

Village of Carol Stream

BOARD MEETING

AGENDA

May 4, 2015

7:30 PM

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

B. MINUTES:

1. Approval of Minutes of the April 20, 2015 Village Board Meeting.
2. Approval but not Release of the Executive Session Minutes of the April 20, 2015 Village Board Meeting.

C. LISTENING POST:

1. Swearing In of Frank Saverino, Sr., Laura Czarnecki, Mary Frusolone, Greg Schwarze and David Hennessey by Judge Kenneth L. Popejoy.
2. Swearing In of Mike Zochert as Police Commander.
3. Appointment to the Plan Commission/Zoning Board of Appeals and the Swearing In of Charlie Tucek as Commissioner on the Plan Commission/Zoning Board of Appeals. *Recommendation to appoint Charlie Tucek to the Plan Commission/Zoning Board of Appeals for a term expiring October 31, 2017.*
4. Year of the Volunteer Spotlight: Jim Knudsen, Director of Engineering Services-Pond & Stream Sweep.
5. Proclamation Designating May Bicycle Safety Month in Carol Stream.
6. Proclamation Designating May Building Safety Month.
7. Proclamation Designating May 2015 Motorcycle Awareness Month.
8. Proclamation Proclaiming May 10-16, 2015 as Police Week in Carol Stream.
9. Addresses from Audience (3 Minutes).

D. PUBLIC HEARINGS:

E. SELECTION OF CONSENT AGENDA:

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

F. BOARD AND COMMISSION REPORTS:

G. OLD BUSINESS:

H. STAFF REPORTS AND RECOMMENDATIONS:

1. West Branch/Fair Oaks Road Bike Trail Temporary and Permanent Easement Purchase-28W511 St. Charles Road. *Staff recommends approval of payment*

of \$34,095.40 be made to the property owner upon receipt of recording confirmation and clear title.

2. Pond Shoreline and Wetland Maintenance for FY 2015-2016-Waive Bids and Award Contract. *Staff recommends bid process be waived and the 2015-2016 Pond Shoreline and Wetland Maintenance Contract be awarded to Bedrock Earthscapes, LLC for \$24,710.00.*
3. Memo of Understanding for a Detective to Participate in the Child Exploitation Task Force with the FBI. *Staff recommends approval of the Memorandum of Understanding with the Federal Bureau of Investigation for the Child Exploitation Task Force.*
4. Non-Union Compensation Recommendation. *Staff recommends deferring general wage adjustments until additional data becomes available and funding the performance based compensation program at a 2% adjustment for 2015-16 fiscal year.*

I. ORDINANCES:

1. Ordinance No. _____ Approving a Special Use Permit to allow an Outdoor Seating Area Ancillary to a Restaurant in the B-2 Zoning District. (Manhattan's American Bar & Grill, 300 S. Schmale Road) *Staff presented this Ordinance on the April 20, 2015 Board Meeting, but with further review the Zoning District was not correct and Exhibits were not attached. Staff recommends Zoning approval for outdoor seating with alcohol service.*
2. Ordinance No. _____, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Decreasing the Number of Class F Liquor Licenses from 6 to 5-Wings of Roselle, LLC d/b/a Wingstop, 566 W. Army Trail Road. *Staff recommends decreasing the Class F Liquor Licenses by 1 due to Wingstop voluntarily relinquishing their Liquor License.*
3. Ordinance No. _____, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Decreasing the number of Class C Liquor Licenses from 22 to 21-Fair Oaks Liquor, Inc. d/b/a Fair Oaks Liquor, 1420 W. Army Trail Road. *Staff recommends approval of reducing the number of Class C Liquor Licenses by 1 due to the closing of Fair Oaks Liquor.*

J. RESOLUTIONS:

1. Resolution No. _____ Declaring Surplus Property owned by the Village of Carol Stream, Police Department. *Staff recommends three (3) seized vehicles be declared as surplus for sale so they may go to auction through the Insurance Auto Auction, Inc.*
2. Resolution No. _____ accepting a Grant of a Water Main Easement for Aldi, Inc., 330 Schmale Road. *Staff recommends approval of the Schmale and St. Charles Road Water Main Easement for Aldi, Inc., 330 Schmale Road.*
3. Resolution No. _____ accepting a Grant of a Water Main Easement for Rilan Corporation, 362 Schmale Road. *Staff recommends approval of the Schmale and St. Charles Road Water Main Easement for Rilan Corporation, 362 Schmale Road.*
4. Resolution No. _____ accepting a Grant of a Water Main Easement for Chicago Medinah Temple Association, 24W280 St. Charles Road. *Staff*

recommends approval of the Schmale and St. Charles Road Water Main Easements for Chicago Medinah Temple Assoc., 24W280 St. Charles Road.

5. Resolution No. _____ Approving a Plat of Dedication for Public Right-of-Way Purposes-Fair Oaks Road. *Staff recommends approving the Plat of Dedication for Fair Oaks Road.*

K. NEW BUSINESS:

1. Village Bible Church-4 Day Soccer Camp. *Staff recommends approval of an Agreement between the Village of Carol Stream and Village Bible Church to hold a 4 day soccer camp at the Kuhn/Birchbark detention basin.*

L. PAYMENT OF BILLS:

1. Regular Bills: April 20, 2015 through May 3, 2015.
2. Addendum Warrants: April 20, 2015 through May 3, 2015.

M. REPORT OF OFFICERS:

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

N. EXECUTIVE SESSION:

O. ADJOURNMENT:

LAST ORDINANCE 2015-04-06 LAST RESOLUTION 2795
NEXT ORDINANCE 2015-05-07 NEXT RESOLUTION 2796

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

April 20, 2015

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

Also Present: Village Manager Joe Breinig, Assistant Village Manager Bob Mellor, Village Attorney Jim Rhodes, Assistant Village Attorney Mallory Milluzzi 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.

MINUTES:

Trustee McCarthy moved and Trustee Schwarze made the second to approve the Minutes of the April 20, 2015 Regular 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

Abstain: 0

Absent: 0

The motion passed.

Trustee Frusolone moved and Trustee Gieser made the second to approve but not release the Minutes of the April 6, 2015 Executive Session Meeting of Village Board. The results of the roll call vote were as follows:

Ayes: 6 Trustees LaRocca, Gieser, Frusolone, Weiss, Schwarze And McCarthy

Abstain: 0

Absent: 0

The motion passed.

LISTENING POST:

1. Resolution No. 2787, Honoring David Hennessey for his Service on the Plan Commission/Zoning Board of Appeals and Board of Fire and Police Commissioners. *Resolution read by Trustee McCarthy.*

Trustee Weiss moved and Trustee McCarthy made the second to approve Resolution No. 2787, Honoring David Hennessey for his service on the Plan Commission/Zoning Board of Appeals and Board Fire and Police Commissioners. The results of the roll call vote were as follows:

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

Nays: 0

Absent: 0

The motion passed.

2. Resolution No. 2788, Honoring Robert "Bob" Gles upon his Retirement from Employment within the Village of Carol Stream. *Resolution read by Mayor Saverino.*

Trustee Gieser moved and Trustee LaRocca made the second to approve Resolution No. 2788, Honoring Bob Gles upon his retirement from employment within the Village of Carol Stream. The results of the roll call vote were as follows:

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

Nays: 0

Absent: 0

The motion passed.

3. Resolution No. 2789, Commending Beth Melody for Service as Village Clerk. Resolution read by Mayor Saverino.

Trustee Schwarze moved and Trustee McCarthy made the second to approve Resolution No. 2789, Commending Beth Melody for her Service as Village Clerk. The results of the roll call vote were as follows:

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

Nays: 0

Absent: 0

The motion passed.

4. Resolution No. 2790, Commending Donald "Don" Weiss for his Service as Village Trustee. Resolution read by Mayor Saverino.

Trustee McCarthy moved and Trustee Frusolone made the second to approve Resolution No. 2790, Commending Don Weiss for his Service as Village Trustee. The results of the roll call vote were as follows:

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

Nays: 0

Absent: 0

The motion passed.

Trustee Weiss stated the following:

No one goes into public service without the support of their family and I would like to introduce my family, who have been the best supporters, campaigners and the two people who make me proud every day...my wife Lisa and our daughter Sydney.

Mayor Saverino, my family and I cannot begin to thank you adequately for the kindness and encouragement that you have shown us during my years as a Trustee. I remember first meeting you at the Town Center to introduce myself and tell you I was considering running for Village Trustee. Since then, you supported me and encouraged me to express my views on the issues before the Village Board which I felt were in the best interests of our community.

We've watched you celebrate your victories, stood with you during times of sadness, and joined you in the sense of pride you have for our community. All I can say is thank you for your friendship.

My fellow trustees, we have worked together as a team during these years. I especially want to thank Rick Gieser, Mike Drager and Greg Schwarze, whom I was on the ballot with in 2007. Unlike so many other communities where politics is an unpleasant experience, we became friends during our first campaign together. You are all honorable leaders in serving our community as trustees.

I am especially grateful that Trustee-Elect Dave Hennessey will be joining you on the Village Board. Dave comes to you from serving on the Plan Commission for several years, which is where I started 14 years ago. That was the best training camp to serve in before moving on to the Village Board and I am confident that Trustee Hennessey will serve our community well, and I wish him many years of success in elected office.

Village Manager Breinig and distinguished members of the Village staff...I respect the work you do each day.

I always tried to be sensitive to your busy schedules and not bother you too much with questions or one of my "off the wall" ideas. But you all demonstrate the utmost in professionalism and talents that make the Village one of the leaders in DuPage County.

As I end my time as a Village Trustee, I would like to quote the Supreme Court Justice Louis Brandise who said: "The most important office in a democracy is the title of Citizen". Now, I return to that most important role of citizen but I will always remember the years that I had the honor of serving my fellow citizens of Carol Stream.

God bless you all.

5. Resolution No. 2791, Honoring Lisa Lake upon her 20th Anniversary of Employment with the Village of Carol Stream Police Department.
Resolution read by Trustee Frusolone.

Trustee Gieser moved and Trustee Frusolone made the second to approve Resolution No. 2791, Honoring Lisa Lake upon her 20th Anniversary of Employment with the Village of Carol Stream Police Department. The results of the roll call vote were as follows:

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

Nays: 0

Absent: 0

The motion passed.

Trustee Frusolone moved and Trustee McCarthy made the second to close the public hearing on the Annual Budget for the 2015-2016 Fiscal Year beginning May 1, 2015. The results of the roll call vote were as follows:

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

Nays: 0

Absent: 0

CONSENT AGENDA:

Trustee Gieser moved and Trustee Schwarze 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

Absent: 0

The motion passed.

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

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

Nays: 0

Absent: 0

The motion passed.

- 1.** Plan Commission: #15058-Manhattan's American Bar & Grill, 300 S. Schmale Road-Special Use Permit-Outdoor Seating; Zoning approval for outdoor seating with alcohol service.
- 2.** Motion authorizing a base order of 2,100 tons of rock salt from Morton Salt, Inc.

3. Motion ratifying Change Order #1 to the WRC Pump Rehab Project in the amount of \$3,964.00.
4. Fair Oaks/West Branch Bike Trail Temporary Easement Purchase-2N660 Fair Oaks Road.
5. 2015 Asphalt Restorative Sealer-Request to Waive Bids and Award Contract.
6. Ordinance No. 2015-04-04 adopting the Annual Budget of the Village of Carol Stream in the amount of \$48,536,026 for the FY15/16 Fiscal Year beginning May 1, 2015 and ending April 30, 2016.
7. Ordinance No. 2015-04-05 authorizing the Amendment of the annual Budget of the Village of Carol Stream for the Fiscal Year ending April 30, 2015.
8. Ordinance No. 2015-04-06 approving a Special Use Permit to allow an Outdoor Seating Area Ancillary to a Restaurant in the B-3 Zoning District. (Manhattan's American Bar & Grill, 300 S. Schmale Road)
9. Resolution No. 2792 declaring surplus property owned by the Village of Carol Stream, Public Works Department.
10. Resolution No. 2793 declaring surplus property owned by the Village of Carol Stream, Community Development Department.
11. Resolution No. 2794 authorizing the execution of an Illinois Department of Transportation Preliminary Engineering Services Agreement for Federal Participation/Supplement No. 1-west Branch Fair Oaks Road Bike Trail.
12. Resolution No. 2795 authorizing the execution of an Illinois Department of Transportation Construction Engineering Services Agreement for Federal Participation/Award of Contract-West Branch Fair Oaks Road Bike Trail.
13. Relay for Life/American Cancer Society-Amplification Permit.
14. Just Play/Carol Stream Park District-Amplification Permit & Amusement Device License.
15. Just Run 5k Race/Carol Stream Park District-Sound Amplification Permit.
16. Payment of Regular & Addendum Warrant of Bills.
17. Treasurer's Report: Revenue/Expenditure Statements and Balance Sheet for the Month Ended March 31, 2015.

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

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

Nays: 0

Absent: 0

The motion passed.

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

Plan Commission; #15058-Manhattan's American Bar & Grill-300 S. Schmale Road; Special Use Permit-Outdoor Seating, Zoning Approval for outdoor seating with alcohol service:

The Village Board concurred with the Plan Commission recommendation.

Motion authorizing a base order of 2,100 tons of rock salt from Morton Salt, Inc., in accordance with the terms and conditions as established under DuPage County Bid #14-084:

The Village Board approved purchasing the rock salt from Morton Salt, Inc. in accordance with the DuPage County Bid #14-084.

Motion ratifying Change Order #1 to the WRC Pump Rehab Project in the amount of \$3,964.00:

The Village Board approved Change Order #1 to the WRC Pump Rehab Project in the amount of \$3,964.00.

Fair Oaks/West Branch Bike Trail Temporary Easement Purchase-2N660 Fair Oaks Road:

The Village Board approved payment of \$3,000 for the Fair Oaks/West Branch Bike Trail Temporary Easement-2N660 Fair Oaks Road.

2015 Asphalt Restorative Sealer-Request to Waive Bids and Award Contract:

The Village Board approved waiver of bids for the 2015 Asphalt Restorative Sealer and award a contract to CAM, LLC in the amount of \$59,660.64.

Ordinance No. 2015-04-04 adopting the Annual Budget of the Village of Carol Stream in the amount of \$48,536,026 for the FY 15/16 Fiscal Year beginning May 1, 2015 and ending April 30, 2016:

The Village Board approved adoption of the Annual Budget of the Village of Carol Stream for the FY 15/16 Fiscal Year beginning May 1, 2015 and ending April 30, 2016.

Ordinance No. 2015-04-05 authorizing the Amendment of the Annual Budget of the Village of Carol Stream for Fiscal Year ending April 30, 2015:

The Village Board approved an Amendment to the Annual Budget of the Village of Carol Stream for Fiscal Year ending April 30, 2015.

Ordinance No. 2015-04-06 approving a Special Use Permit to allow an Outdoor Seating Area Ancillary to a Restaurant in the B-3 Zoning District:

The Village Board approved Zoning for outdoor seating with alcohol service for Manhattan's American Bar & Grill, 300 S. Schmale Road.

Resolution No. 2792 declaring Surplus Property owned by the Village of Carol Stream, Public Works Department:

The Village Board approved declaring property located in the Public Works Department as surplus and may be authorized for trade in or disposal.

Resolution No. 2793 declaring Surplus Property owned by the Village of Carol Stream, Community Development Department:

The Village Board approved declaring surplus a 2002 Chevrolet Impala and disposing of the vehicle by auction or trade-in.

