>				
<b>STAPLES</b>					
OFFICE SUPPLIES	32.97	01664700-53314	OFFICE SUPPLIES	1632767	
	<u>32.97</u>				
<b>SUBURBAN LABORATORIES INC</b>					
ROUTINE SAMPLES	359.00	04201600-52279	LAB SERVICES	27668	
ROUTINESAMPLES	383.00	04201600-52279	LAB SERVICES	28499	
	<u>742.00</u>				
<b>SUNRISE CHEVROLET</b>					
MOUNT	96.88	01696200-53354	PARTS PURCHASED	797078	
RETURN-CONNECTOR	-26.96	01696200-53354	PARTS PURCHASED	CM796461	
	<u>69.92</u>				
<b>TERRACE SUPPLY COMPANY</b>					
EQUIP RENTAL MAY 2013	29.45	01696200-52264	EQUIPMENT RENTAL	00927003	
	<u>29.45</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on July 15 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>TESTING SERVICE CORP</b>					
TESTING SERVICES CONTRACT	4,818.78	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	091101	20140003
	<u>4,818.78</u>				
<b>TEXOR PETROLEUM</b>					
REG UNLEADED W/10% ETHANOL	22,894.90	01696200-53356	GAS PURCHASED	4166109-41501	
	<u>22,894.90</u>				
<b>THE FAMILY INSTITUTE AT NORTHWESTERN UNI</b>					
E MOLLOY TRAINING 7/18/13	107.75	01662500-52223	TRAINING	7/18-19, 2013	
	<u>107.75</u>				
<b>THE UPS STORE</b>					
SHIPPING-PART	8.81	01696200-53317	OPERATING SUPPLIES	4676	
	<u>8.81</u>				
<b>THIRD MILLENIUM ASSOCIATES INCORPORATED</b>					
JUNE WATER BILL/ NOTICES	1,240.68	04103100-52221	UTILITY BILL PROCESSING	15891	
JUNE WATER BILL/ NOTICES	1,240.68	04203100-52221	UTILITY BILL PROCESSING	15891	
	<u>2,481.36</u>				
<b>THOMAS BURNS</b>					
SUMMER CONCERT 7/25 TC	1,200.00	01750000-52288	CONCERT SERIES	7/25 CONCERT	
	<u>1,200.00</u>				
<b>TIGERDIRECT.COM</b>					
FLASH MEMORY	153.82	01662759-53317	OPERATING SUPPLIES	J4150622	
	<u>153.82</u>				
<b>TITAN SUPPLY INC</b>					
TWIN 9" DISPENSER	28.00	01680000-53320	JANITORIAL SUPPLIES	3264	
	<u>28.00</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on July 15 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>TRAFFIC CONTROL &amp; PROTECTION</b>					
SIGNS	350.90	01670300-53317	OPERATING SUPPLIES	77267	
SIGNS	645.00	01670300-53317	OPERATING SUPPLIES	77236	
	<u>995.90</u>				
<b>TRANS UNION LLC</b>					
MONTHLYFEE MAY 2013	62.03	01662400-53330	INVESTIGATION FUND	05300788	
	<u>62.03</u>				
<b>TRANSYSTEMS CORPORATION</b>					
ENGR DESIGN SRV KUHN RD LAFO	6,382.22	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	2475814-2	20140007
FAIR OAKS RD 3/09 - 06/07 2013-FINAL	1,468.45	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	2477764-13	
FAIR OAKS RD BIKE PATH 05/11- 06/17 2013	3,225.40	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	2475808-22	
KUHN RD BIKE PATH PHASE III 03/09- 06/07 2013	457.83	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	2475831-14 FINAL	
	<u>11,533.90</u>				
<b>TYCO INTEGRATED SECURITY LLC</b>					
ALARM SYSTEM 6/1- 8/31 2013	38.25	04101500-52234	DUES & SUBSCRIPTIONS	96946436	
	<u>38.25</u>				
<b>TYLER TECHNOLOGIES INC</b>					
ANNUAL MUNIS SUPPORT 8/1/13 THRU 7/31/14	5,425.85	04103100-52255	SOFTWARE MAINTENANCE	045-89933	
ANNUAL MUNIS SUPPORT 8/1/13 THRU 7/31/14	5,425.86	04203100-52255	SOFTWARE MAINTENANCE	045-89933	
ANNUAL MUNIS SUPPORT 8/1/13 THRU 7/31/14	22,505.29	01612900-52255	SOFTWARE MAINTENANCE	045-89933	
MUNIS GUI SUPPORT 8/2013-7/2014	180.00	04103100-52255	SOFTWARE MAINTENANCE	045-89971	
MUNIS GUI SUPPORT 8/2013-7/2014	180.00	04203100-52255	SOFTWARE MAINTENANCE	045-89971	
MUNIS GUI SUPPORT 8/2013-7/2014	840.00	01612900-52255	SOFTWARE MAINTENANCE	045-89971	
	<u>34,557.00</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on July 15 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>U S POST OFFICE</b>					
550 NOTIFICATION	3.56	04100100-52229	POSTAGE	549	
IL DEPT OF FINANCE	5.05	01662600-53317	OPERATING SUPPLIES	266068866	
PASSPORT POSTAGE	5.05	01610100-52229	POSTAGE	266229328	
PASSPORT POSTAGE	5.05	01610100-52229	POSTAGE	266463181	
PASSPORT POSTAGE	5.05	01610100-52229	POSTAGE	266759069	
PASSPORT POSTAGE	5.05	01610100-52229	POSTAGE	266801720	
PASSPORT POSTAGE	5.05	01610100-52229	POSTAGE	266812027	
PASSPORT POSTAGE	5.05	01610100-52229	POSTAGE	267034250	
PASSPORT POSTAGE	5.05	01610100-52229	POSTAGE	267204760	
PASSPORT POSTAGE	18.11	01610100-52229	POSTAGE	267036264	
POSTAGE	5.60	01662300-53317	OPERATING SUPPLIES	342A	
URINE TO ISP LAB	12.25	01662400-53317	OPERATING SUPPLIES	133	
WATER CCR	3.56	04200100-52229	POSTAGE	219	
	<b>83.48</b>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on July 15 2013**

