

Village of Carol Stream

BOARD MEETING

AGENDA

October 6, 2014

7:30 P.M.

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

B. MINUTES:

1. Approval of the Minutes of the September 15, 2014 Special Meeting of the Village Board.
2. Approval of the Minutes of the September 15, 2014 Village Board Meeting.

C. LISTENING POST:

1. Addresses from Audience (3 Minutes).
2. Presentation of the MADD Hero and MADD Officer of the Year Award.
3. Resolution No. 2739 Honoring Matt Harrison on his 30th Anniversary of Employment with the Police Department.
4. Resolution No. 2740 Honoring Charles McGuire on his 25th Anniversary of Employment with the Police Department.
5. Proclamation Designating October Breast Cancer Awareness Month.

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:

Village of Carol Stream

BOARD MEETING

AGENDA

October 6, 2014

7:30 P.M.

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

G. OLD BUSINESS:

H. STAFF REPORTS AND RECOMMENDATIONS:

1. Conservation Foundation's Conservation in our Community Program. *Carol Stream has been selected as one of five DuPage County communities for participation in the Conservation Foundation's Conservation in our Community Program and is requesting a \$1,000 financial commitment and letter of support from participants.*
2. Approval of payment to the DuPage County Collector in the amount of \$30,370.54 to refund TIF taxes overpaid to the Village. *A 2011 assessment appeal was initiated by a property owner within the Geneva Crossing Shopping Center/TIF District. This appeal was adjudicated by the Illinois Property Tax Appeal Board, resulting in a final decision on August 22, 2014 which ordered a reduction in assessment. Since the Village previously received the TIF taxes, they must now be refunded to the County which has already processed the refund to the appellant.*
3. FOP Contract Schedule Amendment. *The Village and Fraternal Order of Police Officer's union negotiated a midterm amendment to the labor contract allowing the Village to adjust officer work schedules on a trial basis, reduce overtime costs and allow greater opportunity for officers to use accrued leave time.*
4. WRC Aeration System Improvement Phase II-Change Order #1. *Staff recommends approval of a motion authorizing Change Order #1 to the WRC Aeration System Improvement Project in the amount of \$889.75.*
5. Award a Contract for Tree Trimming Services. *Staff recommends approval of a motion awarding a contract to Steve Piper & Sons in the amount of \$47,968.00 for tree trimming services.*

I. ORDINANCES:

Village of Carol Stream

BOARD MEETING

AGENDA

October 6, 2014

7:30 P.M.

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

1. Ordinance No. _____ Annexing Certain Territory into the Village of Carol Stream. *Annexation of the DuPage Auto Bath Property at 27W230 North Avenue. Staff recommends approval of Ordinances for annexation and zoning approvals for the DuPage Auto Bath property in accordance with the preannexation agreement for that property.*
2. Ordinance No. _____ Zoning newly Annexed Territory upon Annexation to B-3 Service District. *(DuPage Auto Bath located at 27W230 North Avenue)*
3. Ordinance No. _____ Granting a Special Use Permit for an Auto Laundry, a Special Use Permit for Open Sales Lot, a Zoning Code Variation for Front Yard Setback and a Sign Code Variation for Menu Board Sign. *(DuPage Auto Bath located at 27W230 North Avenue)*

J. RESOLUTIONS:

1. Resolution No. _____ to Record the Determination of the Corporate Authorities of the Village of Carol Stream of the Amounts of Money Estimated to be Necessary to be Raised by Taxation on Taxable Property for the Fiscal Year Beginning May 1, 2014, and ending April 30, 2015. *This action is required by the Illinois Truth in Taxation Act (35 ILCS 200/18-60) and must be completed no sooner than 20 days prior to adoption of the final 2014 property tax levy. The Village Board is required to approve the tax levy request of the Library Board based on how the Library is organized under Illinois Statutes. Final adoption of the tax levy is scheduled for the Village Board meeting of November 3, 2014.*
2. Resolution No. _____, Acceptance of Schmale and St. Charles Road Watermain Easements. *Acceptance of new watermain easements along Schmale and St. Charles Roads – Wendy's, 424 S. Schmale Road.*
3. Resolution No. _____, Acceptance of Schmale and St. Charles Road Watermain Easements. *Acceptance of new watermain easements along Schmale and St. Charles Roads – Armanetti's, 370 S. Schmale Road.*
4. Resolution No. _____, Acceptance of Schmale and St. Charles Road Watermain Easements. *Acceptance of new watermain easements*

Village of Carol Stream

BOARD MEETING

AGENDA

October 6, 2014

7:30 P.M.

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

along Schmale and St. Charles Roads – Carol's Garden, 24W211 St. Charles Road.

5. Resolution No. _____, Acceptance of Schmale and St. Charles Road Watermain Easements. *Acceptance of new watermain easements along Schmale and St. Charles Roads – Village Tavern, 291 S. Schmale Road.*
6. Resolution No. _____, Acceptance of Schmale and St. Charles Road Watermain Easements. *Acceptance of new watermain easements along Schmale and St. Charles Roads – Countryside Animal Clinic, 24W380 St. Charles Road.*
7. Resolution No. _____, Acceptance of Schmale and St. Charles Road Watermain Easements. *Acceptance of new watermain easements along Schmale and St. Charles Roads – Saigon Oriental Market, 606-632 St. Charles Road.*
8. Resolution No. _____, Declaring Surplus Property owned by the Village of Carol Stream. *Public Works Department seeks permission to sell and/or dispose of a Brother IntelliFax and HP Color Laser Jet Printer.*

K. NEW BUSINESS:

L. PAYMENT OF BILLS:

1. Regular Bills: September 15, 2014 through October 5, 2014.
2. Addendum Warrants: September 15, 2014 through October 5, 2014.

M. REPORT OF OFFICERS:

1. Mayor:

Village of Carol Stream

BOARD MEETING

AGENDA

October 6, 2014

7:30 P.M.

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

2. Trustees:
3. Clerk:
4. Treasurer's Report: Revenue/Expenditure Statements and Balance Sheets for Month End August 31, 2014.

N. EXECUTIVE SESSION:

1. Pending Litigation.

O. ADJOURNMENT:

LAST ORDINANCE	2014-09-46	LAST RESOLUTION	2738
NEXT ORDINANCE	2014-10-47	NEXT RESOLUTION	2739

Village of Carol Stream

Special Meeting of the Village Board

Reliable Infrastructure Asset Management, Comprehensive GIS Implementation and Integrated Service Base Technology

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

September 15, 2014

6:00 p.m. – 7:17 p.m.

Meeting Notes

ATTENDANCE:

**Mayor Frank Saverino, Sr.
Trustee Matt McCarthy
Trustee Don Weiss
Trustee Mary Frusolone
Trustee Rick Gieser
Trustee John LaRocca
Trustee Greg Schwarze
Clerk Beth Melody**

**Joseph E. Breinig, Village Manager
Robert Mellor, Asst. Village Manager
Chris Oakley, Asst. to the Village Manager
Ed Sailer, Acting Chief of Police
James Knudsen, Dir. Engineering Services
Robert Glees, Dir. of Community Dev.
Jon Batek, Finance Director
Phil Modaff, Director of Public Works
Caryl Rebholz, Dir. of Employee Relations**

The meeting was called to order at 6:00 p.m. by Mayor Saverino and the roll call read by Village Clerk Melody. The result of the roll call vote was as follows:

Present: Mayor Saverino, Trustees LaRocca, Gieser, Frusolone, Weiss, Schwarze and McCarthy

Update and Recommendation on Village Board Goals for Reliable Infrastructure Asset Management, Comprehensive GIS Implementation and Integrated Service Base Technology.