Resolution No. 2794 authorizing the execution of an Illinois Department of Transportation Preliminary Engineering Services Agreement for Federal Participation/Supplement No. 1-West Branch Fair Oaks Road Bike Trail:

The Village Board approved the IDOT Construction Engineering Services Agreement for Federal Participation/ Supplement No. 1 regarding the West Branch Fair Oaks Road Bike Trail in the amount of \$22,238.52.

Resolution No. 2795 authorizing the execution of an Illinois Department of Transportation Construction Engineering Service Agreement for Federal Participation/Award of Contract-West Branch Fair Oaks Road Bike Trail:

The Village Board approved the IDOT Construction Engineering Services Agreement for Federal Participation/Award of Contract regarding the West Branch Fair Oaks Road Bike Trail in the amount of \$180,613.24.

Relay for Life/American Cancer Society-Amplification Permit:

The Village Board approved waiver of the Amplification Permit fee for the American Cancer Society which will be hosting their Relay for Life event on June 27, 2015 at the Ross Ferraro Town Center.

JustPlay/Carol Stream Park District-Amplification Permit and Amusement Device License:

The Village Board approved waiver of the Amplification Permit fee and Amusement Device License fee for the JustPlay event being held at the Ross Ferraro Town Center on May 16, 2015.

Just Run 5k Race-Carol Stream Park District-Sound Amplification Permit:

The Village Board approved waiver of the Amplification Permit Fee for Just Run 5k Race being held at Bierman Park on May 16, 2015.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved payment of the Regular Bills dated April 20, 2015 in the amount \$308,293.62. The Village Board approved the payment of the Addendum Warrant of Bills from April 7, 2015 thru April 20, 2015 in the amount of \$710,698.57.

Treasurer's Report for the Month Ended March 31, 2015:

The Village Board received the Treasurer's Report: Revenue/Expenditure Statements and Balance Sheet for the Month Ended March 31, 2015.

Report of Officers:

Trustee Gieser thanked David Hennessey, Don Weiss, Beth Melody, Bob Glees and Lisa Lake for their service. The 4th of July Parade Committee fund raiser is tomorrow at Culvers and at Jersey Mikes on May 2nd and 3rd. Please donate to the current food drive. Carol Stream has ties to Arbor Day. Morton Road is named after J. Sterling, Morton's son.

Trustee Frusolone thanked Trustee Weiss and Clerk Melody for their years of service to the Village of Carol Stream. Good luck to Bob Glees on his retirement. Congratulations to Lisa Lake for 20 years of service to the Village of Carol Stream. Trustee Frusolone stated she was asked to read the Tornado Awareness Proclamation because her son is a storm chaser who was in Rochelle when the tornado hit. She responded to the tornado disaster area to assist with storm clean up.

Trustee Schwarze stated the Carol Stream Fire Protection District sent a technical rescue crew to tornado damaged Fairdale. Thank you Bob Glees for your years of service to the Village of Carol Stream. Thank you Beth Melody for putting your heart into your job and for being a dedicated public servant. Thank you to Don Weiss for your service to the Village of Carol Stream and we will miss you. Please shop in Carol Stream.

Trustee LaRocca thanked Trustee Weiss for his dedicated service to the Village of Carol Stream and for your valuable advice. You are a special person. Thank you Beth for your 8 years of dedicated service to the Village of Carol Stream. Congratulations to Bob Glees on your retirement and to Lisa Lake for her 20 years of service to the Village of Carol Stream. Thank you David Hennessey for your service on the Plan Commission and Board of Fire and Police. He stated Staff Sgt. Gerald Lundy from the Army 10th Mountain Division passed away last week.

Trustee Weiss congratulated Bob Glees on his retirement from the Village of Carol Stream. Thank you Beth for your 8 years of dedicated service to the Village of Carol Stream. Congratulations to Lisa Lake for her 20 years of service to the Village of Carol Stream. Thank you David Hennessey for your service on the Plan Commission and Board of Fire and Police.

Trustee McCarthy thanked Trustee Weiss and Clerk Melody for their years of service to the Village of Carol Stream. Good luck to Bob Glees on his retirement.

Congratulations to Lisa Lake for 20 years of service to the Village of Carol Stream. Thank you to the VFW Post for their presentation.

Clerk Melody congratulated Don Weiss, Bob Glees and Lisa Lake. Happy 25th Anniversary to her husband. She will not be at the next Board Meeting as it is her 50th birthday.

Attorney Rhodes stated Village Board concurred with Village Attorney's recommendation to allow Mayor to sign revised IMET Agreement. Congratulations to all.

Village Manager Breinig congratulated everyone; Lisa Lake, Beth Melody, Don Weiss and Bob Glees. The energy workshop at the Village Hall is scheduled for May 7th. He stated the Pond and Stream Sweep is on May 16 and asked people to please sign up to help.

Mayor Saverino congratulated everyone.

At 9:25 p.m. Trustee Schwarze moved and Trustee Frusolone made the second to adjourn the meeting to Executive Session to discuss Sections 2.C.1 and 2.C.5 of the Open Meetings Act, Salary Schedules for one or more Classes of Municipal Employees and Acquisition of Real Property. There will be no Village Board action following Executive Session and the meeting will adjourn thereafter. The results of the roll call vote were as follows:

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

Nays: 0

Absent: 0

The motion passed.

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Village Trustees
FROM: Frank Saverino, Sr., Mayor *FS SK*
DATE: April 27, 2015
RE: Plan Commission/Zoning Board of Appeals Appointment

The election of Dave Hennessey to the Village Board creates a vacancy on the Plan Commission/Zoning Board of Appeals (PC/ZBA). I am recommending the appointment of Charlie Tucek to fill Mr. Hennessey's unexpired term. Mr. Tucek is a life-long resident. Attached you will find a letter expressing interest in the position. Your concurrence with this appointment is requested. Mr. Tucek's term will expire on October 31, 2017.

FS/dk

cc: Charlie Tucek

Denise Kalke

From: C Tucek <ctucek1@earthlink.net>
Sent: Tuesday, February 17, 2015 12:52 PM
To: Frank Saverino
Subject: Charlie Tucek, Planning Commision Opportunity

2/17/15

Mr. Frank Saverino
Office of Mayor
Carol Stream, IL

Dear Mr. Saverino:

Please accept this letter for my consideration on the recently vacated planning commission seat.

As a life lone resident, I do believe I have seen past efforts, some good and some not so good, and the effect they have on the village. I will work to make sure that future projects are presented to the village that will only make the village stronger...and more desirable for residents AND businesses.

While growing up and living in Carol Stream, I have also had the opportunity to travel extensively in the US due to past employment positions. It is this travel that allows me to have a broader view of how other towns, villages, and cities work on similar problems, not just how Carol Stream has done things in the past.

Being able to tap long time resources is also a strength that I feel I can bring to the position. In the case of not knowing an answer in a particular area of discussion, some of the resources I can query include a local General Contractor that has done business with the Army Corp of Engineers and the city of Chicago, an engineer for the Illinois Department of Transportation, and the former Attorney General of Indiana. Again these are just some of the resources I have access to.

Currently I am employed by SNK America, a CNC machine manufacture, based in Mount Prospect, IL working in parts sales and warehouse activities.

I serve as secretary of the Midwest Division of the TCA (Train Collectors Association), a national 27,000+ member association. We follow the Roberts Rules of Order as does Carol Stream I believe.

Lastly and probably most importantly, I care very much about the future of Carol Stream and would like the opportunity to provide input as to the direction of changes that will take place now, but affect the village for many years after.

Sincerely,

Charlie Tucek

630-886-4514 (cell)

ctucek1@earthlink.net

278 Allegro Ln.

Carol Stream, IL 60188

PROCLAMATION

Designating May Bicycle Safety Month in Carol Stream

WHEREAS, for more than a century, Americans have had a great affinity for the bicycle as both an alternate form of transportation as well as a source of recreation to promote health and fitness; and

WHEREAS, over the past decade, the Village has made a significant investment in its pedestrian/bike trail system that has included the construction of pathways along Lies and Kuhn Roads as well as future pathway construction planned along Fair Oaks Rd. and Gary Ave. and connecting trail links along Lies and Kuhn Roads; and

WHEREAS, along with the growing expansion of the regional railway system has come an increasing legion of bicyclists who rely on this infrastructure for both commuting and recreation many who have limited knowledge of the laws and safety measures governing roadway interactions between cyclists and motorists; and

WHEREAS, since its inception in 2007, the Police Department has been a local agency supporter of the IDOT-sponsored 'Share the Road' campaign to urge motorists and cyclists to safely share the roadways in an effort to reduce crashes, prevent injuries and fatalities; and

WHEREAS, the Village has joined the League of Illinois Bicyclists Mayor's Bike Safety Challenge to encourage Carol Stream bicyclists and vehicle operators alike to visit www.BikeSafetyQuiz.com to learn critical safety measures by taking the interactive quizzes for adult and young bike riders as well as local motorists.

NOW, THEREFORE BE IT PROCLAIMED THAT I, Mayor Frank Saverino, Sr. and the Village Board of Trustees of the Village of Carol Stream, DuPage County, in the exercise of its home rule powers does hereby proclaim

May as Bicycle Safety Month

in the Village and encourages local bicyclists and motorists of all ages to increase their knowledge on how to safely share local roadways.

PROCLAIMED THIS 4th DAY OF May 2015.

Frank Saverino Sr. - Mayor

Laura Czarnecki, Village Clerk

**PROCLAMATION
DESIGNATING MAY BUILDING SAFETY MONTH**

AGENDA ITEM
C-6 5-4-15

WHEREAS, Carol Stream's continuing efforts to address the critical issues of safety, energy efficiency, and resilience in the built environment that affect our citizens, both in everyday life and in times of natural disaster, give us confidence that our structures are safe and sound, and;

WHEREAS, our confidence is achieved through the work of building safety and fire prevention officials, architects, engineers, builders, tradespeople, laborers and others in the construction industry who work year-round to ensure the safe construction of buildings, and;

WHEREAS, the dedicated members of the International Code Council use a governmental consensus process that brings together local, state and federal officials with expertise in the built environment to create and implement the highest quality codes to protect Americans in the buildings where we live, learn, work, worship and play, and;

WHEREAS, the International Codes, the most widely adopted building safety, energy and fire prevention codes in the nation, are used by most U.S. municipalities, counties and states; these modern building codes also include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildfires, floods and earthquakes, and;

WHEREAS, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our local code officials, who assure us of safe, efficient and livable buildings, and;

WHEREAS, *Resilient Communities Start with Building Codes* is the theme for Building Safety Month 2015, encouraging all Americans to raise awareness of the importance of safe and resilient building construction, fire prevention, disaster mitigation, backyard safety, energy efficiency and new technologies in the construction industry, and;

WHEREAS, Building Safety Month 2015 encourages appropriate steps everyone can take to ensure that the places where we live, learn, work, worship and play are safe and sustainable, and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies, and;

WHEREAS, each year, in observance of Building Safety Month, Americans are asked to consider projects to improve building safety and sustainability at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, BE IT PROCLAIMED THAT I, FRANK SAVERINO, SR., AND THE CAROL STREAM VILLAGE BOARD OF TRUSTEES do hereby proclaim

May 2015 as Building Safety Month in Carol Stream

and encourage home and commercial property owners to recognize Building Safety Month by participating in sponsored activities.

PROCLAIMED THIS 4th DAY OF MAY, 2015.

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

PROCLAMATION

DESIGNATING MAY 2015 MOTORCYCLE AWARENESS MONTH

WHEREAS, safety is the highest priority for the highways and streets of our Village and State; and

WHEREAS, the great State of Illinois is proud to be a national leader in motorcycle safety, education and awareness; and

WHEREAS, motorcycles are a common and economical means of transportation that reduces fuel consumption and road wear, and contributes in a significant way to the relief of traffic and parking congestion; and

WHEREAS, it is especially important that the citizens of our Village and State be aware of motorcycles on the roadways and recognize the importance of motorcycle safety; and

WHEREAS, the members of A.B.A.T.E. of Illinois, Inc., continually promote motorcycle safety, education and awareness in high school drivers' education programs and to the general public in our Village and State, presenting motorcycle awareness programs to cover 102,000 participants in Illinois in the past five years alone; and

WHEREAS, all motorcyclists should join A.B.A.T.E. of Illinois, Inc. in actively promoting the safe operation of motorcycles, as well as promoting motorcycle safety, education and awareness to the citizens of our Village and State; and

WHEREAS, the motorcyclists of Illinois have contributed extensive time, money and community service to national and community charitable organizations; and

WHEREAS, during the month of May, all roadway users should join together in the safe sharing of roadways within the Village as well as in all other Illinois communities.

NOW, THEREFORE BE IT RESOLVED THAT, I, Frank Saverino, Sr., Mayor & The Carol Stream Board of Trustees, DuPage County, Illinois, do hereby proclaim

MAY 2015 MOTORCYCLE AWARENESS MONTH

in Carol Stream and urge all motorists to join the 638,000 members of A.B.A.T.E. Illinois in an effort to improve safety and awareness on our roadways for motorcyclists.

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

PROCLAMATION

AGENDA ITEM
C-8 5-4-15

Proclaiming May 10 – 16, 2015 as Police Week in Carol Stream

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Carol Stream Police Department; and

WHEREAS, nearly 60,000 assaults against law enforcement officers are reported each year, resulting in approximately 16,000 injuries;

WHEREAS, since the first recorded death in 1791, almost 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

WHEREAS, in 2013, 321 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 117 officers killed in 2014 and 156 officers killed in previous years; and

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 27th Annual Candlelight Vigil, on the evening of May 13, 2015; and

WHEREAS, May 15th of each year is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff.

NOW, THEREFORE, BE IT PROCLAIMED THAT I, MAYOR FRANK SAVERINO SR. & THE BOARD OF TRUSTEES OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS in the exercise of its home rule powers does hereby proclaim

May 10 - 16, 2015 Police Week in Carol Stream

and publicly salutes the service of Carol Stream Police Officers and those in communities all across our nation.


PROCLAIMED THIS 4th DAY OF MAY 2015.

Frank Saverino Sr. - Mayor

ATTEST:

Laura Czarnecki, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: William N. Cleveland, Assistant Village Engineer 
DATE: April 29, 2015
RE: West Branch/Fair Oaks Road Bike Trail Temporary and
Permanent Easement Purchase - 28W511 St. Charles Road

In September of 2014 the Village Board approved the "Local Agency Agreement for Federal Participation" to use ITEP funding to purchase temporary and permanent easements for the Fair Oaks/West Branch Bike Trail. It was estimated that \$96,000 would be required, with 50% from ITEP funds and 50% from Village and Township funds.

Since then, Santacruz Associates (the Village's property negotiator) has come to terms with the property owner for the cost to dedicate the easements, including additional landscaping costs. An offer of \$34,095.40 has been accepted and documents are ready to be recorded. After payment, the Village will receive 50% (\$17,047.70) from ITEP funds through IDOT and 25% (\$8,523.85) from the Township. One additional easement remains to be purchased from a property owner on Fair Oaks Road.


Engineering staff therefore recommends that payment of \$34,095.40 be made to:

Donald P. Kesmar and
Shirley J. Kesmar
28W511 St. Charles Road
West Chicago, IL 60185

Upon receipt of recording confirmation and clear title from Wheatland Title Guaranty Company the Village may issue the check.

Cc: James T. Knudsen, Director of Engineering Services
Jon Batek, Finance Director

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: William N. Cleveland, Assistant Village Engineer 
DATE: April 29, 2015
RE: Pond Shoreline and Wetland Maintenance for FY 2015/2016,
Recommendation to Waive Bids and Award Contract.

In 2005, Engineering Staff worked with LaFayette Home Nursery to create a series of three-year plans for pond shoreline and wetland maintenance. Rather than awarding a three-year contract, it was decided to award each contract on a yearly basis. LaFayette Home Nursery went out of business in 2011.