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<b>UNIFIRST CORPORATION</b>					
MATS/TOWELS 5/21/13	14.40	01670100-53317	OPERATING SUPPLIES	875407	
MATS/TOWELS 6/11/13	14.40	01670100-53317	OPERATING SUPPLIES	879805	
MATS/TOWELS 6/18	14.40	01670100-53317	OPERATING SUPPLIES	881253	
MATS/TOWELS 6/4/13	14.40	01670100-53317	OPERATING SUPPLIES	878361	
TOWEL/MATS 5/28/13	14.40	01670100-53317	OPERATING SUPPLIES	876859	
UNIFORM 5/28/13	48.61	01696200-52267	UNIFORM CLEANING	876859	
UNIFORM 6/11/13	48.61	01696200-52267	UNIFORM CLEANING	879805	
UNIFORM 6/18/13	48.61	01696200-52267	UNIFORM CLEANING	881253	
UNIFORM 6/4/13	48.61	01696200-52267	UNIFORM CLEANING	878361	
UNIFORMS 5/21/13	55.36	01696200-52267	UNIFORM CLEANING	875407	
WIPERS 5/21/13	51.80	01696200-53317	OPERATING SUPPLIES	875407	
WIPERS 5/28/13	51.80	01696200-53317	OPERATING SUPPLIES	876859	
WIPERS 6/11/13	51.80	01696200-53317	OPERATING SUPPLIES	879805	
WIPERS 6/18/13	51.80	01696200-53317	OPERATING SUPPLIES	881253	
WIPERS 6/4/13	51.80	01696200-53317	OPERATING SUPPLIES	878361	
	<b>580.80</b>				
<b>UPS GROUND SERVICE</b>					
COBAN SHIPMENT	14.89	01662700-53317	OPERATING SUPPLIES	391177661	
	<b>14.89</b>				
<b>USA BLUE BOOK</b>					
CHLORINE ANALYZERS	876.25	04201600-53317	OPERATING SUPPLIES	960150	
	<b>876.25</b>				
<b>VILLA PARK ELECTRICAL SUPPLY CO INC</b>					
M TIJERINA BOOTS	120.00	04201600-53324	UNIFORMS	01817751	
M ZAMECNIK BOOTS	120.00	04201600-53324	UNIFORMS	01817750	
SPLICES & FUSES	388.00	01670300-53215	STREET LIGHT SUPPLIES	01817761	
	<b>628.00</b>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on July 15 2013**