Director of Engineering, Jim Knudsen gave an update on Village Goals and presented a power point presentation on Reliable Infrastructure Asset Management, Comprehensive GIS Implementation and Integrated Service Base Technology which consisted of the following:

• ***GIS UTILITY SYSTEM UPDATE & IMPLEMENTATION PROJECT***

Utility System

- Water Distribution System
- Sanitary Sewer Collection System
- Stormwater Management System

Goals

Long Term (Longer Than 1 Year)

Strategic Asset Management (SAM)

- Examples of Village GIS Utility SAM Needs
- Southwest Reservoir & Pumping Station
- Southwest DPWC Connection & Metering Station
- Water System Improvements
- Water Main Replacements
- Sanitary Sewer Rehabilitations & Replacements
- Sanitary Force Mains
- Stormwater & Flood Control Studies
- Roadway Drainage Improvements

Operations Management System (OMS)

- Examples of GIS Utility OMS Needs
- Work Orders & Work Flow
- Inventory Controls
- Project Management
- Permits
- Preventative Maintenance
- Compliance Documentation
- Cost & Efficiency Analysis
- Level of Service (LOS) Impact
- Citizen Service Requests (CSRs)
- Emergency & Disaster Response
- Program Management

Short Term (Less Than 1 Year)

Scope of Services

- Project Administration
- GIS Data Reorganization & Centralization
- Inventory & Needs Assessment
- Geodatabase Implementation
- Topology & Geometric Networks
- Conceptual System Design
- Asset & Operations Management Program Evaluation
- Implementation Plan
- Project Close-Out

Schedule

Issues

- Limited Response & Schedule
- Integration
- Limited Implementation
- Future GIS Management

Alternatives & Recommendations

Multi-year Project Schedule & Phasing

Modular Integration

Comprehensive Implementation & Program Justification

Managed Costs

Tom Thomey, owner of MGP, Inc. gave a presentation on GIS Consortium which consisted of the following:

- GIS consortium overview - Public Entity started by City of Highland Park to create buying power for municipal governments.
- Goals - Right size software to greatest number of users.
- Demo of MAP Office – To put GIS in the hands of residents and staff. Modeled from Google Maps.
- Data can be shared among consortium members i.e. Village and Fire Protection District.
- Can create widgets on website that takes user to a map data portal, i.e. for resident info related to a specific address.
- Can use GIS to notify residents of flooding using Reverse 911, etc.
- Can use GIS for economic development to show available commercial/industrial properties.
- Consortium – MGP maximizes other software rather than recreating the software for the consortium, i.e. Google Maps, for street level searches, County and Township Assessor's office to search property parcel data information.
- Each consortium member has one Board of Director member and attends one meeting per month.

Staff directed to negotiate contract with MGP & Consortium and bring back to the Village Board for approval.

There being no further business, a motion was made by Trustee McCarthy and seconded by Trustee Gieser to adjourn the Special Board meeting. The meeting was adjourned unanimously at 7:17 p.m.

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

Beth Melody, Village Clerk

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

September 15, 2014

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

Absent: None

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

*All persons physically present at meeting unless noted otherwise

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

MINUTES:

Trustee McCarthy moved and Trustee Frusolone made the second to approve the Minutes of the September 2, 2014 Special Meeting of the Village Board. The results of the roll call vote were as follows:

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

Abstain: 1 Trustee Weiss

Absent: 0

The motion passed.

Trustee Gieser moved and Trustee LaRocca made the second to approve the Minutes of the September 2, 2014 Village Board Meeting. The results of the roll call vote were as follows:

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

Abstain: 1 Trustee Weiss

Absent: 0

The motion passed.

Trustee Schwarze moved and Trustee Frusolone made the second to approve but not release the Minutes to the September 2, 2014 Executive Session Meeting of Village Board. The results of the roll call vote were as follows:

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

Abstain: 1 Trustee Weiss

Absent: 0

The motion passed.

LISTENING POST:

1. Proclamation Designating September 27th Prescription Drug Take Back Day. *Proclamation read by Trustee Schwarze.*

2. Proclamation in support of the '1,000 Books Before Kindergarten' Reading Program. *Proclamation read by Trustee Gieser. Library Director Susan Westgate thanked the Village Board for their support.*

3. Addresses from Audience:

Multiple residents made public comment for and against the Landscape Waste Transfer Facility which included the following:

Dan Wildman, 527 Thunderbird Trail, had concerns about traffic and odors. Felt the Landscape Waste Transfer Facility should be placed in an industrial area.

Vince Lasseter, 431 Shelburne Drive, felt the Landscape Waste Transfer Facility is in a bad location and should go in an industrial location. Lives on Shelburne which is already noisy.

Bill Hope, 586 Thunderbird Trail, backs up to Kuhn Road and agreed with the previous two speakers that the Landscape Waste Transfer Facility will

result in too much truck traffic. People with pets, bicycles and children, the trucks will be a big distraction on Kuhn Road.

Linda Waggoner, 341 Shelburne Drive, was impressed with information on the Village of Carol Stream's website. Concerned about road damage to Kuhn Road and what revenues will the Village of Carol Stream receive? Jim Knudsen stated truck traffic will increase from 1% truck to 1½% trucks. Lies Road currently has twice as many trucks as Kuhn Road will have. Kuhn Road can handle the new truck traffic volume. She asked were other sites ever considered. Concerned that notices only sent to residents within 250 feet of site. Communication to residents was poor. If impacts of noise, odors and traffic are greater than anticipated, can Village of Carol Stream revisit agreement? Mayor Saverino stated yes, anytime they are in violation of the agreement.

Jeanine Rhode, 640 Paxton Place, had same concerns as others with traffic, odors and noise. Does not want this in our backyard.

Barron Buchunas, 588 Aztec Drive, is a 27 year resident and retired as a UPS truck driver. The Landscape Waste Transfer Facility should not be sited in a residential district. The roads will fall apart and the facility will stink. The West Chicago facility is not near a residential area.

Jan Smith, 120 Windsor Park Drive-Apt. 124, is a 50 year resident. Read the Village of Carol Stream website and was impressed with how many times the public was informed and with the process. Felt it is a good deal for the community and environment. She is in favor of the Landscape Waste Transfer Facility.

Debes Ray, 638 Stuart Drive, does not favor the Landscape Waste Transfer Facility at its proposed site. Concerned about traffic and wants the Village of Carol Stream to contact the Illinois Department of Transportation to extend turn lanes on to North Avenue.

Kay McKeen, 374 Papworth, Wheaton, stated she is so excited the Village of Carol Stream is taking lead on caring for the environment. Felt the Village of Carol Stream did a great job in the approval process.

Jeff Gronemeyer, 658 David Lane, favored facility, but not in its current residential location. If cannot undo decision, hopes the Village of Carol Stream will monitor facility and make changes if necessary.

Connie Schmidt, 3S501 Landon Drive, Warrenville, Sierra Club Chair for DuPage County. Congratulated the Village of Carol Stream on taking lead on this facility. She applauded the Village of Carol Stream for its efforts.