Four years ago, engineering staff interviewed contractors to complete the unfinished work from LaFayette's contract, and decided to award the remaining work to Bedrock Earthscapes, LLC as a trial project. In order to control costs, we also awarded a separate contract to Wildland Management, Inc. to perform prairie burns.

Bedrock evaluated the condition of the vegetation, made maintenance recommendations and has done excellent work for the past four years. The work consists of high mowing, multiple herbicide applications and selective cutting. Last year also included planting trees at the northwest corner of Gary and Lies funded by another grant from Trees Forever and spreading free prairie seed from Fermi Lab.

The selection of Bedrock Earthscapes, LLC was compared to previously bid pond shoreline maintenance projects, and offered a substantial saving over preceding contractors. Engineering Staff therefore recommends that the bid process be waived, and the 2015-2016 Pond Shoreline and Wetland Maintenance Contract be awarded to Bedrock Earthscapes, LLC for \$24,710.00.

Cc: James T. Knudsen, Director of Engineering Services
Jon Batek, Finance Director
Phil Modaff, Director of Public Works

Attachment

SERVICE PROVIDER AGREEMENT

Date: March 5, 2015

Mr. William N. Cleveland, Jr., P.E.
Assistant Village Engineer
Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL 60188-1899

Re: May 2015-April 2016 Pond and Wetland Native Area Maintenance

Bill,

Thank you for allowing Bedrock Earthscapes, LLC to propose the following services to maintain healthy native plantings, and to control non-desirable plants at specified Carol Stream pond and wetland locations in the 2015-2016 FY.

DESCRIPTION OF SERVICES TO BE PROVIDED:

The attached spreadsheet shows the location, frequency of services, and proposed costs in detail. These services include:

- 1) Cutting of herbaceous and non-desirable woody plants up to 1" in diameter after the Spring burns, or in place of a Spring burn.
- 2) Selective herbicide treatments and selective cutting of non-desirable species during April through September to ensure progress toward the continually improving native areas health and beauty. All herbicide treatments will be made by a licensed pesticide applicator using non-restricted herbicides in accordance with prescribed material labeling.
- 3) Woody cutting in select areas as noted.
- 4) Plantings in select areas as noted.

Cost for FY2015-2016 stewardship services: \$19,400
Possible project costs at Gary & Lies: \$5,310

*Please sign and return one copy of this proposal to authorize Bedrock Earthscapes, LLC to proceed.
Thank you.*

TERMS:

Billing will be upon completion of specified work. Payment will be made in full within 30 days of receipt of billing.

The Owner identified below, by its duly authorized representative, accepts the terms and conditions contained herein. This acknowledges authorization of services described above and the assent of the parties hereto to such terms and conditions.

On behalf of:

Bedrock Earthscapes, LLC



By: William A. Bedrossian

Title: Owner/Managing Member

Accepted on behalf of:

The Village of Carol Stream ("Owner")

By: Enriching life through improving our environment.

Title: Assistant Village Engineer

May 1, 2015-2016 Pond Shoreline and Wetland Maintenance
 Village of Carol Stream
 Bedrock Earthscapes, LLC Stewardship Services

Location	Spring herbaceous and emerging woody (up to 1") cutting after a burn	Spring herbaceous and emerging woody (up to 1") cutting when not burned	Selective herbiciding to control non-desirable plants (April thru September)			Selective Woody Cutting		Trash Removal	Planting/ Re seeding	Comments
NW Gary & Lies	\$ 450.00		4X	May, June, Sept, April	\$ 2,000.00			\$ 5,310.00	repair construction damage at SE end?	
* Town Center North	\$ 160.00		3X	June, Sept, April	\$ 540.00					
* Town Center Basin	\$ 100.00		3X	June, Sept, April	\$ 180.00					
Shenandoah Valley South	\$ 100.00		3X	June, Sept, April	\$ 180.00					
Shenandoah Valley Center			NA							
Shenandoah Valley North	\$ 200.00		3X	June, Sept, April	\$ 300.00					
Carol Stream Venture West	\$ 220.00		3X	June, Sept, April	\$ 600.00					
Carol Stream Venture East	\$ 240.00		3x, 15' bank perimeter only	May, July, Sept	\$ 900.00	Two half-days of cutting cattails and woody willow re-growth	\$ 1,600.00		Continue efforts to convert this area to a sedge meadow by controlling woodies and cattails	
Cambridge Waik Wetland - perimeter banks only, not center cattails	\$ 600.00		Perimeter 3 X	May, Sept, April	\$ 2,100.00					
Day Lily Park	\$ 100.00		3X	June, Sept, April	\$ 360.00					
Jay Steam Pond	\$ 340.00		3X	June, Sept, April	\$ 600.00					
Maple Ridge Pond	\$ 340.00		3X	June, Sept, April	\$ 750.00					
Mill Valley Pond	\$ 240.00		3X	June, Sept, April	\$ 600.00					
Community Park Wetland - 150' south and 300' west of Gunderson Drive curve, to pond edge (north side of water)	\$ 400.00		2x	June, Sept	\$ 400.00					
Carol Point Wetland		\$ 1,200.00	3x	June, Sept, April	\$ 1,800.00				Burn in Spring 2015 (2014-2015 FY). Improve perimeter thru ongoing maintenance	
Fair Oaks Road		\$ 600.00	2X	June, Sept	\$ 1,200.00					
	\$ 3,490.00	\$ 1,800.00			\$ 12,510.00		\$ 1,600.00	\$ 5,310.00	\$ 24,710.00	

* Bill all Town Center and Town Center Basin work separately beginning 1/1/14.

Village of Carol Stream

Interdepartmental Memo

TO: Village Board
VIA: Joe Breinig

FROM: E. Sailer

DATE: April 20, 2015

RE: **Recommend Approval: Memo of Understanding for a Detective to Participate In the Child Exploitation Task Force with the FBI**

Child Exploitation and related Human Trafficking crimes are on the rise and have become a priority of the FBI and Law Enforcement in general. Detectives have assisted the FBI during several of their investigations involving these crimes. Initial contact with the FBI reference to these types of cases involved victims originating from our town. Detectives made contact with the FBI and an extensive investigation culminated with the recovery of victims and felony charges against the subjects responsible.

The FBI subsequently requested a detective to assist them with other similar investigations that involved portions of DuPage County. When available, we have allowed a detective to assist the FBI.

Detectives did such an excellent job with these investigations that I was contacted by Larry Lapp, the Supervisory Special Agent in Charge of their Child Exploitation Task Force. Special Agent Lapp requested and received permission from his superiors to request a detective become a FBI Task Force Officer (TFO). While there are task force members from other larger municipalities working in other fields within the FBI, mainly drugs and gangs, our detective would be the first TFO for the Child Exploitation Task Force.

The priority crimes for the task force include: Child Abductions, Sexual Exploitation of Children, Contact Offenses Against Children, Trafficking of Child Pornography, International Parental Kidnapping and Other Crimes Against Children. Our detective would only be called out for investigations that involved area DuPage County victims or investigations, much like our officers involved with the DuPage County Major Crimes Task Force. A key benefit of this TFO designation is the selected detective would have immediate access to information and databases in the event of a serious incident involving a Carol Stream juvenile victim. We would be able to access resources much more quickly.

Acting as a TFO, our detective would be a sworn FBI agent while working these cases and could enforce Federal Laws if required. Another difference is the FBI would reimburse overtime costs incurred, up to \$1,400 per month as funds are available.

Attached is a memo of understanding. We maintain the right to deny that our detective participate in any investigation and to pull him from any investigation at any time. The assigned detective is a Carol Stream Police employee first, and any TFO assignment would depend on our manpower needs and case load. When the MOU is agreed upon, the FBI will forward the paperwork for the agreement of overtime payment. There is no expiration date in the MOU and can be cancelled at any time by either party.

This MOU is a great opportunity to work closely with the FBI which will result in an efficient and effective partnership when juveniles and young adults become victims of crimes against children, sex exploitation and human trafficking. I recommend that we become task force partners with the FBI.

**FEDERAL BUREAU OF INVESTIGATION
CHILD EXPLOITATION TASK FORCE (CETF)
Memorandum of Understanding (MOU)**

PARTIES

1. This Memorandum of Understanding (MOU) is entered into by the following "Participating Agencies":

a. **Federal Bureau of Investigation (FBI)**

b. **Carol Stream Police Department (CSPD)**

AUTHORITIES

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 42 U.S.C. § 3771; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

PURPOSE

3. The purpose of this MOU is to delineate the responsibilities of Child Exploitation Task Force (CETF) participants, maximize inter-agency cooperation, and formalize relationships between the participating agencies for policy guidance, planning, training, public and media relations. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof. The MOU also outlines the mission and procedures for the CETF, which are described in greater detail in the Standard Operating Procedures (SOP) utilized by the CETF.

MISSION

4. The mission of the CETF is to provide a rapid, proactive, and intelligence-driven investigative response to the sexual victimization of children and other crimes against children within the FBI's jurisdiction; to identify and rescue child victims; to reduce the vulnerability of children to sexual exploitation and abuse; to reduce the negative impact of domestic and international parental rights disputes; and to strengthen the capabilities of the FBI and federal, state, local, and international law enforcement through training, intelligence-sharing, technical support, and investigative assistance.

SUPERVISION AND CONTROL

5. Overall management of the CETF shall be the responsibility of the Special Agent in Charge (SAC) of the Chicago Division of the FBI and/or their designee.
6. The SAC shall designate one Supervisory Special Agent (SSA) to supervise day-to-day operational and investigative matters pertaining to the CETF.
7. For the purposes of this MOU, a CETF member is considered full-time when that member is primarily assigned duties aligned with the defined priority threats that are dedicated to the mission of the CETF on a full-time basis (As a general matter, all personnel will work a minimum of 3 days to be considered full-time basis and make a two year commitment due to the specialized nature of the work and training). On a case-by-case basis, SSAs may authorize CETF members to temporarily support other priority FBI matters as necessary.

Official Law Enforcement Use Only

**Child Exploitation Task Force
Memorandum Of Understanding (2012)**

This document contains neither recommendations nor conclusions of the FBI. This document is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

8. Responsibility for conduct, not under the direction of the SAC or SSA, of each CETF member, both personally and professionally, shall remain with the respective agency head and each agency shall be responsible for the actions of its respective employees.
9. Each CETF member will be subject to the laws, regulations, policies, and personnel rules applicable to those of his or her respective agency. CETF members will be subject to a limited background check as required in order to obtain deputization under U.S.C. Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.
10. FBI participants will continue to adhere to the Bureau's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical Conduct for employees of the DOJ.
11. Each CETF member will continue to report to his or her respective agency head for non-investigative administrative matters not detailed in this MOU or SOP.
12. Continued assignment to the CETF will be based on performance and at the discretion of each CETF member's respective supervisor. The FBI SAC/SSA will also retain discretion to remove any member from the CETF.
13. The defined priority threats that are aligned with the mission of the CETFs are:
 - a. **Child Abductions**
 - Non-ransom child abductions
 - Domestic parental kidnapping
 - b. **Sexual Exploitation of Children Enterprises**
 - Domestic Child Prostitution
 - Online Networks and Enterprises
 - c. **Contact Offenses Against Children**
 - Domestic travel with intent to engage in illegal sexual activity with a minor
 - Child Sex Tourism – travel abroad to engage in commercial sexual exploitation of a child under the age of 18
 - Production of Child Pornography
 - Coercion/enticement of a minor
 - d. **Trafficking of Child Pornography**
 - Mass Distribution of Child Pornography
 - Possession of Child Pornography
 - e. **International Parental Kidnapping**
 - International Parental Kidnapping
 - f. **Other Crimes Against Children**
 - All other crimes against children violations within the FBI's jurisdiction should be investigated in accordance with available resources

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RESOURCE CONTROL

14. The head of each Participating Agency shall retain control of resources dedicated by that agency to the CETF, including personnel, as well as the continued dedication of those resources. The Participating Agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

REPORTS AND RECORDS

15. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by each member of the CETF will be made available for inclusion in the respective investigative agencies' files as appropriate.

SALARY/OVERTIME COMPENSATION

16. The FBI and Participating Agency agree to assume all personnel costs for their CETF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency.
17. Subject to funding availability and legislative authorization, the FBI may reimburse to Participating Agency the cost of overtime worked by non-federal CETF members assigned full-time to CETF, provided overtime expenses were incurred as a result of CETF-related duties. A separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and Participating Agency for full-time employee(s) assigned to CETF, consistent with regulations and policy. Otherwise, overtime shall be compensated in accordance with applicable Participating Agency overtime provisions and shall be subject to the prior approval of appropriate personnel.

LIABILITY

18. The Participating Agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the CETF.
19. The Participating Agency shall immediately notify the FBI of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the CETF or otherwise relating to the CETF.
20. In the event that a civil claim or complaint is brought against a state or local officer assigned to the CETF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

DURATION

21. The term of this MOU is for the duration of the CETF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.
22. Any Participating Agency may withdraw from the CETF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the CETF Program (FBI HQ) at least 30 days prior to withdrawal.
23. Upon termination of this MOU, all equipment provided to the CETF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a

Official Law Enforcement Use Only

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Memorandum Of Understanding (2012)**

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withdrawing agency any unexpended equipment supplied by the withdrawing agency during any CETF participation.

MODIFICATIONS

- 24. Modifications/amendments to this MOU and corresponding SOP shall be brought in writing to the attention of each Participating Agency.
- 25. Participating Agencies and their assignees are bound by the terms of the MOU and SOP, as modified from time to time, although a Participating Agency may terminate its participation with the CETF pursuant to the terms related to the SOP.
- 26. Participating Agency will not be bound by any amended terms of the MOU or SOP during notice period (currently 30 days) required by the MOU prior to terminating participation.

SIGNATORIES

Print Name:
Title: **SAC**
Organization: **FBI**
Date:

Print Name:
Title: **Chief**
Organization: **Carol Stream Police Department**
Date:

Print Name:
Title: **Program Manager**
Organization: **FBI/CID**
Date:

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

TO: Joe Breinig, Village Manager
FROM: Caryl Rebholz, Employee Relations Director *UR*
DATE: April 30, 2015
RE: **Non-Union Compensation Recommendation**

As you know, the Village strives to maintain just and equitable compensation and benefit packages when compared against both external and internal data. The process in determining annual recommendations includes:

- Evaluating the Village's economic position.
- Evaluating salary and benefit data of comparable communities against the salaries and benefits of Village of Carol Stream positions
- Evaluating internal union settlements
- Evaluating the Consumer Price Index and Employment Cost Index
- Making recommendations based on the above data

Unfortunately, with regard to a general wage adjustment, the threat that the State of Illinois will reduce our LGDF revenue by 50% or more has left some gaping holes in available data to consider. First, while the Village's current economic position is good, that could change substantially if the State of Illinois takes our LGDF monies¹. In addition, this threat has caused many municipalities to freeze discussions of a general wage adjustment until actions by the State are known, thus eliminating a significant amount comparable compensation data to analyze. Finally, all three (3) of the Village's represented employees have contracts that expire April 30, 2015. As a result, there is no internal equity data to consider at this time either.

Based on this lack of information, it is recommended that the determination of a general wage adjustment be deferred until additional data becomes available. It is anticipated that it will be several months before affirmative action is seen by the State legislature. Similarly, it is believed that available internal data (i.e.: union settlements) will also become more clear over time. As this information becomes available, an informed decision with regard to a general wage adjustment can then be brought forward.