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<b>VILLAGE OF CAROL STREAM</b>					
SERV FRM 05/03 - 06/07 2013	1.44	04101500-53220	WATER	699222/20871	
SERV FRM 05/03 - 06/09 2013	44.34	04101500-53220	WATER	699223/20872	
SERV FRM 05/03 - 06/09 2013	18.38	01670100-53220	WATER	699224/20874	
SERV FRM 05/05 - 06/09 2013	52.42	01670100-53220	WATER	699225/20875	
SERV FRM 05/05 - 06/09 2013	78.14	01680000-53220	WATER	699228/20878	
SERV FRM 05/05 - 06/09 2013	372.26	01680000-53220	WATER	699226/20876	
SERV FRM 05/21 - 06/04 2013	831.81	01680000-53220	WATER	699227/20877	
	<u>1,398.79</u>				
<b>VILLAGE OF LOMBARD</b>					
LODGING-ILCMA SUMMER CONF 6/11-6/14 BREI	436.66	01590000-52222	MEETINGS	2013-00002043	
	<u>436.66</u>				
<b>WAL MART</b>					
BATTERIES	59.88	01660100-53317	OPERATING SUPPLIES	04473	
DARE SUPPLIES	19.60	01664765-53325	COMMUNITY RELATIONS	08312	
SUPPLIES-ORAL BOARDS	22.16	01510000-52228	PERSONNEL HIRING	09397	
WORK PANTS J RUP	115.69	01680000-53324	UNIFORMS	06269	
	<u>217.33</u>				
<b>WATER PRODUCTS-AURORA</b>					
B-BOX PARTS	576.13	04201600-53317	OPERATING SUPPLIES	0240344	
CURB BOX COUPLER	35.58	04201600-53317	OPERATING SUPPLIES	0240442	
REPLACE YARD HYDRANT	135.00	04201600-53317	OPERATING SUPPLIES	0240343	
WATERMAIN REPAIR CLAMP	399.76	04201600-53317	OPERATING SUPPLIES	0239871	
	<u>1,146.47</u>				
<b>WATER SERVICES</b>					
LEAK DETECTION @MUNSON	275.00	04201600-52244	MAINTENANCE & REPAIR	20146	
	<u>275.00</u>				



**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on July 15 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>WAUSAU TILE</b>					
PLASTIC LINER	173.89	01680000-53381	TC MAINTENANCE & SUPPLIES	443101	
	<u>173.89</u>				
<b>WAYNE TOWNSHIP ROAD DISTRICT</b>					
INV 2330944-6 WAS PAID TWICE IN BILLING ERR	3,484.84	01000000-47601	DEVELOPER CONTRIBUTION	PD TWICE	
REFUND OVERPAYMENT ON INV 7664	1,218.88	11000000-47601	DEVELOPER CONTRIBUTION	OVPD INV 7664	
	<u>4,703.72</u>				
<b>WE GROW DREAMS</b>					
FLOWERS VLG HALL	114.37	01680000-53319	MAINTENANCE SUPPLIES	10-3352	
	<u>114.37</u>				
<b>WELCH BROS INC</b>					
ADJ RINGS - SEWER REPAIR	228.84	01670600-53317	OPERATING SUPPLIES	460538	
	<u>228.84</u>				
<b>WHEATON MULCH INC</b>					
GRASS SEED	294.00	01670400-53317	OPERATING SUPPLIES	13-1366	
LIMESTONECHIPS	105.00	04201600-53317	OPERATING SUPPLIES	13-1997	
	<u>399.00</u>				
<b>WHOLESALE DIRECT INC</b>					
55WATT BULBS	30.61	01696200-53354	PARTS PURCHASED	000200633	
	<u>30.61</u>				
<b>XEROX CAPITAL SERVICES LLC</b>					
LEASE 5/2013	1,472.86	01650100-53317	OPERATING SUPPLIES	068261981	
	<u>1,472.86</u>				
<b>ZEUS BATTERY PRODUCT</b>					
BARRICADES/LOCATOR BATTERIES	199.20	01670300-53317	OPERATING SUPPLIES	00157709	
LOCATORS 5/28/13	45.00	04201600-53317	OPERATING SUPPLIES	00157709	
	<u>244.20</u>				

**Village of Carol Stream  
 Schedule of Bills  
 For Village Board Approval on July 15 2013**

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ZIEGLERS ACE HARWARE					
SUPPLIES	4.99	01621300-53317	OPERATING SUPPLIES	194700	
	<u>4.99</u>				
<b>GRAND TOTAL</b>	<b><u><u>\$1,194,094.63</u></u></b>				

The preceding list of bills payable totaling \$ 1,194,094.63 was reviewed and approved for payment.

Approved by:

  
\_\_\_\_\_  
Joseph Breinig - Village Manager

Date: 7/12/13

Authorized by:

\_\_\_\_\_  
Frank Saverino Sr - Mayor

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

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

# AGENDA ITEM

K-2 7-15-13

## ADDENDUM WARRANTS July 2, 2013 thru July 15, 2013

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll June 24, 2013 thru July 7, 2013	504,083.10
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll June 24, 2013 thru July 7, 2013	<u>38,599.46</u>
General	A C H	Wheaton Bank & Trust	Special Payroll July 7, 2013	<u>26,345.25</u>
Water & Sewer	A C H	Wheaton Bank & Trust	Special Payroll July 7, 2013	<u>18,271.50</u>
				<u>542,682.56</u>

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2013

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

\_\_\_\_\_  
Beth Melody - Village Clerk