Emily Hildenbrand, 494 Essex Place, does not favor the Landscape Waste Transfer Facility. Felt it will be a health issue.

Matthew Cotta, 578 Thunderbird Trail, concerned about truck traffic and child safety, concerned about decrease in property values. Is this already a done deal? Can the Village of Carol Stream back out of deal? Concerned about property values. Village Attorney Rhodes stated the Village of Carol Stream followed proper procedure in the siting process and developer relied on this in moving forward. Period of time to reconsider the special use has run out and the Village of Carol Stream is bound by its decision. If Organic Soils does not live up to conditions of agreement, the Village of Carol Stream can revisit the agreement.

Frank Cerwin, 357 Shelburne Drive, requested the Village of Carol Stream reconsider its decision. Communication was poor and the noise level will be up. He personally had no communication regarding the facility. Lives within 250 feet from the facility. The walking trail is too close to Kuhn Road for truck traffic. Village Manager Breinig stated the distance from his property to the facility is greater than 250 feet.

John Jaszka, 816 Tamarac, questioned the 180 day termination clause. Village Attorney Rhodes stated that provision was removed in the final lease agreement. John Jaszka intends to make every Village of Carol Stream resident aware of the Landscape Waste Transfer Facility and feels most residents were not aware of the request. He noted that within the course of 10 days, almost 300 people signed an on line petition that he started. The 2000 trucks that are free to travel north through our residential areas, walking trails, parks, and Glenbard North, were taken from the maximum capacity provided on the Village website. Organic soils is in it for the money and they want to make a profit. So they are going to try to fill their capacity. Waste stations, solid or landscape do not increase property values. We want that traffic to go away and not travel north on Kuhn Road. He requested that the Village of Carol Stream to install "No Right Turn" signs going north on Kuhn Road from the facility and "No Left Turn" signs into the facility from southbound Kuhn Road. He has talked to a lot of people over this last week and that is their biggest concern. He thinks a lot of people would be satisfied with this facility if you make the traffic go to North Avenue.

Robert Guico, 331 Iowa Court, supported the Landscape Waste Transfer Facility. He felt small businesses have a right to make a living. Mayor Saverino stated the Village will be receiving \$18,000.00 a year.

Tyler Fry, 498 Thunderbird Trail, new resident as of March 2013 and if he knew about the Landscape Waste Transfer Facility, he would not have moved here.

Dustin McGuire, 430 Danbury Drive, opposed Landscape Waste Transfer Facility. Not safe for children riding their bikes on the sidewalk at Kuhn Road.

Laura Freeland, 523 Danbury Drive, is a 21 year resident and lives behind the College of DuPage. Property values went down. The Landscape Waste Transfer Facility was very poorly communicated. Angry she did not know about the Landscape Waste Transfer Facility. It is inappropriate in a residential area. Felt Village Board tried to slide it through since she did not know about it. Asked if any Board members live by the facility.

Dave Gravel, 290 S. Main Place, resident since 1999 and Vice-President of Organic Soils. Has 3 children, ages 10, 8 and 6 and lives in old part of town and would not put his children at risk with this facility. Site was over-designed to prevent traffic from backing up on to Kuhn Road which makes it look like there are more trucks than will actually be coming in. Only materials accepted at the site will be grass, leaves and yard waste. Village Attorney Rhodes read aloud the 21 conditions placed on the facility by the Plan Commission and approved by the Village Board.

Trustee Mary Frusolone stated if residents have issues with the Landscape Waste Transfer Facility in operation, report them to the Village of Carol Stream or come to a Board meeting or contact a Village Board member directly.

Jan Smith encouraged residents to sign up for the E-Stream Village Newsletter to get up to date news on the Village.

Suzanne Hlotke felt residents have a responsibility to stay up to date on Village matters by reading the newspaper.

Trustee Gieser thanked everyone for coming out.

Trustee Greg Schwarze stated he previously lived on Shelburne where his family still lives and he currently lives in Easton Park next to the Water Reclamation Center and is a Firefighter and works next to the Green Organics facility. He took the process very seriously and has many friends and former neighbors that live on Shelburne.

Trustee LaRocca thanked everyone for coming out and he knows that everyone did their homework.

Trustee Don Weiss stated being a citizen in a democracy requires a lot of work and you really need to pay attention to what is going on.

Trustee Matt McCarthy stated all Village Board members did their homework and it was ultimately a unanimous vote that approved the Landscape Waste Transfer Facility.

Manager Breinig encouraged the residents to participate with the Village in monitoring the Landscape Waste Transfer Facility and reporting problems to the Village. Thank you all for being here.

End of Public Comment period.

Recess at 9:25 p.m.

Re-adjourn at 9:40 p.m.

PUBLIC HEARINGS:

CONSENT AGENDA:

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

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

Nays: 0

Absent: 0

The motion passed.

1. West Branch/Fair Oaks Road Bike Trail Easement Acquisitions-Local Agency Agreement for Federal Participation.
2. Award of a Contract with Superior Road Striping for 2014 Pavement Marking Project.
3. Reject all bids for Emergency On-Call Contractor Services.
4. Award of a Contract with Visu-Sewer for the Sanitary Sewer Rehabilitation Project.
5. Ordinance No. 2014-09-46 amending the Carol Stream Code to provide for Residential Rental Licensing.
6. Resolution No. 2738 declaring surplus property owned by the Police Department, Village of Carol Stream.
7. Payment of Regular & Addendum Warrant of Bills.

Trustee Schwarze 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.

West Branch/Fair Oaks Road Bike Trail Easement Acquisitions-Local Agency Agreement for Federal Participation:

The Village Board approved the "Local Agency Agreement for Federal Participation" for the West Branch/Fair Oaks Road Bike Trail along with sending the Agreement to the Illinois Department of Transportation for approval to use ITEP funds for easement acquisitions.

Award of Contract for the 2014 Pavement Marking Project:

The Village Board approved a contract with Superior Road Striping in the amount of \$35,849.37 for the 2014 Pavement Marking Project.

Emergency On-Call Contractor Services:

The Village Board concurred with staff to reject all bids for Emergency On-Call Contractor Services and meet with contractors to rebid service.

Award of Contract for the Sanitary Sewer Rehabilitation Program:

The Village Board approved a contract with Visu-Sewer in the amount of \$165,966.55 for the Sanitary Sewer Rehabilitation Project.

Ordinance No. 2014-09-46 Amending the Carol Stream Code of Ordinances to provide for Residential Rental Licensing:

The Village Board approved Ordinance No. 2014-09-46 amending the Carol Stream Code of Ordinances authorizing the licensing of all persons seeking to rent or lease residential property within the Village of Carol Stream.

Resolution No. 2738 Declaring Surplus Property Owned by the Village of Carol Stream:

The Village Board approved Resolution No. 2738 declaring surplus property owned by the Village of Carol Stream, Police Department to dispose of an Intoximeter Alco-Sensor RBT IV.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved the payment of the Regular Bills dated September 15, 2014 in the amount of \$623,564.89. The Village Board approved the payment of the Addendum Warrant of Bills from September 3, 2014 thru September 15, 2014 in the amount of \$733,664.71.

Report of Officers:

Trustee Gieser thanked everyone for coming out to speak out on the Landscape Waste Transfer Facility. Please check the Village website. Congratulations to the library for their 1000 books reading program. October 4th is the Water Reclamation Center's open house.