With regard to performance based compensation, a strong majority of our comparable communities (90%) continue to provide this type of increase. In addition, internal comparability continues to allow for step increases for all other employee groups covered by a collective bargaining agreement. Therefore; it is recommended to continue to fund the performance based

¹ 50% of the Village's LGDF revenue equates to 7.5% of operating revenue or \$1.9 Million.

compensation program at a set 2% adjustment for this fiscal year. This recommendation allows for both internal and external equity while maintaining a conservative financial approach. It should also be noted that that the cost for these merit based adjustments are fully funded in the proposed FY15-16 budget, regardless of the current concern that the State of Illinois will reduce our LGDF revenue by 50%.

Based on a review of all other comparable benefits, no other changes are recommended for this fiscal year. Please let me know if you have any questions.

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

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

DATE: April 27, 2015

RE: **Agenda Item for the Village Board Meeting of May 4, 2015**
PC/ZBA Case 15058, Manhattan's American Bar & Grill: 300 S. Schmale Road
Correction to Ordinance No. 2015-04-06

At their April 20, 2015, regular meeting, the Village Board approved Ordinance No. 2015-04-06 granting approval of a special use permit to Manhattan's American Bar & Grill to allow an outdoor seating area ancillary to a restaurant. Unfortunately, the ordinance contained a typo with respect to the zoning district, and should have included the supporting exhibits, but these were inadvertently omitted.

Attached is a revised ordinance, which correctly indicates the B-2 zoning district and includes the appropriate exhibits. No changes have been made to the ordinance approved by the Village Board other than to correct the typo and make reference to the attached exhibits. We recommend the Village Board approve the corrected ordinance.

RJG:bg

s:\villageboardagenda\admin\05-04-2015\staff memo - manhattans outdoor seating.docx

ORDINANCE NO.

AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW AN OUTDOOR SEATING AREA ANCILLARY TO A RESTAURANT IN THE B-2 ZONING DISTRICT (MANHATTAN'S AMERICAN BAR & GRILL, 300 S. SCHMALE ROAD)

WHEREAS, Sindy Rogers, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a Special Use Permit to allow an outdoor seating area ancillary to a restaurant in the B-2 Zoning District, as provided in Sections 16-9-3(C)(16) and (17) and Section 16-9-4(C)(1) of the Carol Stream Code of Ordinances, on the property legally described in Section 1 herein and commonly known as 300 S. Schmale Road, Carol Stream, Illinois; and

WHEREAS, pursuant to Section 16-15-8 of the Carol Stream Code of Ordinances, the Combined Plan Commission/Zoning Board of Appeals at regular meetings thereof, held a public hearing on the above petition on April 13, 2015, following proper legal notice of said public hearing, after which by a vote of 6 - 0 the Commission recommended to the Mayor and Board of Trustees of the Village that a Special Use Permit be approved; and

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

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

SECTION 1:

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

1. Is deemed necessary for the public convenience at the location. The applicant is attempting to expand the existing restaurant and offer the outdoor dining experience as requested for many years by its customers. Outdoor seating is a common amenity offered by many restaurants to grow business and enhance the dining experience. This use would serve the public convenience.

2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort, or general welfare. Provided that employees are properly trained, as required, and proper care and supervision is provided in the service of alcoholic beverages, the requested Special Use should not be detrimental to or endanger public health, safety, morals, comfort or general welfare.

3. Will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish

and impair property values within the neighborhood. The restaurant is surrounded by similar uses in the business district. The restaurant with outdoor alcoholic beverage service should not be injurious to the use and enjoyment of other property in the immediate vicinity, nor substantially diminish or impair property values within the neighborhood.

4. Will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. The restaurant serving alcoholic beverages and offering outdoor seating may draw additional customer traffic to the restaurant, which may be a catalyst for other improvement and property development in the area, and should not be an impediment to property improvement.

5. Will provide adequate utilities, access roads, drainage, and other important and necessary community facilities. Utilities and community facilities either have been or will be provided.

6. Will conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Board of Trustees. The outdoor seating area is expected to operate and conform to all applicable regulations and any conditions of approval as determined by the Plan Commission and the Village Board.

SECTION 2:

A Special Use Permit is hereby approved and granted, subject to the conditions set forth in Section 3, to allow an outdoor seating area ancillary to a restaurant in the B-2 Zoning District upon the real estate commonly known as 300 S. Schmale Road, Carol Stream, Illinois, and legally described as follows:

Lot 1 in Leetz's Subdivision, being a subdivision of the south 200.0 feet of the east 650.0 feet (as measured at right angles) of the southeast quarter of the northwest quarter of Section 4, Township 39 North, Range 10 East of the Third Principal Meridian, (except that part lying easterly of the center line of State Aid Route 36 (Schmale Road), in the Village of Carol Stream, DuPage County, Illinois according to the plat thereof recorded August 22, 1977, as Document No. R77-73307.

SECTION 3:

The approval of the Special Use Permit granted in Section 2 herein is subject to the facility generally being designed and operated in accordance with the attached exhibits, including the Site Development Plan (Exhibit A) prepared by Engineering Resource Associates dated April 7, 2015, and Proposed Plans and Elevations (Exhibit B) prepared by Architectural Planning and Services dated April 8, 2015, and with the facility being operated and the site being maintained in accordance with the following conditions:

1. That bollards must be placed at such locations as to prevent a vehicle from impacting the outdoor seating area, and the bollards must be of adequate design and installation as to withstand vehicular impact;

2. That the landscape materials must be installed as shown on the plan and that all materials must be maintained in a neat and healthy condition, with dead or dying materials being replaced in accordance with the approved plan on an annual basis;

3. That all trash dumpsters and recycling containers placed outdoors must be kept within a code compliant trash enclosure, and that the enclosure gates must be closed and latched at all times, except when trash containers are being accessed by employees or emptied by the trash collection service;

4. That a trash receptacle must be added within the outdoor dining area;

5. That four handicapped parking spaces must be provided, in accordance with the Illinois Accessibility Code requirements;

6. That a building permit must be obtained for the proposed trash enclosure and the parking lot maintenance work, which must include patching, sealcoating and restriping of the entire parking lot;

7. That parking spaces must be striped in accordance with the Village's looped striping detail;

8. That the restaurant and bar area must be adequately staffed by BASSET-trained Manhattan's employees and a security camera installed to ensure that the area where alcoholic beverages may be consumed will be properly monitored;

9. That the business and property must be operated and maintained in accordance with all applicable state, county and village codes and requirements.

SECTION 4:

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

SECTION 5:

The failure of the owner or other party in interest, or a subsequent owner or other party in interest, to strictly comply with the terms and conditions of this Ordinance,

Ordinance No.

Page 4 of 4

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

PASSED AND APPROVED THIS 4th DAY OF May, 2015.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

ATTEST:

Laura Czarnecki, Village Clerk

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

Date

Owner/Party In Interest

INDEX TO DRAWINGS

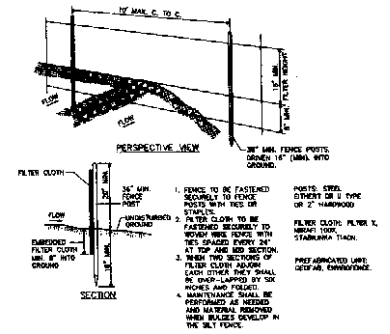
- 1. SITE DEVELOPMENT PLAN
- 2. NOTES & DETAILS

LEGAL DESCRIPTION

LOT 1 IN LEEY'S SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH 200.0 FEET OF THE EAST 80.0 FEET (AS MEASURED AT RIGHT ANGLES) OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART LYING EASTWARD OF THE DIVISION LINE OF STATE AND ROUTE 38 (SCHMALE ROAD), IN THE VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 22, 1977 AS DOCUMENT NO. R77-73307.

SITE BENCHMARK:
 SOUTH-EAST BANNER BOLT ON FIRE HYDRANT
 @ NORTHWEST CORNER OF PROJECT SITE.
 ELEV. 777.48 (NAVD 88)

NOTE:
 THE ILLINOIS ACCESSIBILITY CODE REQUIRES FOUR HANDICAPPED SPACES IF THE TOTAL NUMBER OF OFF-STREET PARKING SPACES ON-SITE IS BETWEEN 75-100. SINCE THE TOTAL NUMBER OF PARKING SPACES FOR MARIAMATI'S IS 84, THEREFORE FOUR HANDICAPPED SPACES MUST BE SHOWN ON THE SITE PLAN. IT APPEARS FROM THE AERIAL PHOTO OF THE SITE THAT THERE ARE ONLY TWO HANDICAPPED SPACES ON THE PROPERTY. PLEASE SHOW FOUR HANDICAPPED SPACES STRIPPED ON THE SITE PLAN OR A COMMENT OF APPROVAL COULD BE ADDED TO THE STAFF REPORT.



SILT FENCE
 NOT TO SCALE

RECEIVED
 APR 09 2015
 COMMUNITY DEVELOPMENT

Exhibit A

Jan P. Green, P.E.
 IL P.E. NO. 082-052108
 Expires November 30, 2015

PROFESSIONAL DESIGN FIRM NUMBER: 184.00188

It's smart It's free It's the law

Call before you dig
800.892.0123

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
4/7/15	A.J.	VILLAGE COMMENTS			

<p>ENGINEERING RESOURCE ASSOCIATES, INC. 35761 WENTWORTH AVE., SUITE 150 WILMINGTON, IL 62291-3488 TEL: 618.735.0444 FAX: 618.735.0444</p>	<p>1000 W. WYNDLEWOOD DR., SUITE 1000 CHICAGO, IL 60640-3606 PHONE: (312) 641-1100 FAX: (312) 641-0991</p>	<p>3002 WILSON COURT CHAMPAGNE, ILLINOIS 61822 PHONE: (312) 233-0268 FAX: (312) 233-1143</p>
<p>APPROVED BY: [Signature]</p>	<p>ARCHITECTURAL PLANNING & SERVICES, LTD.</p>	<p>TITLE: SITE DEVELOPMENT PLAN 300 S. SCHMALE ROAD CAROL STREAM, IL</p>



ARCHITECTURAL PLANNING & SERVICES, LTD.
 525 W. PINE ST. SUITE 302
 WASHINGTON, ILLINOIS 62501
 TEL: 618-662-8888
 FAX: 618-662-8887
 WWW.APANDS.COM

CONTRACT NO.

PROJECT

INTERIOR BUILD-OUT FOR
MANHATTAN'S RESTAURANT
 300 SOUTH SCAMBLE RD.
 CAROL SPRING, IL

DATE	BY	DESCRIPTION

PROJECT NO. 14-061

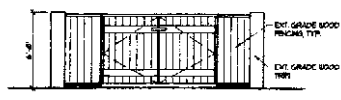
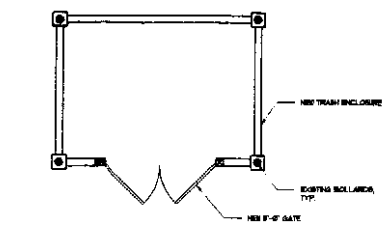
OWNER: MCKEON

DATE: 05

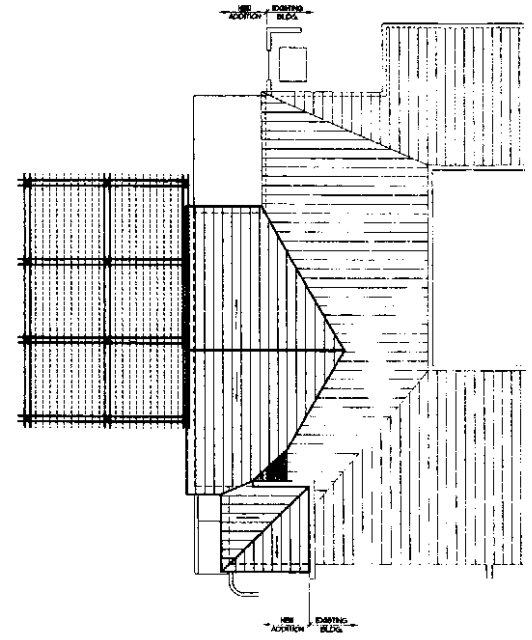
SCALE: 1/8" = 1'-0"

PROPOSED PLANS AND ELEVATIONS

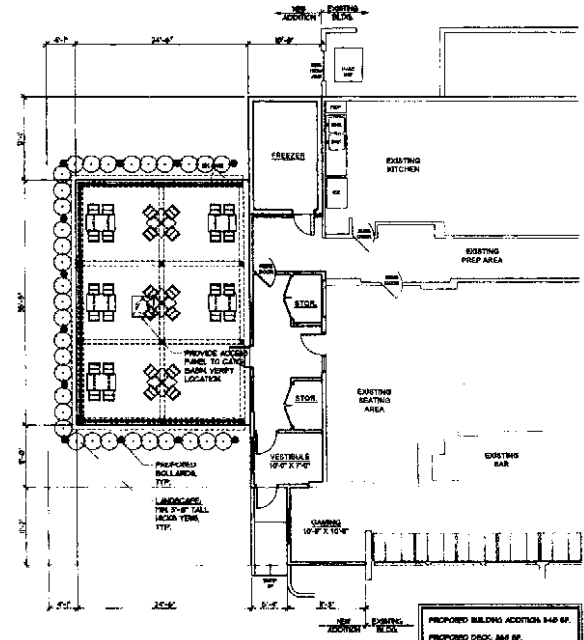
A101



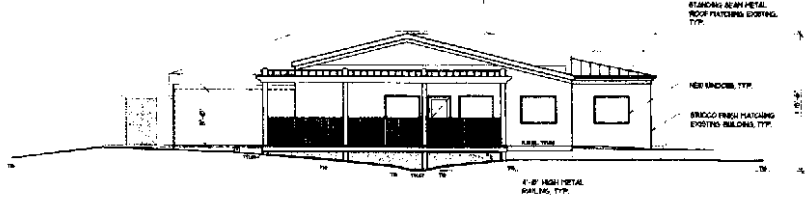
5 TRASH ENCLOSURE DETAILS
 SCALE: 1/4" = 1'-0"



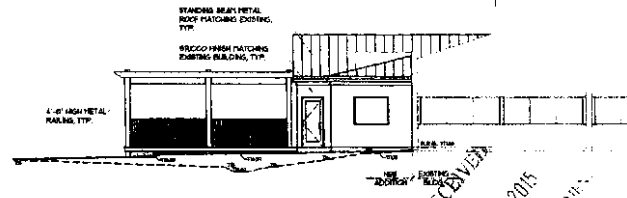
4 PROPOSED ROOF PLAN
 SCALE: 1/8" = 1'-0"



1 PROPOSED FLOOR PLAN
 SCALE: 1/8" = 1'-0"



3 PROPOSED WEST ELEVATION
 SCALE: 1/8" = 1'-0"



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

Exhibit B

RECEIVED
 APR 09 2015
 COMMUNITY DEVELOPMENT

ORDINANCE NO.

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE
CAROL STREAM CODE OF ORDINANCES BY DECREASING
THE NUMBER OF CLASS F LIQUOR LICENSES FROM 6 TO 5
(WINGS OF ROSELLE, LLC d/b/a WINGSTOP, 566 W ARMY TRAIL ROAD)**

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

SECTION 1: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances, Classification of Liquor Licenses, be and the same is hereby amended by decreasing the number of Class F Liquor Licenses from six (6) to five (5).

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

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

PASSED AND APPROVED THIS 4th DAY OF MAY, 2015.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

**WINGS OF ROSELLE, LLC
840 W. LAKE STREET - STE 414
ROSELLE, IL 60172
PHONE 630-893-2796 FAX 630-893-0150**

April 15, 2015

Mr. Frank Saverino, Sr., Mayor
Liquor Commissioner
500 N. Gary Avenue
Carol Stream, IL 60188-1899

RE: Liquor License

Dear Mr. Saverino:

This letter is to inform you that we are voluntarily relinquishing our Class F Liquor license. We have decided to discontinue selling any liquor at our Wingstop restaurant located at 566 Army Trail Road after our current license expires on April 30, 2015. I am enclosing a copy of our current State of Illinois liquor license for your information.

If you need any other information or have any questions, please feel free to give me a call. Thank you.

Sincerely,



Vince Romano
Owner
Wings of Roselle, LLC
d/b/a Wingstop

Via Fax 630-665-1064

ORDINANCE NO.

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE
CAROL STREAM CODE OF ORDINANCES BY DECREASING
THE NUMBER OF CLASS C LIQUOR LICENSES FROM 22 TO 21
(FAIR OAKS LIQUOR INC. d/b/a FAIR OAKS LIQUOR,
1420 W. ARMY TRAIL ROAD)**

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

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

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

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

PASSED AND APPROVED THIS 4th DAY OF MAY, 2015.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

To Whom It may Concern:

I am Chirag Patel owner of Fair Oaks Liquor INC located at 1420 W ARMY TRAIL RD, CAROL STREAM IL 60188, would like to voluntarily return the liquor license. Because I have gone out of business. The business is closed since March 1st 2015

Sincerely. - Chirag Patel

(Signature)

RESOLUTION NO.

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

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

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

WHEREAS, it has been determined by the Mayor and Board of Trustees of the Village of Carol Stream to declare three (3) vehicles as surplus for sale and go to auction through the Insurance Auto Auction Inc.

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

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

- 1996 Nissan Maxima VIN: JN1CA21D8TT153951
- 2001 Hyundai Sonata VIN: KMHWF35V41A479688
- 2001 Hyundai Elantra VIN: KMHDN45D11U151358

now owned by the Village of Carol Stream, is no longer useful and authorize its auction per the attached memorandum dated April 14, 2015.

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 4th DAY OF MAY 2015.

AYES:

NAYS:

ABSENT:

Frank Saverino Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

**REVIEWED AND
APPROVED BY:**

Chief Ed Sailer 

FROM: Ofc. Doug Dunteman #09

DATE: 04/14/2015


RE: Surplus vehicles for auction

*Request to declare three seized vehicles awarded to the Village as
surplus for sale via the Insurance Auto Auction INC.*

I would like the three below listed vehicles declared as surplus so they can go to auction.

- | | | |
|----|-----------------------|-------------------|
| 1) | 1996 Nissan Maxima | JN1CA21D8TT153951 |
| 2) | 2001 Hyundai Sonata | KMHWF35V41A479688 |
| 3) | 2001 Hyundai Elantra, | KMHDN45D11U151358 |

Village of Carol Stream
Interdepartmental Memorandum

TO: Joseph Breinig, Village Manager
FROM: William N. Cleveland, Assistant Village Engineer 
DATE: April 29, 2015
RE: Acceptance of Schmale and St. Charles Road Watermain Easements

Last July the Village sent letters to 30 property owners requesting their cooperation in granting easements for the watermain replacement project. In December we followed up with a letter requesting the easements by mid-January. To date, we have received sixteen easements in return (accepted thirteen) and have three more to accept. They are listed below.

<u>Business Name</u>	<u>Address</u>	<u>PIN</u>
Aldi Inc.	330 S. Schmale Road	05-04-301-012
Rilan Corp.	362 S. Schmale Road	05-04-303-007
Medinah Black Horse Troop	24W280 St. Charles Road	05-04-202-002

Ten of the remaining 14 easements have indicated they will grant it, but have not gotten around to it. We have been following up with phone calls and email correspondence to the remaining property owners. ComEd typically does not grant easements but rather uses a "land lease" agreement, which they are currently requesting \$3,000. Staff is continuing to negotiate with them. The remaining three have requested money or have not approved our requests.

Unfortunately, final construction drawings cannot be prepared until we are sure all of the easements can be obtained, and our window for bidding and construction this year has closed. Engineering staff is still pursuing the remaining easements and make a push to get them this summer, prepare contract documents in the fall, and bid for construction in the spring of 2016.

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

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

RESOLUTION NO.

**A RESOLUTION ACCEPTING A GRANT OF A WATER MAIN EASEMENT
(ALDI INC., 330 SCHMALE ROAD)**

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to execute an Agreement for Acceptance of a Water Main Easement between Aldi Inc., 330 Schmale Road ("Grantor") and the Village of Carol Stream ("Grantee").

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

SECTION 1: That the Mayor and Village Clerk of the Village of Carol Stream be and the same are hereby authorized to execute the Agreement for Grant of a Water Main Easement, attached hereto as Exhibit "A" and as approved by the Village Attorney. The address of the property is: 330 Schmale Road, Carol Stream, Illinois with a P.I.N of 05-04-301-012.

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

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

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

PASSED AND APPROVED THIS 4th DAY OF MAY, 2015.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

Prepared by and return to:

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

GRANT OF WATER MAIN EASEMENT

THIS GRANT OF WATER MAIN EASEMENT ("Grant of Easement") is made this ___ day of _____, 2015, by Aldi Inc., an Illinois corporation (hereinafter referred to as the "Grantor") to the Village of Carol Stream, DuPage County, Illinois (hereinafter referred to as the "Grantee"). Grantor and Grantee are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

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

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

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

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, the terms and conditions set forth below and the benefits to be derived from this Grant of Easement, the Parties agree as follows:

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

2. Grantor hereby grants and conveys to the Grantee a nonexclusive perpetual easement and right-of-way (the "Permanent Easement"), for the full and free right, privilege and authority to reasonably construct, install, reconstruct, replace, remove, repair, alter, inspect, maintain and operate a water main, and all facilities incidental thereto (the "Easement Activities"), in, upon, over and across only that certain portion of the Grantor Property legally described in Exhibit B, attached hereto and made a part hereof, and generally depicted as the "Permanent Easement for Water Main on Exhibit C, attached hereto and made a part hereof. Notwithstanding the forgoing, Grantee shall only be permitted to install the Water Main Improvements under the surface of the Permanent Easement (except for hydrants, water main boxes and valve vault covers which may be located at ground level).

3. Grantor hereby grants and conveys to the Grantee a nonexclusive temporary construction easement (the "Temporary Easement"), for the full and free right, privilege and authority to reasonably construct and install a water main, and to conduct all Easement Activities, The Temporary Easement is legally described in Exhibit B attached hereto, and is generally depicted as the Temporary Easement on Exhibit C attached hereto. The "Temporary Easement", shall automatically terminate on the date which is twenty-four 24 months after the date of recording of this Grant of Easement.

4. Grantor hereby agrees to and with the Grantee that the officers, agents, employees, successors, grantees, lessees and assigns of the Grantee may, at any and

all times designated herein, go in, on, upon, over and across the Permanent Easement, and do and perform any and all acts reasonably necessary to the carrying into effect the purposes for which this Grant of Easement and the Easement created hereby are made, and that the Grantor shall not disturb, molest, injure or in any manner interfere with the aforesaid water main, and all facilities and activities incidental thereto.

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

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

7. The Grantee, its officers, agents, employees, successors, grantees, lessees, contractors and assigns shall promptly, and as soon as practicable after engaging in any Easement Activities, restore to its former condition any portion of the Grantor Property which is disturbed or altered in any manner by such Easement Activities, at the Grantee's sole cost and expense (including, without limitation, any landscaping disturbed during any Easement Activities or removed pursuant to Section 2 above). Any such restoration shall be commenced as soon as practicable following the Grantee's completion of the work it may from time to time perform.

8. All work, labor, services, equipment, tools and materials to be performed, furnished or used directly or indirectly in, or in connection with, the Easement Activities, and all other matters and things to be performed, furnished or used, or expenses to be paid, under the term of this Grant of Easement, are to be at the sole expense of the

Grantee, and all such work shall be performed promptly and completed in each instance with diligence and as soon as reasonably practicable after commencement thereof. Grantee shall not cause or suffer or permit to be created any mechanics' or materialmen's liens or claims against the Grantor Property or the Easement Premises. Grantee shall defend, indemnify and hold harmless Grantor from and against any such claims or liens.

9. All Water Main Improvements installed by Grantee in the Easement Premises pursuant to this Easement shall be maintained by Grantee at Grantee's sole cost. Notwithstanding anything herein to the contrary, Grantee shall at no time (i) block access to the Grantor Property, (ii) materially obstruct visibility to the Grantor Property or the signage thereon, (iii) obstruct or interfere with the business operations on the Grantor Property, or (iv) store construction equipment or materials on the Grantor Property; provided, however, Grantee may store construction materials upon the Easement Premises once construction commences, for a period not to exceed six (6) months so long as the same does not block access to the Grantor Property. Notwithstanding anything herein to the contrary, Grantee shall not, at any time, disturb the monument sign situated on the Grantor Property and shall restore any damage to the same caused by Grantee.

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

11. The Easements as is herein granted shall run with the land and the covenants, agreements, terms, conditions, obligations, rights and interests herein

contained or provided for shall be likewise binding upon and shall inure to the benefit of the Grantor and Grantee, and their respective heirs, executors, successors, grantees, lessees and assigns.

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

To Grantor: Aldi Inc.
1200 North Kirk Road
Batavia, Illinois 60510
Attn: Director of Real Estate

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

13. This Agreement contains the entire agreement between the Parties with respect to the use of the Easements granted herein and the Grantor Property by Grantee in connection with the Easement Activities, and cannot be modified except by a writing, dated subsequent to the date hereof, and signed by both Parties.

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

[Signature and Acknowledgment Pages Follow]

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

Grantor:

Aldi Inc.,
an Illinois corporation

By: 
Scott Patton, Vice President

Agreed to and accepted by the Village of Carol Stream, DuPage County, Illinois, this ___ day of _____, 2015.

By: 
Frank Saverino, Sr., Mayor

ATTEST: 
Beth Melody, Village Clerk

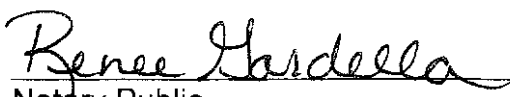
ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF DuPage)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Scott Patton, Vice President of Aldi Inc., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 18th day of February, 2015.




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 FRANK SAVERINO SR + BETH MELODY,
personally known to me to be the same person(s) whose name(s) are subscribed to the
foregoing instrument, appeared before me this day in person and severally
acknowledged that he/she/they signed and delivered the said instrument as their free
and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 6th day of April, 2015.



Helene Morrison
Notary Public

Exhibit A

LEGAL DESCRIPTION OF GRANTOR PROPERTY

Lot 1 in Final Plat of Aldi's Subdivision being a subdivision of part of the east half of the southwest quarter and Northwest quarter of section 4, township 39 north, range 10 east of the third principal meridian, according to the plat recorded June 3, 2003 as document number R2003-206450, in DuPage County, Illinois.

Exhibit B

LEGAL DESCRIPTION OF PERMANENT EASEMENT

The easterly 20.00 feet (as measured from the west right of way line of Schmale road) of Lot 1 in Final Plat of Aldi's Subdivision being a subdivision of part of the east half of the southwest quarter and Northwest quarter of section 4, township 39 north, range 10 east of the third principal meridian, according to the plat recorded June 3, 2003 as document number R2003-206450, in DuPage County, Illinois.

LEGAL DESCRIPTION OF TEMPORARY EASEMENT

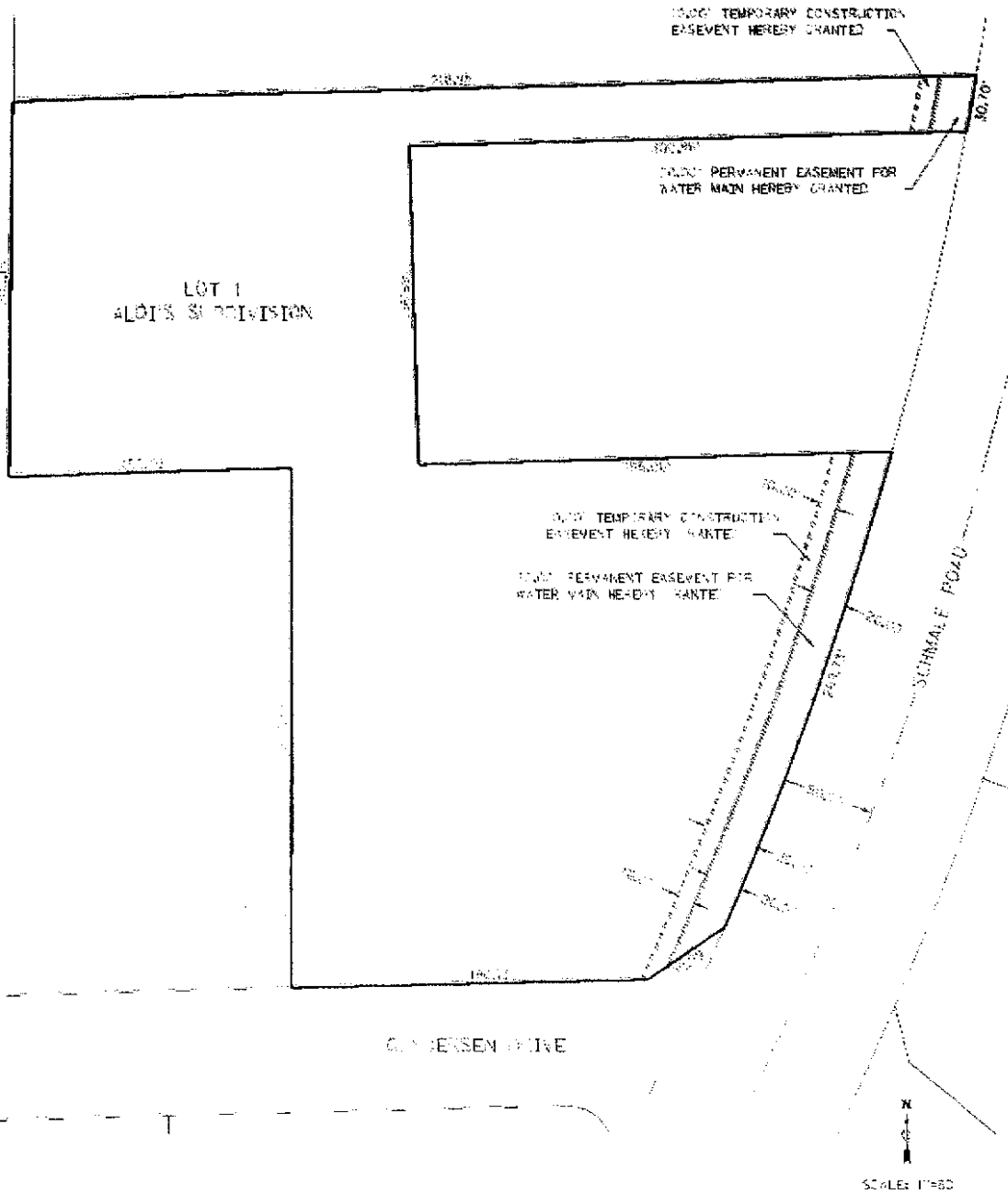
The westerly 10.00 feet of the easterly 30.00 feet (as measured from the westerly right of way line of Schmale road) of Lot 1 in Final Plat of Aldi's Subdivision being a subdivision of part of the east half of the southwest quarter and Northwest quarter of section 4, township 39 north, range 10 east of the third principal meridian, according to the plat recorded June 3, 2003 as document number R2003-206450, in DuPage County, Illinois.