Trustee Frusolone thanked residents for speaking out on the Landscape Waste Transfer Facility. Tonight was one of the most interesting Board meetings she has been to. Last week, she along with Mayor Saverino, Village Manager Breinig and Deputy Chief Hoffman attended a PTO meeting on school crossing guards. The school does not pay for crossing guards and the parents want the Village to pay for them. If the Village pays for crossing guards at one school, it would have to pay for them at all schools which would cost the Village over \$150,000.00. Staff creatively reviewed various alternative options to school crossing guards including moving the cross walk and bus drop off locations and roadway and signage additions.

Trustee Schwarze stated October 4th is the Carol Stream Fire Protection District's Open House at Fire Station #28 on Kuhn Road. The Landscape Waste Transfer Facility is another way the Village of Carol Stream raises money in lieu of levying a property tax. Please shop Carol Stream.

Trustee LaRocca thanked residents for coming out to speak tonight. Looking forward to the Water Reclamation open house.

Trustee Weiss stated the Shape of Carol Stream town meeting is scheduled for Wednesday, September 24th. Thank you to Jack Mensching, President of Itasca Bank and Trust who will serve as moderator from 7:00 p.m. to 9:00 p.m. Happy Anniversary to his wife Lisa who will be celebrating their 20th wedding anniversary this Thursday, September 18th.

Trustee McCarthy stated tonight's discussion on the Landscape Waste Transfer Facility was respectful and how government should work. October 4th is the Water Reclamation Center and Fire Department Open House and the Green Organics display at the Water Reclamation Center. Congrats to the Park District for their Carol Stream Barks event yesterday.

Village Manager Breinig thanked Spring Trail Elementary School and their Principal for their hospitality last week. The Village of Carol Stream prescription drug drop box in the Police Department is one of the highest volume drop boxes in the County. Hydrant flushing is scheduled the next 3 to 4 weeks.

Mayor Saverino stated the Water Reclamation Center open house will have giveaways which include pumpkins, good humor ice cream and taffy apples. Clarke Mosquito Spraying, the Library and Green Organics will also be in attendance. Thank you to all those who attended the meeting and made public comments tonight.

At 10:03 p.m. Trustee McCarthy moved and Trustee Frusolone made the second to adjourn the meeting. The results of the roll call vote were as follows:

<i>Ayes:</i>	<i>6</i>	<i>Trustees LaRocca, Gieser, Frusolone, Weiss, Schwarze and McCarthy</i>
<i>Nays:</i>	<i>0</i>	
<i>Absent:</i>	<i>0</i>	

The motion passed.

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

**A RESOLUTION HONORING MATTHEW HARRISON UPON HIS
30th ANNIVERSARY OF EMPLOYMENT WITH
THE VILLAGE OF CAROL STREAM POLICE DEPARTMENT**

WHEREAS, Matthew Harrison was hired as a Police Officer on September 24, 1984; and,

WHEREAS, Matthew Harrison has been honored with several commendations during his career; and

WHEREAS, Matthew Harrison served as a Patrol Officer, Officer In Charge, Juvenile Officer, Evidence Technician, member of the Emergency Procedures Team, and two separate terms as Detective; and

WHEREAS, Matthew Harrison served as one of the initial designated Traffic Officers in the Department; and

WHEREAS, Matthew Harrison was the first designated School Resource Officer at Glenbard North High School for the Carol Stream Police Department; and

WHEREAS, Matthew Harrison has been employed as a public servant for thirty years as a law enforcement professional, with the Village of Carol Stream Police Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, on behalf of all the former and present elected and appointed officials and residents of Carol Stream, that:

SECTION 1: Officer Matthew Harrison's service and dedication to the Village of Carol Stream and accomplishments in the field of law enforcement are hereby recognized and commended.

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

PASSED AND APPROVED ON THIS 6th DAY OF OCTOBER, 2014.

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

RESOLUTION NO. 2740

**A RESOLUTION HONORING CHARLES McGUIRE UPON HIS
25th ANNIVERSARY OF EMPLOYMENT WITH
THE VILLAGE OF CAROL STREAM POLICE DEPARTMENT**

WHEREAS, Charles McGuire was hired as a police officer on October 2, 1989;
and,

WHEREAS, Charles McGuire has been honored with several commendations
during his career; and

WHEREAS, Charles McGuire has served as a Patrol Officer; and,

WHEREAS, Charles McGuire has served as a Juvenile Officer, Evidence
Technician, Field Training Officer and member of the Emergency Procedures Team
and,

WHEREAS, Charles McGuire has been an integral part of the range and
firearms training as a Firearms Instructor and Armorer; and,

WHEREAS, Charles McGuire has been employed as a public servant for twenty
five years as a law enforcement professional, with the Village of Carol Stream Police
Department.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF
TRUSTEES OF THE VILLAGE OF CAROL STREAM**, on behalf of all the former and
present elected and appointed officials and residents of Carol Stream, that:

SECTION 1: Officer Charles McGuire's service and dedication to the Village of
Carol Stream and accomplishments in the field of law enforcement are hereby
recognized and commended.

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

PASSED AND APPROVED ON THIS 6th DAY OF OCTOBER, 2014.

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

AGENDA ITEM

Designating October Breast Cancer Awareness Month C-5 10-6-14

WHEREAS, approximately 12% (1 in 8) women will develop breast cancer in their lifetime and is the leading cause of cancer death among women in our country; and

WHEREAS, in 2013, approximately 232,340 new cases of invasive breast cancer were diagnosed nationally, of which 9,350 were occurred in Illinois alone; and

WHEREAS, in 2013, approximately 39,620 died from breast cancer nationally, of which 1,610 deaths occurred in Illinois; and

WHEREAS, every woman is at risk for breast cancer even if she has no family history of the disease, and 1 out of every 27 women between 40-59 are at greatest risk for being diagnosed with breast cancer; and

WHEREAS, the overall 5-year survival rate for women diagnosed with Stage II breast cancer is 90%, but when diagnosed at Stage I, the 5-year survival rate is 98%; and

WHEREAS, a mammogram is the single most effective method of early detection and has an 80-90% detection rate for women with no symptoms; and

WHEREAS, October is designated as *National Breast Cancer Awareness Month* and local hospitals such as Central DuPage Hospital in Winfield and its convenient care facilities in Bartlett, Bloomingdale, Naperville, Wheaton & St. Charles, GlenOaks Hospital in Glendale Heights and for income-qualified at the DuPage County Health Department in Wheaton will all be offering low cost breast cancer screenings throughout the month of October; and

WHEREAS, community organizations, churches and employers can play a special role in educating their members or employees about breast cancer health and the importance of regular self exams and periodic screening.

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

October 2014 Breast Cancer Awareness Month

in Carol Stream and encourages women to become proactive with their health and recommend they regularly consult their physician about periodic screenings, regular clinical breast examinations and mammograms as well as conducting monthly breast self examinations.


PROCLAIMED this 6th DAY of OCTOBER 2014.