EXHIBIT C

DEPICTION OF PERMANENT AND TEMPORARY EASEMENTS

[See Attached]

EXHIBIT C: DEPICTION OF PERMANENT AND TEMPORARY EASEMENTS



thomas

VILLAGE OF CAROL STREAM
WATER MAIN PROJECT

330 SCHMALE ROAD
CAROL STREAM, IL
P.I.N.: 05-04-301-012

SHEET NO.

XX of XX

RESOLUTION NO.

**A RESOLUTION ACCEPTING A GRANT OF A WATER MAIN EASEMENT
(RILAN CORPORATION, 362 SCHMALE ROAD)**

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to execute an Agreement for Acceptance of a Water Main Easement between Rilan Corporation, 362 Schmale Road ("Grantor") and the Village of Carol Stream ("Grantee").

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

SECTION 1: That the Mayor and Village Clerk of the Village of Carol Stream be and the same are hereby authorized to execute the Agreement for Grant of a Water Main Easement, attached hereto as Exhibit "A" and as approved by the Village Attorney. The address of the property is: 362 Schmale Road, Carol Stream, Illinois with a P.I.N of 05-04-303-007.

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

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

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

PASSED AND APPROVED THIS 4th DAY OF MAY, 2015.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

Prepared by and return to:

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

GRANT OF WATER MAIN EASEMENT

THIS GRANT OF WATER MAIN EASEMENT ("Grant of Easement") is made this 13TH day of FEBRUARY, 2015, by RILAN CORPORATION, (hereinafter referred to as the "Grantor") to the Village of Carol Stream, DuPage County, Illinois (hereinafter referred to as the "Grantee"). Grantor and Grantee are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

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

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

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

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

over and across the Grantor Property and the Easement Premises, and do and perform any and all acts necessary or convenient to the carrying into effect the purposes for which this Grant of Easement and the Easement created hereby are made, and that the Grantor shall not disturb, molest, injure or in any manner interfere with the aforesaid water main, and all facilities and activities incidental thereto.

5. The Easement shall be used and enjoyed solely by Grantee and its duly authorized officers, agents, contractors or employees to conduct the Easement Activities in accordance with this Grant of Easement. Grantee shall not assign its rights under this Grant of Easement in whole or in part or grant permission to traverse, enter upon or otherwise use the Easement Premises to any other person or entity without the prior written consent of Grantor.

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

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

8. All work, labor, services, equipment, tools and materials to be performed, furnished or used directly or indirectly in, or in connection with, the Easement Activities, and all other matters and things to be performed, furnished or used, or expenses to be paid, under the term of this Grant of Easement, are to be at the sole expense of the

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

12. This Agreement contains the entire agreement between the Parties with respect to the use of the Easement Premises and the Grantor Property by Grantee in connection with the Easement Activities, and cannot be modified except by a writing, dated subsequent to the date hereof, and signed by both Parties.

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

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

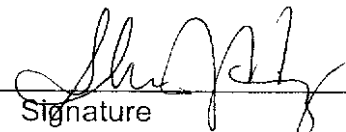
Grantor:



Signature

BRIAN HAUG

Print Name



Signature

Shari J. Haug

Print Name

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 FRANK Saverino Sr. + ESTH MELODY,
personally known to me to be the same person(s) whose name(s) are subscribed to the
foregoing instrument, appeared before me this day in person and severally
acknowledged that he/she/they signed and delivered the said instrument as their free
and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 6th day of April, 2015.



Helene Morrison
Notary Public

Exhibit A

LEGAL DESCRIPTION OF GRANTOR PROPERTY

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 7 in Unit 1 of Carol Stream Industrial Park, a Subdivision of par of the East Half of Southwest Quarter of Section 4, Township 39 North, Range 10, East of Third Principal Meridian, according to the plat thereof recorded April 8, 1963 as Document R63-10466, in DuPage County, Illinois.

Exhibit B

LEGAL DESCRIPTION OF EASEMENT PREMISES

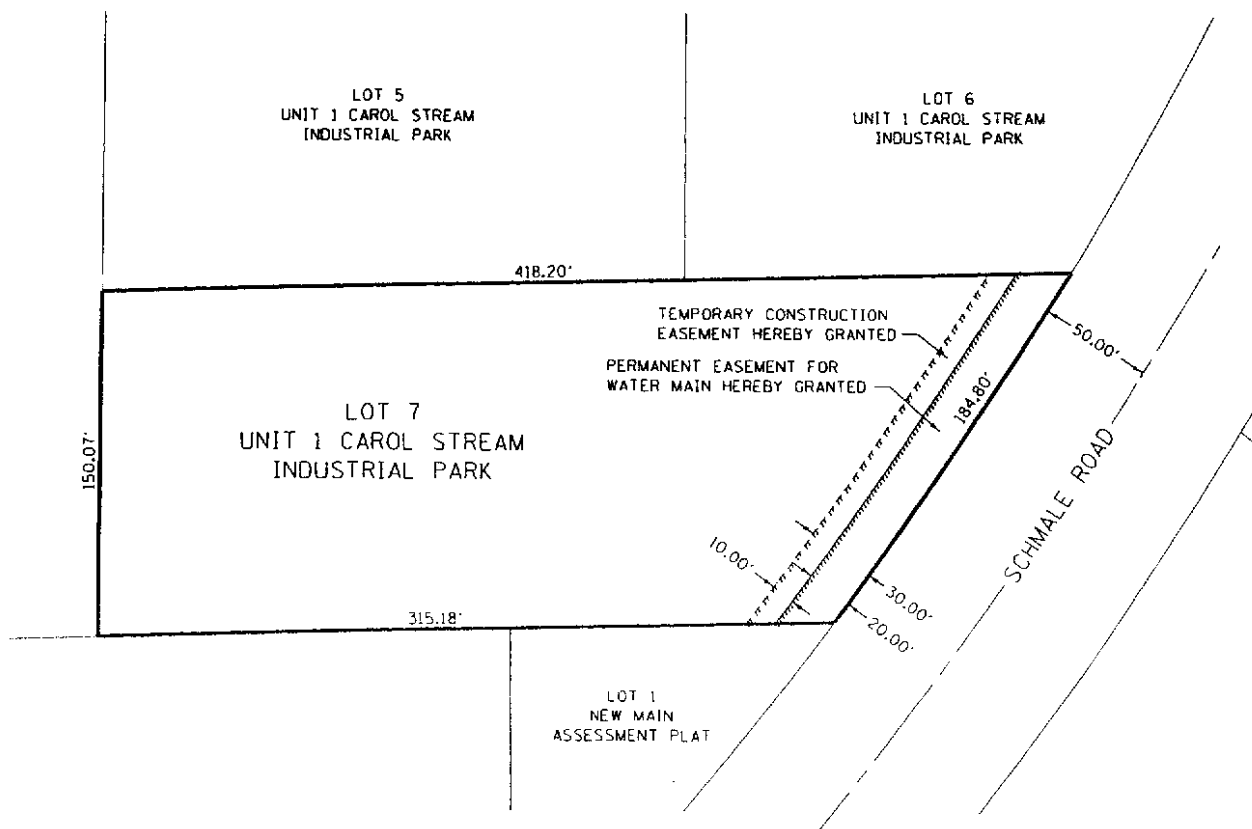
LEGAL DESCRIPTION OF EASEMENT PROPERTY

The easterly 20.00 feet of Lot 7 in Unit 1 of Carol Stream Industrial Park, a Subdivision of par of the East Half of Southwest Quarter of Section4, Township 39 North, Range 10, East of Third Principal Meridian, according to the plat thereof recorded April 8, 1963 as Document R63-10466, in DuPage County, Illinois.

LEGAL DESCRIPTION OF TEMPORARY EASEMENT PROPERTY

The westerly 10.00 feet of the easterly 30.00 feet of Lot 7 in Unit 1 of Carol Stream Industrial Park, a Subdivision of par of the East Half of Southwest Quarter of Section4, Township 39 North, Range 10, East of Third Principal Meridian, according to the plat thereof recorded April 8, 1963 as Document R63-10466, in DuPage County, Illinois.

EXHIBIT B



SCALE: 1"=80'



Thomas engineering group, llc
238 South Kenilworth Avenue
Suite 102
Oak Park, IL 60502
phone: 815-532-1700

VILLAGE OF CAROL STREAM
WATER MAIN PROJECT

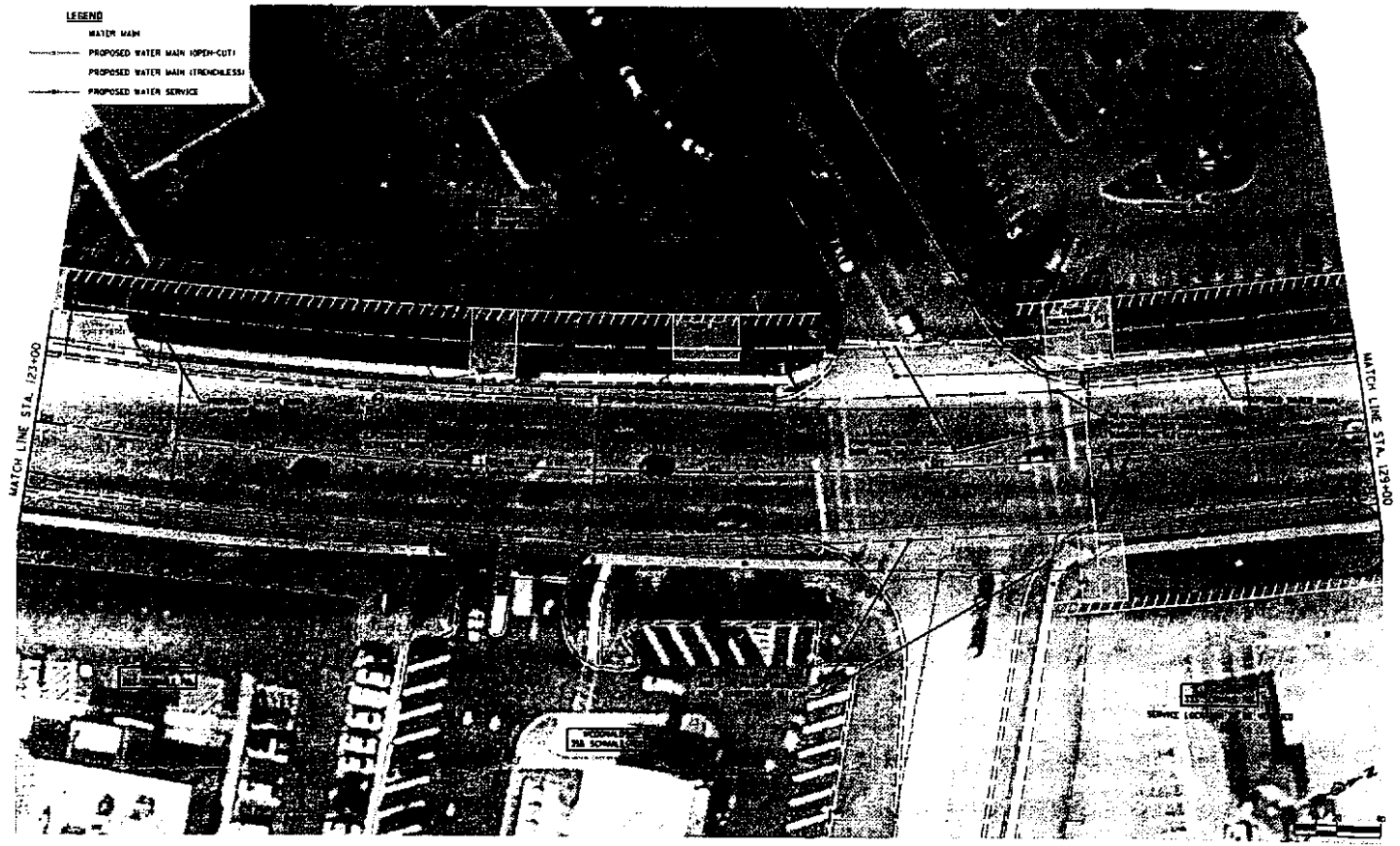
362 SCHMALE ROAD
CAROL STREAM, IL
P.I.N.: 05-04-303-007

SHEET NO.

XX OF XX

LEGEND

- WATER MAIN
- PROPOSED WATER MAIN (OPEN-CUT)
- PROPOSED WATER MAIN (TRENCHLESS)
- PROPOSED WATER SERVICE



HORIZONTAL SCALE IN FEET

DRAWN BY	JBH	DATE	06/23/14
CHECKED BY	KCV	SCALE	1" = 20'

NO.	DATE	DESCRIPTION

thomas
ENGINEERING GROUP
2001 WEST 15th AVENUE
DENVER, COLORADO 80202
303.755.1111

VILLAGE OF CARD STREAM
 WATER MAIN PROJECT

SCHMALE ROAD

RESOLUTION NO.

**A RESOLUTION ACCEPTING A GRANT OF A WATER MAIN EASEMENT
(CHICAGO MEDINAH TEMPLE ASSOCIATION, 24W280 ST. CHARLES ROAD)**

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to execute an Agreement for Acceptance of a Water Main Easement between Chicago Medinah Temple Association, 24W280 St. Charles Road ("Grantor") and the Village of Carol Stream ("Grantee").

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

SECTION 1: That the Mayor and Village Clerk of the Village of Carol Stream be and the same are hereby authorized to execute the Agreement for Grant of a Water Main Easement, attached hereto as Exhibit "A" and as approved by the Village Attorney. The address of the property is: 24W280 St. Charles Road, Carol Stream, Illinois with a P.I.N of 05-04-202-002.

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

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

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

PASSED AND APPROVED THIS 4th DAY OF MAY, 2015.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

Prepared by and return to:

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

GRANT OF WATER MAIN EASEMENT

THIS GRANT OF WATER MAIN EASEMENT ("Grant of Easement") is made this 16 day of APRIL, 2015, by CHICAGO MEDINAH TEMPLE ASSOCIATION (CMTA)

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

WITNESSETH:

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

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

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

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

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

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

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

3. Grantor further grants and conveys to the Grantee a temporary construction easement for the full and free right, privilege and authority to construct and install a water main and all facilities thereto , in, on, upon, over, through, across the property as legally described in Exhibit A, attached hereto and made a part hereof (the Temporary Easement). The Temporary Easement shall terminate on the date which is twenty-four (24) months from the date this Grant of Easement is recorded.

4. Grantor hereby agrees to and with the Grantee that the officers, agents, employees, successors, grantees, lessees and assigns of the Grantee may, at any and all times designated herein, when necessary and convenient to do so, go in, on, upon,

over and across the Grantor Property and the Easement Premises, and do and perform any and all acts necessary or convenient to the carrying into effect the purposes for which this Grant of Easement and the Easement created hereby are made, and that the Grantor shall not disturb, molest, injure or in any manner interfere with the aforesaid water main, and all facilities and activities incidental thereto.

5. The Easement shall be used and enjoyed solely by Grantee and its duly authorized officers, agents, contractors or employees to conduct the Easement Activities in accordance with this Grant of Easement. Grantee shall not assign its rights under this Grant of Easement in whole or in part or grant permission to traverse, enter upon or otherwise use the Easement Premises to any other person or entity without the prior written consent of Grantor.

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

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

8. All work, labor, services, equipment, tools and materials to be performed, furnished or used directly or indirectly in, or in connection with, the Easement Activities, and all other matters and things to be performed, furnished or used, or expenses to be paid, under the term of this Grant of Easement, are to be at the sole expense of the

Grantee, and all such work shall be performed promptly and completed in each instance with diligence and as soon as reasonably practicable after commencement thereof. Grantee shall not cause or suffer or permit to be created any mechanics' or materialmen's liens or claims against the Grantor Property or the Easement Premises. Grantee shall defend, indemnify and hold harmless Grantor from and against any such claims or liens.

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

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

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

To Grantor: CHICAGO MEDINAH TEMPLE ASSOCIATION
C/O RECORDER
550 N. SHRINERS DRIVE
ADDISON, IL 60101

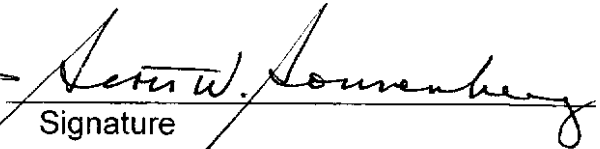
To Grantee: VILLAGE OF CAROL STREAM
500 N. Gary Avenue
Carol Stream, Illinois 60186
Attn: Village Engineer

12. This Agreement contains the entire agreement between the Parties with respect to the use of the Easement Premises and the Grantor Property by Grantee in connection with the Easement Activities, and cannot be modified except by a writing, dated subsequent to the date hereof, and signed by both Parties.

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

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

Grantor:

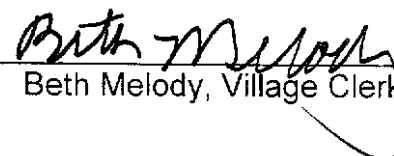
 
Signature Signature

R. MICHAEL KELTNER
Print Name

SCOTT W. SONNENBERG
Print Name

Agreed to and accepted by the Village of Carol Stream, DuPage County, Illinois, this _____ day of _____, 2015.

By: 
Frank Saverino, Sr., Mayor

ATTEST: 
Beth Melody, Village Clerk

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

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

GIVEN under my hand and official seal, this 16TH day of APRIL, 2015.



Helene Morrison

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 4 in Milton Township Supervisors Assessment Plat Number 4, being lot 1 in the northeast quarter of section 4, township 39 north, range 10 east of the third principal meridian, in DuPage county, Illinois, according to the plat thereof recorded April 14, 1944 as document 461047, except that part of said lot lying westerly of a straight line drawn across said lot from a point in the northerly line thereof that is 171.1 feet easterly, measured along said northerly line, from the northwest corner of said lot to a point in the southerly line of said lot that is 144.2 feet easterly, measured along said southerly line, from the southwest corner of said lot; also except the east 450 feet of said lot 4 as measured on the southerly line, by 445.3 feet as measured on the northerly line thereof.

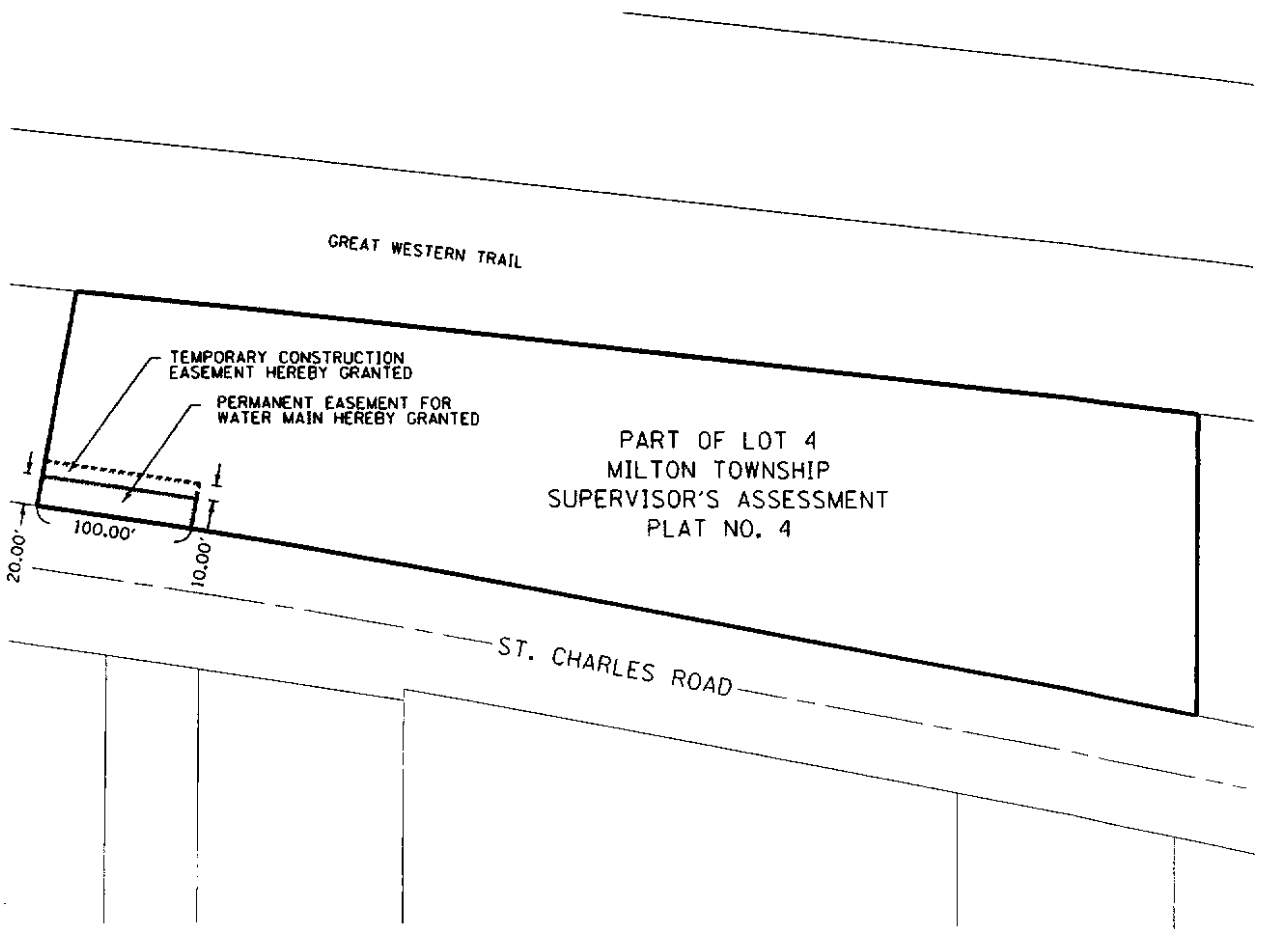
LEGAL DESCRIPTION OF EASEMENT PROPERTY

The southerly 20.00 feet of the westerly 100.00 feet of the following described parcel: Lot 4 in Milton Township Supervisors Assessment Plat Number 4, being lot 1 in the northeast quarter of section 4, township 39 north, range 10 east of the third principal meridian, in DuPage county, Illinois, according to the plat thereof recorded April 14, 1944 as document 461047, except that part of said lot lying westerly of a straight line drawn across said lot from a point in the northerly line thereof that is 171.1 feet easterly, measured along said northerly line, from the northwest corner of said lot to a point in the southerly line of said lot that is 144.2 feet easterly, measured along said southerly line, from the southwest corner of said lot; also except the east 450 feet of said lot 4 as measured on the southerly line, by 445.3 feet as measured on the northerly line thereof.

LEGAL DESCRIPTION OF TEMPORARY EASEMENT PROPERTY

The northerly 10.00 feet of the southerly 30.00 feet of the westerly 100.00 feet of the following described parcel: Lot 4 in Milton Township Supervisors Assessment Plat Number 4, being lot 1 in the northeast quarter of section 4, township 39 north, range 10 east of the third principal meridian, in DuPage county, Illinois, according to the plat thereof recorded April 14, 1944 as document 461047, except that part of said lot lying westerly of a straight line drawn across said lot from a point in the northerly line thereof that is 171.1 feet easterly, measured along said northerly line, from the northwest corner of said lot to a point in the southerly line of said lot that is 144.2 feet easterly, measured along said southerly line, from the southwest corner of said lot; also except the east 450 feet of said lot 4 as measured on the southerly line, by 445.3 feet as measured on the northerly line thereof.

EXHIBIT B



SCALE: 1"=120'



thomas engineering group llc
238 south kenilworth avenue
suite 100
oak park, il 60302
phone: 655-633-1700

VILLAGE OF CAROL STREAM
WATER MAIN PROJECT

24W280 ST. CHARLES ROAD
CAROL STREAM, IL
P.I.N.: 05-04-202-002

SHEET NO.

XX OF XX

Village of Carol Stream
Interdepartmental Memorandum

TO: Joseph Breinig, Village Manager
FROM: Adam Frederick, Civil Engineer *R*
DATE: April 30, 2015
RE: West Branch DuPage River Trail – Plat of Dedication for Fair Oaks Road

In order to relocate existing utilities that are in conflict with the construction of the West Branch DuPage River Trail Project, public right-of-way on the west side of Fair Oaks Road between Lies Road and a point north of Riviera Court needs to be granted by the Forest Preserve District of DuPage County. The portion between Jason Court and a point south of Riviera Court needs to be accepted by the Village of Carol Stream. The remaining portions will need to be accepted by the Wayne Township Road District as they are outside of the Village's corporate limits.

A previous intergovernmental agreement (IGA) between the Village, Wayne Township Road District and the Forest Preserve District was approved in 2011. In that agreement the right-of-way dedication would be no cost to the Village or Wayne Township.

The Plat of Dedication includes property on the west side of Fair Oaks Road from Jason Court to a point south of Riviera Court. (See attached). This property was previously annexed in 2005 as part of the Jason Court Subdivision per DuPage County Document R2005-08713. Engineering staff recommends that the resolution for the Plat of Dedication for Fair Oaks Road be approved accepting the right-of-way dedication from the Forest Preserve District.

Cc: James Knudsen, Director of Engineering Services
Phil Modaff, Director of Public Works
Don Bastian, Assistant Community Development Director
William N. Cleveland, Assistant Village Engineer

RESOLUTION NO.

**A RESOLUTION APPROVING A PLAT OF DEDICATION
FOR PUBLIC RIGHT-OF-WAY PURPOSES - FAIR OAKS ROAD**

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

SECTION 1: Approval is hereby given to accept a Plat of Dedication for Public
Right-of-Way Purposes as shown on Exhibit "A".

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

PASSED AND APPROVED THIS 4th DAY OF MAY, 2015.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

Village of Carol Stream
INTER-DEPARTMENTAL MEMO

TO: Mayor and Trustees
FROM: Robert Mellor, Assistant Village Manager *Rm*
DATE: May 4, 2015
RE: Village Bible Church –

Attached is a request from Village Bible Church to use the Kuhn/Birchbark detention basin for a 4 day soccer camp in July. **This agreement is similar to the one approved by the Village Board last year.** Participants are 1st - 6th grade students and the Church anticipates there will be approximately 25-30 participants for this summer's camp. The camp is branded as High Power Soccer sponsored by Awana Clubs International and there are 9-11 volunteers who run the camp. Participants bring their own soccer balls and they use large cones for goals and exercise drills. Children are dropped off at the church (located on Kuhn Road) and walk to the field with their coaches. They participate in soccer activities and then walk back to the church. Activities continue at the church in a traditional Vacation Bible School format.

Village Bible Church is requesting a license agreement to use the subject property for soccer camp on Monday – Thursday between the hours of 6:15 p.m. – 8:30 p.m. from July 20, 2015 – July 23, 2015. The Panther's Soccer club has indicated this agreement will not conflict with their existing license agreement to use this field as they only plan to use this field if the Shelburne detention facility field is too wet to use. The license agreement requires the Village Bible Church to hold the Village harmless and name the Village as additional insured on their insurance policy.

Attached for the Village Board's consideration is a license agreement between the Village and Village Bible Church to use the Kuhn/Birchbark detention basin for soccer camp from 6:15 p.m. – 8:30 p.m. from July 20, 2015 – July 23, 2015. This license agreement is similar to agreements we have used in the past for these types of activities (Panther's Soccer and Carol Stream Youth Cheerleading Associations).

Cc: Joseph E. Breinig, Village Manager
Phil Modaff, Director of Public Works

**LICENSE AGREEMENT BETWEEN
THE VILLAGE OF CAROL STREAM
AND
VILLAGE BIBLE CHURCH
PERMITTING THE CHURCH TO UTILIZE
VILLAGE-OWNED LAND FOR SOCCER CAMP**

WHEREAS, the Village owns property generally located at the northwest corner of Birchbark Trail and Kuhn Road, commonly known as Birchbark Detention Basin (hereinafter referred to as the "Subject Property"); and

WHEREAS, Village Bible Church seeks to use Subject Property for recreational purposes for a limited period of time for a 4-day soccer camp and has determined it would be convenient to use Subject Property due to its close proximity to their Village Bible Church facility on Kuhn Road; and,

WHEREAS, the Village is willing to permit Village Bible Church, through this license agreement, to utilize the Subject Property for the purpose of hosting a summer soccer camp subject to the terms and conditions of this agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN, the Village of Carol Stream ("Village") and Village Bible Church, do agree, as follows:

1. Subject to the terms and conditions contained within this license agreement, Village Bible Church may utilize the Subject Property for soccer camp as follows:

Soccer Camp: 1 week from July 20 thru July 23, 2015
Monday thru Thursday, 6:15 p.m.-8:30 p.m.

2. Village Bible Church shall hold harmless, defend and indemnify the Village, its officers, employees and independent contractors, against any claims, demands, suits or judgments entered against the aforesaid parties arising out of or associated in any way with activities pursuant to this license agreement. Village Bible Church shall not be responsible for any activity, which is not related in any way to programs, sponsored by or permitted to take place on the Subject Properties. Village Bible Church shall maintain a general liability insurance policy of the type and limits as contained in the attached. In addition Village Bible Church, pursuant to this agreement, shall name the village and the other parties listed above as additional insured under any general liability insurance policy to which it is a party. The obligation to hold harmless, defend and indemnify is also intended by the parties to constitute a contract sufficient to cause the implementation of any contractual liability provision contained with any insurance contract.

3. The use of the properties by Village Bible Church shall take place only between the hours and dates specified in Section 1 above.
4. Village Bible Church shall cause all litter and trash to be removed after each practice.
5. There will be no vehicle drop-off or pick-up of soccer camp participants at Subject Property
6. The license agreement fee shall be \$1.00 payable upon execution of this agreement.
7. At the end of the period set forth in this license agreement Village Bible Church will return the Subject Property to the Village in the same condition in which it received it, normal wear and tear excepted. In the event the use should cause a deterioration in the quality or quantity of the grass which currently covers the Subject Property, the Village, at its reasonable discretion may require Village Bible Church to re-seed and maintain those damaged portions of the Subject Property until a mature growth of grass occurs or undertake that work and bill Village Bible Church for its actual personnel, material and equipment costs.
8. This agreement shall expire at the end of soccer camp on July 23, 2015. Either party may cancel this license agreement upon prior written notice, but said cancellation shall not affect the obligation of Village Bible Church to hold harmless, defend and indemnify for any events, which took place during the term of the agreement.

DATED THIS 4th DAY OF MAY, 2015.