Frank Saverino Sr. - Mayor

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: James T. Knudsen, Director of Engineering Services 

DATE: September 2, 2014

RE: The Conservation Foundation's Conservation In Our Community Program

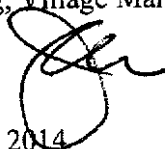
The Village was selected as one of five municipalities The Conservation Foundation (TCF) would like to partner with in their Conservation In Our Community Program. The other four communities are Naperville, Elmhurst, Warrenville and Downers Grove. Their goal is to increase local community-based conservation initiatives in DuPage County. TCF will do this through education and citizen involvement by developing new and implementing existing programs around the specific needs of each community. TCF will commit \$1,000 for each community and are requesting the same \$1,000 commitment from each municipality as well as a letter of support. They will also obtain grant funding. Some of the initiatives could include working with HOAs and other property management associations on properly maintaining their stormwater management facilities, constructing a rain garden or butterfly garden at a library, educating residents on how to protect stream corridors from damage, creating a tree nursery and planting program, etc.

Staff believes this Program can be very beneficial to our residents. We recommend committing \$1,000 towards this Program and providing a letter of support to TCF.

Cc: Jon Batek, Finance Director
Philip J. Modaff, Director of Public Works
William N. Cleveland, Assistant Village Engineer

H-2 10-6-14*Village of Carol Stream*

Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: Jon D. Batek 
DATE: September 30, 2014
RE: Refund of TIF Taxes to DuPage County

The DuPage County Treasurer's Office contacted me today and advised that they are seeking the Village to reimburse the County for TIF property taxes previously distributed to the Village from the owner of the Dominick's parcel within the Geneva Crossing TIF District. The amount of this reimbursement is \$30,370.54.

This request arises from a 2011 assessment appeal initiated by the property owner which was recently decided by the Illinois Property Tax Appeal Board on August 22, 2014. As these matters tend to drag on well after the taxes are distributed to the various taxing jurisdictions, in cases where there is a reduction in the appealed assessment the County typically reimburses itself from current taxes due the municipality, or in this case, when all tax allocations have been completed for 2014, by invoicing the jurisdiction for repayment amount.

Property tax assessment appeals are quite common for commercial properties, and in this case, the property owner within the Geneva Crossing TIF typically files an appeal each year. Some years the assessed values are upheld, and in others, the appellant receives a reduction. This situation occurred last in 2012, where the appellant received a significant reduction in assessed value related to a 2008 appeal, resulting in the County garnishing our 2011 levy collections by nearly \$50,000. As stated earlier, because the County has already completed both distributions of 2013 TIF taxes in this year, they require us to pay them back for the appeal adjustment.

Attached to this memorandum are an invoice from the County as well as calculations supporting the amount of the reimbursement. It is important to note that the entirety of this transaction is within the Geneva Crossing TIF fund and in no way impacts Village operating funds or operations. While unrelated to this reimbursement, it is also noteworthy that current year 2013 TIF taxes have been reduced by more than \$50,000 within the last month, again due to assessment adjustments.

While these refunds and assessment reductions are not good for the health of the TIF, we currently have approximately \$2 million in reserves in the TIF Fund. As previously communicated, the debt on the TIF extends out to FY22, however, current reserves may be used to significantly reduce our future bond obligations, if not extinguish them completely in the near future.

Due to the size of this pending refund, this item has been placed on the October 6 Village Board Agenda for approval.



**GWEN HENRY, CPA
DU PAGE COUNTY TREASURER**

(630) 407-5900

treasurer.dupageco.org

FAX (630) 407-5991

September 30, 2014

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

RE: Carol Stream TIF 2

2013 Levy \$495,312.19

Tax distributions to date \$445,349.90

Refund to Geneva Crossing:
2011 PTAB Decision
05-04-304-070

\$30,370.54** Due & owing the Collector

** Please remit check payable to the DuPage County Collector

Thank you.

APPROVED FOR PAYMENT

Account#	Pgm	Amount
21000000	41101	30,370.54

Description: Refund on 2011 Tax Appeal

Dept. Head/Date: _____ Fin. Dir./Date: [Signature] 9/30/14

Geneva Crossing TIF
2011 Property Tax Appeal Rebate to DuPage County

Original 2011 Tax Value		\$	6,200,310
Adjusted 2011 Tax Value (8/22/14) (Docket No. 11-03626.001-C-3)			<u>5,748,490</u>
Difference			451,820
2011 Tax Rate	X		<u>6.5172%</u>
Prncipal Rebate		\$	29,446.01
Statutory Interest			<u>924.53</u>
Amount Due DuPage County		\$	<u><u>30,370.54</u></u>
			21000000-41101

2011 Taxes



**FINAL ADMINISTRATIVE DECISION
ILLINOIS PROPERTY TAX APPEAL BOARD**

APPELLANT: Geneva Crossing
DOCKET NO.: 11-03626.001-C-3
PARCEL NO.: 05-04-304-070

The parties of record before the Property Tax Appeal Board are Geneva Crossing, the appellant, by attorney James P. Regan of Fisk Kart Katz and Regan, Ltd., Chicago; the DuPage County Board of Review; and Wheaton/Warrenville C.U.S.D. #200, the intervenor, by attorney Scott L. Ginsburg of Robbins Schwartz Nicholas Lifton & Taylor, Chicago.

The record in this appeal contains a proposed assessment for the subject property submitted by the board of review. The appellant and the intervenor were notified of this suggested agreement and given thirty (30) days to respond if the offer was not acceptable. The intervenor responded to the Property Tax Appeal Board by the established deadline accepting the proposed assessment. The appellant did not respond to the Property Tax Appeal Board by the established deadline.

After considering the evidence and reviewing the record, the Property Tax Appeal Board finds that it has jurisdiction over the parties and the subject matter of this appeal. The Board finds that the assessed valuation proposed by the board of review is appropriate.

Based on the facts and exhibits presented, the Property Tax Appeal Board hereby finds a reduction in the assessment of the property as established by the **DuPage** County Board of Review is warranted. The correct assessed valuation of the property is:

LAND: \$3,840,640
IMPR: \$1,907,850
TOTAL: \$5,748,490

Subject only to the State multiplier as applicable.

Docket No: 11-03626.001-C-3

(Continued on Page 2)

This is a final administrative decision of the Property Tax Appeal Board which is subject to review in the Circuit Court or Appellate Court under the provisions of the Administrative Review Law (735 ILCS 5/3-101 et seq.) and section 16-195 of the Property Tax Code.

Donald R. Ruit

Chairman

[Signature]

Member

[Signature]

Member

[Signature]

Member

[Signature]

Member

DISSENTING: _____

C E R T I F I C A T I O N

As Clerk of the Illinois Property Tax Appeal Board and the keeper of the Records thereof, I do hereby certify that the foregoing is a true, full and complete Final Administrative Decision of the Illinois Property Tax Appeal Board issued this date in the above entitled appeal, now of record in this said office.

Date: August 22, 2014

[Signature]

Clerk of the Property Tax Appeal Board

IMPORTANT NOTICE

Section 16-185 of the Property Tax Code provides in part:

Docket No: 11-03626.001-C-3

"If the Property Tax Appeal Board renders a decision lowering the assessment of a particular parcel after the deadline for filing complaints with the Board of Review or after adjournment of the session of the Board of Review at which assessments for the subsequent year are being considered, the taxpayer may, within 30 days after the date of written notice of the Property Tax Appeal Board's decision, appeal the assessment for the subsequent year directly to the Property Tax Appeal Board."