VILLAGE OF CAROL STREAM

VILLAGE BIBLE CHURCH

Frank Saverino, Sr., Mayor

Ray Gurunian, Pastor, Village Bible Church

Village of Carol Stream
 Schedule of Bills
 For Village Board Approval on May 4, 2015

AGENDA ITEM
L-1 5-4-15

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
A T & T					
MONTHLY SRV APRL-MAY 15 2015	440.18	01652800-52230	TELEPHONE	630Z57651904 4/16/15	
	<u>440.18</u>				
AAA CONCRETE RAISING COMPANY					
MUDJACKING WK COMPLETED 4/15/15	3,654.00	01670500-52272	PROPERTY MAINTENANCE	3033	
	<u>3,654.00</u>				
ARMBRUST PLUMBING, HEATING & AIR CONDITIO					
HVAC PREVENTIVE MTC 2ND HLF BAL	2,350.00	01670400-52244	MAINTENANCE & REPAIR	77321A	
	<u>2,350.00</u>				
B & F CONSTRUCTION CODE SERVICES, INC					
102 S SCHMALE RD -SPRINKLER SYSTM	392.34	01643700-52253	CONSULTANT	41425	
	<u>392.34</u>				
BEDROCK EARTHSCAPES LLC					
TC APRIL CUTTINGS & HERBICIDE	930.00	01620100-52272	PROPERTY MAINTENANCE	162	
TC APRIL CUTTINGS & HERBICIDES	6,883.00	01620100-52272	PROPERTY MAINTENANCE	161	
	<u>7,813.00</u>				
CH2MHILL OMI					
WRC SCREW PUMP REHAB PROJ	9,200.00	04101100-54480	CONSTRUCTION	61216	
	<u>9,200.00</u>				
CHICAGO METROPOLITAN AGENCY FOR PLANNING					
2016 LOCAL CONTRIBUTION	380.15	01520000-52234	DUES & SUBSCRIPTIONS	67943	
	<u>380.15</u>				
CHRISTOPHER B BURKE ENGR LTD					
PROF SRV FOR MARCH 2015	539.65	01620100-52253	CONSULTANT	121647	
	<u>539.65</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on May 4, 2015**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
CLARKE ENVIROMENTAL MOSQUITO MGMNT					
PAYMENT #1 OF 4 MOSQUITO MGMNT SRVS	8,325.00	01670100-52269	MOSQUITO ABATEMENT	6351598	
	<u>8,325.00</u>				
COMCAST CABLE					
CHRG'S FOR MAY 2015	73.40	01652800-52234	DUES & SUBSCRIPTIONS	0010112 04/20/15	
SRV FOR 04/26 - 05/25 2015	4.21	01652800-52234	DUES & SUBSCRIPTIONS	0113254 04/19/15	
	<u>77.61</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on May 4, 2015**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
COMED					
SERV FOR 3/24- 4/22 2015	40.39	01662300-52298	ATLE SERVICE FEE	4202129060	4/22/15
SERV FRM 03/23 - 04/21 2015	1,044.82	04201600-53210	ELECTRICITY	0300009027	04/22/15
SERV FRM 03/23 - 04/21 2015	77.96	04201600-53210	ELECTRICITY	2514004009	4/21/15
SERV FRM 03/23 - 04/21 2015	278.98	01670300-53213	STREET LIGHT ELECTRICITY	6213120002	4/21/15
SERV FRM 03/23 - 04/21 2015	571.20	04101500-53210	ELECTRICITY	2496057000	4/21/15
SERV FRM 03/24 - 04/22 2015	177.06	01670600-53210	ELECTRICITY	6337409002	04/22/15
SERV FRM 03/25 - 04/22 2015	55.03	04101500-53210	ELECTRICITY	2073133107	4/22/15
SERV FRM 03/25 - 04/22 2015	57.74	01670300-53213	STREET LIGHT ELECTRICITY	2207156029	04/22/15
SERV FRM 03/25 - 04/22 2015	64.20	01670300-53213	STREET LIGHT ELECTRICITY	3480136046	04/22/15
SERV FRM 03/25 - 04/22 2015	69.22	01670600-53210	ELECTRICITY	4430145023	04/23/15
SERV FRM 03/25 - 04/22 2015	71.31	01670300-53213	STREET LIGHT ELECTRICITY	0801065136	4/22/15
SERV FRM 03/25 - 04/22 2015	118.38	01670300-53213	STREET LIGHT ELECTRICITY	0822115042	04/22/15
SERV FRM 3/13- 04/13 2015	19.77	01670300-53213	STREET LIGHT ELECTRICITY	1083101009	4/14/15
SERV FRM 3/25 - 4/22 2015	42.05	01670300-53213	STREET LIGHT ELECTRICITY	6597112015	4/23/15
SERV FRM 3/25 - 4/22 2015	47.10	01670300-53213	STREET LIGHT ELECTRICITY	1353117013	4/23/15
SERV FRM 3/25 - 4/22 2015	57.82	01670300-53213	STREET LIGHT ELECTRICITY	0975048036	04/23/15
SERV FRM 3/25 - 4/23 2015	22.38	01670300-53213	STREET LIGHT ELECTRICITY	1603109101	04/24/15
SERV FRM 3/26 - 4/28 2015	30.66	01670600-53210	ELECTRICITY	2127117053	04/28/15
SRV FRM 03/20 - 04/20 2015	21.06	01670600-53210	ELECTRICITY	0803155026	4/20/15
SRV FRM 03/20 - 04/20 2015	21.06	01670600-53210	ELECTRICITY	1865134015	4/20/15
SRV FRM 03/20 - 04/20 2015	98.07	01670300-53213	STREET LIGHT ELECTRICITY	0030086009	4/20/15
SRV FRM 03/24 - 4/22 2015	132.54	01670300-53213	STREET LIGHT ELECTRICITY	6675448009	04/22/15
SRV FRM 03/25 - 04/22 2015	23.22	01670300-53213	STREET LIGHT ELECTRICITY	1043062112	04/23/15
SRV FRM 03/27 - 04/24 2015	31.13	01670600-53210	ELECTRICITY	5838596003	04/24/15
SRV FRM 3/20 - 4/20 2015	21.06	01670600-53210	ELECTRICITY	4483019016	4/20/15
SRV FRM 3/20 - 4/20 2015	101.00	01670300-53213	STREET LIGHT ELECTRICITY	3153036011	4/20/15
SRV FRM 3/23 - 4/22 2015	849.90	01670300-53213	STREET LIGHT ELECTRICITY	5853045025	4/23/15
SRV FRM 3/25 - 4/23 2015	67.10	04101500-53210	ELECTRICITY	0291093117	4/23/15
	4,212.21				

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CONSTELLATION NEW ENERGY					
SERV FRM 03/13 - 04/12 2015	385.77	04101500-53210	ELECTRICITY	00235592310001	
SERV FRM 03/23 - 04/20 2015	2,341.17	04201600-53210	ELECTRICITY	00238176370001	
	<u>2,726.94</u>				
COSTCO WHOLESALE					
SNACKS FOR VLG HALL VENDING MACH APRIL/15	256.54	01590000-53380	VENDING MACHINE SUPPLIES	VENDING MACH APRL/15	
	<u>256.54</u>				
COUNTY COURT REPORTERS INC					
CASE #15058	150.00	01530000-52241	COURT REPORTER FEES	115192	
	<u>150.00</u>				
CRYSTAL MGMT & MAINTENANCE SRV'S CORP					
CLEANING SERV'S FOR MAY/2015	860.00	01670100-52276	JANITORIAL SERVICES	22847	
CLEANING SERV'S FOR MAY/2015	1,385.00	01680000-52276	JANITORIAL SERVICES	22847	
	<u>2,245.00</u>				
DAVID G BAKER					
LGDF PSA PROD SRV 4/16/15	110.00	01590000-52253	CONSULTANT	041815	
VLG BOARD MTG TELECAST PRODUCTION 4/20/15	137.50	01590000-52253	CONSULTANT	042015	
	<u>247.50</u>				
DON BASTIAN					
REIMBURSEMENT-TRAVEL 4/16-21 2015	1,118.23	01641800-52223	TRAINING	NT'L APA CONF	
	<u>1,118.23</u>				
DPS EQUIPMENT SERVICES					
WRC PUMP REHAB PHASE II CONST	39,381.00	04101100-54480	CONSTRUCTION	15106A	
	<u>39,381.00</u>				
DUPAGE COUNTY					
CJIS DATA PROCESSING PD JAN-MAR 2015	750.00	01662600-52247	DATA PROCESSING	IA 40	
	<u>750.00</u>				

**Village of Carol Stream
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DUPAGE WATER COMMISSION					
OPER/MTC MAR/2015	453,649.92	04201600-52283	DUPAGE CTY WATER COMMISSION	10832	
	<u>453,649.92</u>				
GEXPRO					
STREET LIGHTS	2,754.04	01670300-53215	STREET LIGHT SUPPLIES	265-234204	
	<u>2,754.04</u>				
GOVTEMPSUSA LLC					
COM DEV INSP 4/12/15	560.00	01642100-52253	CONSULTANT	1697121	
COM DEV INSP SRV 04/05/15	560.00	01642100-52253	CONSULTANT	1697120	
OFFICE MGR SRV 04/05/15	1,384.40	01590000-52253	CONSULTANT	1697122	
OFFICE MGR SRV 4/12/15	1,384.40	01590000-52253	CONSULTANT	1697123	
	<u>3,888.80</u>				
H & H ELECTRIC COMPANY					
STREET LIGHT RPLMNT LIES/HIGH RIDGE PASS	3,827.82	01670300-52271	STREET LIGHT MAINTENANCE	24136	
	<u>3,827.82</u>				
HBK WATER METER SERVICE INC					
LARGE METER TESTING	1,124.80	04201400-52282	METER MAINTENANCE	15-223	
METER TESTS	406.35	04201600-52282	METER MAINTENANCE	15-209	
	<u>1,531.15</u>				
HD SUPPLY WATERWORKS					
SENSUS LARGE METER ORDER	2,480.00	04201400-53333	NEW METERS	D677889	
SENSUS LARGE METER ORDER	2,480.00	04201400-53333	NEW METERS	D677891	
SENSUS LARGE METER ORDER	18,093.00	04201400-53333	NEW METERS	D787580	
	<u>23,053.00</u>				
ILLINOIS DEPT OF AGRICULTURE					
PEST CONTROL LIC APPLICATION FEE	20.00	01670400-52234	DUES & SUBSCRIPTIONS	N TECHTER	
	<u>20.00</u>				

**Village of Carol Stream
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JULIE INC					
LOCATES THRU 4/20/15	567.49	01670300-52272	PROPERTY MAINTENANCE	2015-0369 3/31/15	
LOCATES THRU 4/20/15	567.49	04101500-52272	PROPERTY MAINTENANCE	2015-0369 3/31/15	
LOCATES THRU 4/20/15	567.50	04201600-52272	PROPERTY MAINTENANCE	2015-0369 3/31/15	
	<u>1,702.48</u>				
JAMESON LANDSCAPING SERVICES INC					
LANDSCAPE MTC THRU APRIL 2015	14,650.00	01670400-52272	PROPERTY MAINTENANCE	5568	
	<u>14,650.00</u>				
JOHN L FIOTI					
ATLE/TOW LEGAL FEES 4/8/15	225.00	01662300-52310	ATLE LEGAL ADJUDICATION	C S 75	
ATLE/TOW LEGAL FEES 4/8/15	225.00	01570000-52238	LEGAL FEES	C S 75	
	<u>450.00</u>				
KLEIN, THORPE & JENKINS, LTD					
LEGAL SERVICES - MARCH 2015	61.50	11740000-52238	LEGAL FEES	175134 04/14/15	
LEGAL SERVICES - MARCH 2015	963.50	01510000-52238	LEGAL FEES	175134 04/14/15	
LEGAL SERVICES - MARCH 2015	9,800.23	01570000-52238	LEGAL FEES	175134 04/14/15	
	<u>10,825.23</u>				
LAUREEN A ROSE LCSW					
CONSULTATION 4/17/15	200.00	01662500-52223	TRAINING	4/17/15 M THOMAS	
	<u>200.00</u>				
MIDCO					
CHG'D SYSTEM PASSWORD MITEL 3300	72.50	01652800-52253	CONSULTANT	293261	
	<u>72.50</u>				
MIDWEST METER INC					
ITRON & METER INVENTORY	5,947.91	04201400-53333	NEW METERS	0065834-IN	
	<u>5,947.91</u>				

**Village of Carol Stream
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MIDWEST THARPE OF IL					
NME TAGS-MCCARTHY,HENNESSEY,CZARNECKI,S	59.25	01520000-52222	MEETINGS	15006	
	<u>59.25</u>				
MNJ TECHNOLOGIES DIRECT					
SHAREPOINT UPGRADES	277.50	01652800-52253	CONSULTANT	SVC17785	
SHAREPOINT UPGRADES	323.75	01652800-52253	CONSULTANT	SVC17851	
SHAREPOINT UPGRADES	7,735.75	01652800-52253	CONSULTANT	SVC17879	
	<u>8,337.00</u>				
P R STREICH & SONS INC					
BAY 2 LIFT REPLACEMENT	13,540.00	01696200-52244	MAINTENANCE & REPAIR	41014	
	<u>13,540.00</u>				
PLOTE CONSTRUCTION INC					
2015 FLEXIBLE PAVEMENT PROJECT	-22,611.83	11-21112	RETAINAGE - PLOTE	150040.01	
2015 FLEXIBLE PAVEMENT PROJECT	226,118.30	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	150040.01	
	<u>203,506.47</u>				
STEINBRECHER LAND SURVEYORS INC					
PLATS OF ANNEXATIONS	1,950.00	01643700-52253	CONSULTANT	11911	
	<u>1,950.00</u>				
TELCOM INNOVATIONS GROUP LLC					
TELEPHONE/VOICEMAIL UPGRADE	9,565.11	01652800-54412	OTHER EQUIPMENT	A45930	
	<u>9,565.11</u>				
THE BLUE LINE					
AD FOR RECORDS SUPERVISIOR	249.00	01600000-52228	PERSONNEL HIRING	32393	
	<u>249.00</u>				
TIM'S AUTO BODY					
REPAIR TO SOU VEHICLE	1,393.68	01662700-52244	MAINTENANCE & REPAIR	RPT #3831	
	<u>1,393.68</u>				

**Village of Carol Stream
Schedule of Bills
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TRANSYSTEMS CORPORATION					
CONST DRW FAIR OAKS/W BR DUPG RIVER PH II	2,580.46	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	2784988-12	
PROF SERV'S THRU APRIL 10TH 2015	2,500.06	01620100-52253	CONSULTANT	2783700	
	<u>5,080.52</u>				
UTILITY DYNAMICS CORPORATION					
LED STREET LIGHT REPLMNT -PH III FINAL	14,342.78	11-21450	RETAINAGE - UTILITY DYNAMICS	0422-1862	
	<u>14,342.78</u>				
VISU SEWER OF ILLINOIS LLC					
SANITARY SEWER & REHAB PAY REQUEST #1	-9,442.67	04-21226	RETAINAGE - VISU-SEWER	6873	
SANITARY SEWER & REHAB PAY REQUEST #1	94,426.71	04101500-52244	MAINTENANCE & REPAIR	6873	
	<u>84,984.04</u>				
WHEATON BANK AND TRUST					
WB & T FEES - MAR/2015	229.87	04103100-52256	BANKING SERVICES	7509063 MAR/2015	
WB & T FEES - MAR/2015	229.87	04203100-52256	BANKING SERVICES	7509063 MAR/2015	
WB & T FEES - MAR/2015	791.68	01610100-52256	BANKING SERVICES	7509063 MAR/2015	
	<u>1,251.42</u>				
GRAND TOTAL	<u><u>\$951,091.47</u></u>				

The preceding list of bills payable totaling \$951,091.47 was reviewed and approved for payment.

Approved by:



Joseph Freinig - Village Manager

Date: 5/1/15

Authorized by:

Frank Saverino Sr - Mayor

Laura Czarnecki- Village Clerk

ADDENDUM WARRANTS
April 21, 2015 thru May 4, 2015

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll April 13, 2015 thru April 26, 2015	469,279.73
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll April 13, 2015 thru April 26, 2015	34,895.33
				<u>504,175.06</u>

Approved this _____ day of _____, 2015

By: _____
Frank Saverino Sr - Mayor

Laura Czarnecki - Village Clerk