In order to comply with the above provision, YOU MUST FILE A PETITION AND EVIDENCE WITH THE PROPERTY TAX APPEAL BOARD WITHIN 30 DAYS OF THE DATE OF THE ENCLOSED DECISION IN ORDER TO APPEAL THE ASSESSMENT OF THE PROPERTY FOR THE SUBSEQUENT YEAR.

Based upon the issuance of a lowered assessment by the Property Tax Appeal Board, the refund of paid property taxes is the responsibility of your County Treasurer. Please contact that office with any questions you may have regarding the refund of paid property taxes.

Docket No. 11-03626, 1C3
(Office Use Only)

COMMERCIAL APPEAL State of Illinois – Property Tax Appeal Board

Room 402 Stratton Office Building
401 South Spring Street
Springfield, IL 62706-4001
(217) 782-6076
TTY (217) 785-4427

Suburban North Regional Office Facility
9511 West Harrison Street, Suite 141
Des Plaines, IL 60016-1563
(847) 294-4121
TTY (847) 294-4371

For Assessment Year 2011

Information on how to complete this form may be found at www.ptabil.com

Failure to properly complete this form and provide the necessary documentation shall result in dismissal of your appeal.

I would like the PTAB to make its decision based on the evidence provided (no oral hearing necessary).
 I would like to present my case in person at a hearing. (Note: Location, date, and time will be determined by PTAB.)
If neither box is checked, your appeal will be written based on the evidence.

Are you appealing off a recently issued township equalization factor? (Multiplier) Yes No (Not applicable to Cook County.)

Did you file an appeal with the Property Tax Appeal Board on this Tax Parcel for the prior year? If yes, indicate the Property Tax Appeal Board docket number assigned to the prior appeal: _____

Section I You **MUST** submit **3 copies** of this form, **2 copies** of all evidence and **2 copies** of the board of review's final decision letter, and if your requested assessed valuation change is \$100,000 or more, you **MUST** submit an additional copy of all evidence.

This form must be completed and postmarked within 30 days of the date of notice on the decision you received from the Board of Review. Written evidence must be submitted with this PTAB form. If you are unable to submit evidence with this form, you must request an extension of time in writing for filing the additional evidence with this form. Without a written request for an extension, no additional evidence will be accepted after the submission of this appeal form. All Appeals **MUST** be filed at the Springfield Address listed above. A separate appeal must be filed on each individual Property Identification Number (P.I.N.), or a breakdown may be submitted on an Addendum form (see 2c below). Faxed appeals will not be accepted.

Section II

Appellant (Taxpayer) Information

Last Name Geneva Crossing
First Name _____
Address Line 1 c/o Fisk Kart Katz & Regan
Address Line 2 77 W. Washington, Suite 900
City Chicago
State IL ZIP 60602
Telephone 312-726-1833
Email Address jregan@proptax.com

Information on Attorney for Appellant

Last Name Regan
First Name James
Firm Name _____
Address Line 1 77 W. Washington
Address Line 2 Suite 900
City Chicago
State IL ZIP 60602
Telephone 312-726-1833
Email Address jregan@proptax.com

Petition is hereby made to appeal from the final, written decision of the DuPage County Board of Review which has a date of notice of 3/23/12. You **MUST** submit 2 copies of the Notice of Final Decision by the Board of Review.

2a Property ID No. (P.I.N.) 05-04-304-070 Township Milton
Address of property Geneva and Schmale Roads, Carol Stream

2b If appellant is other than owner, give name and address of owner. Name _____
Address Line 1 _____ Address Line 2 _____
City _____ State _____ ZIP _____

2c The assessments of the property for the year as made by the (P.I.N. only):
(Use the "Addendum to Petition" form for multiple parcels, which may be found at www.ptabil.com)

1. Board of Review Assessment	Land <u>3,840,640</u>	Impr./Building <u>2,359,670</u>	Total <u>6,200,310</u>
2. Appellant Assessment Requested	Land <u>3,840,640</u>	Impr./Building <u>1,375,505</u>	Total <u>5,216,145</u>

Lines 1 and 2 above **MUST** be completed. Line #1 information is available from the Supervisor of Assessments/County Assessor or the Board of Review offices, or may be on the Notice itself.

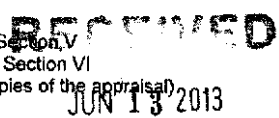
2d This appeal is based on (you must check one or more boxes):
 Recent sale – complete Section IV
 Comparable sales – complete Section V
 Contention of law – submit legal brief

Assessment equity – complete Section V
 Recent construction – complete Section VI
 Recent appraisal (enclose 2 copies of the appraisal)

Evidence:
 I certify that All Evidence is attached to this Appeal Petition.

2e Date June 10, 2013
PTAB10A (REV. 06/06)
TXCD
5255

Signature James P. Regan
Attorney of Appellant only
PAGE 1 OF 4





DU PAGE COUNTY BOARD OF REVIEW
421 N. County Farm Road
Wheaton, Illinois 60187

(630) 407-5888

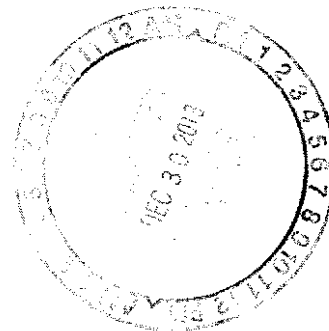
www.dupageco.org/soa

County of DuPage
Daniel J. Cronin
County Board Chairman

FAX (630) 407-5860

December 18, 2013

Ms. Beth Melody, Clerk
Village of Carol Stream
500 N. Gary Avenue
Carol Stream, Illinois 60188-1899



Dear Ms. Melody:

As per public Act 83-1464, enclosed is a copy of a petition as filed with the Property Tax Appeal Board of the State of Illinois for the 2011 assessment year.

The complaint is a request for a change in valuation of \$100,000 assessed or more.

If you wish to intervene on this complaint, please contact the Property Tax Appeal Board of the State of Illinois at Room 402 Stratton Building, 401 S. Spring Street, Springfield, Illinois 62706-0002. Phone number (217) 782-6076

Should you have any further questions, in regards to this matter, please contact this office.

Sincerely,

Anthony A. Bonavolonta, Chairman
Board of Review

AAB/c

Enclosures

5255

MAKE CHECK PAYABLE TO: DU PAGE COUNTY COLLECTOR - SEND THIS COUPON WITH YOUR 1ST INSTALLMENT PAYMENT OF 2011 TAX

MAIL PAYMENT TO: P.O. BOX 4203, CAROL STREAM, IL 60197-4203

PAY ON-LINE AT: treasurer.dupageco.org

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

***** DUPLICATE BILL *****

05-04-304-070

SCOTT RETZLOFF & ASSOCS
P O BOX 790830
SAN ANTONIO TX 78279

\$202,043.31 PAID MAY 22, 2012

ON OR BEFORE:	PAY:
JUNE 1, 2012	202,043.31
PAYING LATE?	PAY THIS AMOUNT
JUN 2 THRU 30	205,073.96
JUL 1 THRU 31	208,104.61
AUG 1 THRU 31	211,135.26
SEP 1 THRU 30	214,165.91
OCT 1 THRU 31	217,196.56
NOV 1 THRU 14	220,227.21

U.S. POSTMARK IS USED TO DETERMINE LATE PENALTY.

PAYMENT OF THIS 2011 TAX BILL AFTER OCTOBER 29, 2012, REQUIRES A CASHIER'S CHECK, CASH OR MONEY ORDER.

CHANGE OF NAME/ADDRESS

NO PAYMENT WILL BE ACCEPTED AFTER NOV. 14, 2012

1

MAKE CHECK PAYABLE TO: DU PAGE COUNTY COLLECTOR - SEND THIS COUPON WITH YOUR 2ND INSTALLMENT PAYMENT OF 2011 TAX

MAIL PAYMENT TO: P.O. BOX 4203, CAROL STREAM, IL 60197-4203

PAY ON-LINE AT: treasurer.dupageco.org

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

***** DUPLICATE BILL *****

05-04-304-070

SCOTT RETZLOFF & ASSOCS
P O BOX 790830
SAN ANTONIO TX 78279

\$202,043.31 PAID AUG 31, 2012

ON OR BEFORE:	PAY:
SEPT 4, 2012	202,043.31
PAYING LATE?	PAY THIS AMOUNT
SEP 5 THRU 30	205,073.96
OCT 1 THRU 31	208,104.61
NOV 1 THRU 14	211,145.26*

U.S. POSTMARK IS USED TO DETERMINE LATE PENALTY.

PAYMENT OF THIS 2011 TAX BILL AFTER OCTOBER 29, 2012, REQUIRES A CASHIER'S CHECK, CASH OR MONEY ORDER.

CHANGE OF NAME/ADDRESS

NO PAYMENT WILL BE ACCEPTED AFTER NOV. 14, 2012

2

Rate 2010	Tax 2010	Taxing District	Rate 2011	Tax 2011
		** COUNTY **		
.0997	485.27	COUNTY OF DU PAGE	.1066	518.86
.0215	104.64	PENSION FUND	.0230	111.95
.0323	157.21	COUNTY HEALTH DEPT	.0351	170.84
.0124	60.35	PENSION FUND	.0126	61.32
.1215	591.38	FOREST PRESERVE DIST	.1323	643.95
.0106	51.59	PENSION FUND	.0091	44.29
.0158	76.90	DU PAGE AIRPORT AUTH	.0169	82.25
		** LOCAL **		
NO LEVY		DU PAGE WATER COMM	NO LEVY	
.0373	181.55	MILTON TOWNSHIP	.0406	197.61
.0699	291.55	MILTON TWP ROAD	.0651	316.86
NO LEVY		VLG OF CAROL STREAM	NO LEVY	
.2480	1,207.11	VLG CAROL STR LIBR	.2566	1,248.97
.0202	98.32	PENSION FUND	.0220	107.08
.3989	1,941.60	CAROL STREAM PARK	.4405	2,144.08
.0282	137.26	PENSION FUND	.0286	139.20
.5549	2,700.92	CAROL STREAM FIRE	.6013	2,926.76
.0866	421.51	PENSION FUND	.0784	381.60
NO LEVY		WHEATON SAN DIST	NO LEVY	
.0166	80.79	WHEATON MOSQ DIST	.0178	86.63
		** EDUCATION **		
3.9437	19,195.56	UNIT SCHOOL DIST 200	4.2812	20,838.31
.1000	486.74	PENSION FUND	.1000	486.74
.2349	1,143.35	COLLEGE DU PAGE 502	.2495	1,214.41
		** TIF DISTRICT **		
	333,600.30	VLG CAROL STR TIF 2		372,364.91
6.0430	363,013.90	TOTAL	6.5172	404,086.62

Mail To:

SCOTT RETZLOFF & ASSOCS
P O BOX 790830
SAN ANTONIO TX 78279

Property Location:

GENEVA RD
CAROL STREAM, 60188

Township:

MILTON
630-653-5220

Tax Code:

5255

Property Index Number:

05-04-304-070

Back Taxes: **NO**

TIF Frozen Value	486,740
Fair Cash Value	
Land Value	3,840,640
+ Building Value	2,359,670
= Assessed Value	6,200,310*
x State Multiplier	1.0000
= Equalized Value	6,200,310
- Residential Exemption	
- Senior Exemption	
- Senior Freeze	
- Disabled Veteran	
- Disability Exemption	
- Returning Veteran Exemption	
- Home Improvement Exemption	
- Housing Abatement	
= Net Taxable Value	6,200,310
x Tax Rate	6.5172
= Total Tax Due	404,086.62

CHANGE OF NAME/ADDRESS:
COUNTY CLERK 630-407-5540

* S OF A FACTOR 1.0000
1st INST PAID MAY 22, 2012
2nd INST PAID AUG 31, 2012

2011 DuPage County Real Estate Tax Bill
Gwen Henry, CPA, County Collector
421 N. County Farm Road
Wheaton, IL 60187

Office Hours - 8:00 am-4:30 pm, Mon-Fri
Telephone - (630) 407-5900



Paid in full as of 9/25/12

+ Scheffler parcel

34,963.57
407,328.48

Dominicks 2008 Refund (49,242.10)

taken from

installment #1

#1 186,182 (49,242)
#1 136,940 + #2 186,182 =

323122

Dominicks for 2011

Village of Carol Stream

Interdepartmental Memo

TO: Joe Breinig

FROM: AC E. Sailer

DATE: September 16, 2014

RE: FOP Contract Schedule Amendment

During the course of last year and this year's contract period, the Department has incurred several manpower issues. Mainly the manpower problem arose from officer injuries and scheduled time off. These manpower problems have resulted in several issues, including but not limited to:

- Increased overtime
- Officers voluntarily adjusting their schedules
- Officers being temporarily switched from one unit to another to fill patrol needs
- Officers ordered to work
- Officers ordered permanently to switch platoons
- Officers not being allowed to take accrued time off due to manpower shortages on a shift

Command Staff and officers recognized these issues. We worked collaboratively with the police officer FOP representatives to come up with a schedule that will help eliminate many of these problems.

The amendment effects Appendix C (shift assignments) and Appendix E (vacation selection) of the Collective Bargaining Agreement with the FOP.

We operate on a 12-hour shift basis, with A Platoon and B Platoon. Both sets of platoons operate from 6a-6p, then 6p-6a. Officers work two days on and two days off with every other weekend a three day weekend off (Fri-Sat-Sun) or working those three days in a row.

The adjusted platoon schedules will eliminate the Day Power positions and these officers would be permanently assigned to a Day Platoon schedule. The hours of the Night Power positions would be adjusted to match Night Platoon schedules.

Currently, there are two Day Power positions. One position in Tue-Sat 9-5, the other is Wed-Sun 9-5. The original intent was to ensure coverage school dismissal and an "extra" officer to fill in for Day Platoon officers when they are off or unavailable on calls. Also it ensured an "extra" officer on weekends.

With the injuries, illness, and accrued time off, Day Power officers often work an extra hour of overtime to maintain minimum manpower standards until 6pm. Many times they come in early and start work at 6am. If they are off or unavailable, the overtime work falls to other off-duty officers, sometimes they are ordered in or we have to shift officers from another division, taking away from their regular duties. Adjusting the schedule to add the Day Power to the regular platoon will allow another 6am -6pm officer to work the shift.

Currently there are two scheduled Night Power positions. Now Night Power is a 10-hour work schedule. One officer is off Sun, Mon, Tue, the other is off Wed, Thu, Fri. The power shift initially was designed to ensure "extra" manpower particularly for weekends. Hours worked were 5pm-3am. These officers reported to 2 different Sergeants throughout the year, because they were not assigned to a specific Platoon. Due to factors previously mentioned, we have had to move these officers permanently to Day Shift to cover shortages and no officers are assigned to Night Power. While this helps with less overtime on the Day Shifts, it incurs some overtime on the Night Shifts.

The adjusted Platoon schedules will adjust the Night Power positions to a 12-hour night shift schedule of 2pm-2am. The adjustment will allow one officer to be permanently assigned to each Night Platoon providing more manpower during the Night Shifts. This will allow each officer to be assigned to one primary Sergeant, rather than multiple supervisors.

With these changes, we will have more officers permanently scheduled to work assigned shifts.

Included in the amendment is to allow no more than two officers to take a scheduled vacation at the same time. Currently, only one officer is allowed to take a scheduled vacation at any one time.

The current contract with the FOP is effective from May 01, 2012 thru April 30, 2015.

The memorandum of agreement provides the proposed changes will be implemented for a one year trial period. (The 2015 schedule year). The changes take effect December 22, 2014, and will be revocable for the 2016 schedule year by either party on or before September 01, 2015.

Command Staff and the FOP officers agree that these changes will reduce the manpower issues for patrol. Our attorney Bob Smith reviewed the changes as being mutually beneficial.

The FOP attorney Aaron Janik also reviewed the changes and agreed to mutual benefits as well.

This amendment will not affect the Sergeant's MAP contract.

I request the Village Board accept the contract amendment as proposed, which all parties involved worked in collaboration with the best interests of the Village in mind.

SCHEDULE MATRIX

DAY "A"	0600-1800																					
	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
CORPORAL																						
OFFICER 1																						
OFFICER 2																						
OFFICER 3																						
OFFICER 4																						
OFFICER 5																						
OFFICER 6																						
FLEX OFFICER																						
FLEX OFFICER																						

DAY "B"	0600-1800																					
	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
CORPORAL																						
OFFICER 1																						
OFFICER 2																						
OFFICER 3																						
OFFICER 4																						
OFFICER 5																						
OFFICER 6																						
FLEX OFFICER																						
FLEX OFFICER																						

POWER SHIFT	1400-0200																					
	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
OFFICER 1 - A Platoon																						
OFFICER 2 - B Platoon																						

APPENDIX C

Shift assignments shall be made by seniority. However, seniority may not be the only determinant for shift assignment. Specific shift and departmental needs may necessitate assignments on a basis other than seniority. The Deputy Chief of Patrol and the Patrol Commanders shall be responsible for making shift assignments and his decision will be subject to final review by the Chief of Police. If the Deputy Chief of Patrol, Patrol Commanders or the Chief of Police makes shift assignments contrary to the normal seniority shift bid system, it will not be done in an arbitrary or capricious manner. It is recognized by the Village and the Union that the procedures described in the Appendix applies to officers assigned to regular patrol functions and does not apply to officers when they are assigned to the Investigations Unit, Special Operations Unit (SOU), the Traffic Unit or other specialized unit that both parties may mutually agree to exclude during the duration of this Agreement.

~~Officers not assigned to one of the specialty units described in the previous paragraph will assist in implementing seniority shift bidding. The shift bid lists for the two shift periods for the next year will be posted on October 1st (if the 1st falls on a weekend day, it will be posted on the following Monday). The shift bid lists will be posted for 15 consecutive days. A shift bid summary will be posted on or about October 15th.~~

The Deputy Chief of Patrol shall provide a shift bid sheet to each corporal (as defined in Carol Stream Police Department Policy #129) and officer that are assigned to a regular patrol function on October 1st (if the first falls on a weekend day, it will be provided on the following Monday). The shift bid sheet shall list the two shift bid periods for the next year. The shift bid sheet will be returned to the Deputy Chief of Patrol on or about October 15th.

Officers will bid on a seniority basis ~~in accordance with Carol Stream Police Department Policy #354~~, for a position on one of the following shift assignments:

- | | |
|--------------------|---------------------------------|
| <u>Day Shift</u> | <u>Shift Hours 0600-1800</u> |
| | 1 Corporal (A & B Platoon) |
| | 6 Positions (A & B Platoon) |
| | 2 Flex officers (A & B Platoon) |
| <u>Night Shift</u> | <u>Shift Hours 1800-0600</u> |
| | 1 Corporal (A & B Platoon) |

6 Positions (A & B Platoon)

2 Flex officers (A & B Platoon)

Power Shift

Shift Hours 1400-0200

2 Positions (A & B Platoon)

Flex Officer

Variable positions. Officers working as Flex Officers during a bid period may be assigned to any shift (including power but excluding traffic) for a minimum of a two week period.

Traffic Officer

Shift Hours - See each shift. 3 positions:

Day Traffic: Work Monday, Tuesday, Friday, Saturday (Off Wednesday/Thursday/Sunday). Shift hours 0700-1700.

Night Traffic #1: Work Saturday - Tuesday (Off Wednesday/Thursday/Friday). Shift hours 1700-0300.

Night Traffic #2: Work Tuesday - Friday (Off Saturday/Sunday/Monday). Shift hours 1800-0400.

Traffic officers will be determined by management for each bid period and they will bid among themselves for the three traffic schedule positions for each respective bid period.

During the summer months when the School Resource Officers (SRO) are not performing their normal school related duties, duties related to the Special Operations Unit or on vacation, he/she may be assigned to work in the Patrol Division, ~~designated for special assignment in or will work in the Patrol Division. The SRO will select the shift he/she wants to work for the entire upcoming summer during the normal shift bid process. Once the SRO selects the shift, the selection will not have any bearing on any other officer's permanent shift bid assignment or vacation time already scheduled.~~

Any additional personnel added to the authorized sworn strength of the department during the duration of this agreement will be classified as "floaters". Any vacancies occurring within the permanent shift assignments for extended periods of time will be filled by floaters. In the event that all available floaters are used to fill vacancies to fulfill minimum manpower requirements, officers in the above shift assignments will be transferred to fulfill the necessary vacancies in an inverse seniority order for periods of time of no less than seven (7) days.

In the event it is necessary to transfer officers to fulfill shift specialty requirements, officers will be transferred in inverse seniority order by specialty for periods of time of no less than seven (7) days or more than twenty-eight (28) days. ~~a minimum of a two-week period.~~

When officers are transferred to cover permanent shift slots when more than two (2) probationary officers bid the same shift, they will be transferred in inverse seniority order.

~~In an effort to advance and promote Community Oriented Policing, it is understood officers that are permanently assigned to day & night shift platoons, will be assigned to permanent zones as much as possible to promote "Zone Ownership". Officers may volunteer for a certain zone but the final decision will rest with the Patrol Commander.~~

Patrol zone assignments will be done in accordance to Carol Stream Police Department Policy #314 (Patrol Assignments).

When changes in assignments are necessary, management will attempt to have them coincide with the beginning of one of the two shift bid periods. (Ex: Assignments to SOU, Investigations, etc i.e. ~~SOU, Detectives, etc.~~)

MEMORANDUM OF AGREEMENT

The Illinois Fraternal Order of Police Labor Council (hereinafter referred to as "the Union"), on behalf of the patrol unit, and the Village of Carol Stream (hereinafter referred to as "the Village") enter into the Memorandum of Agreement (hereinafter referred to as "MOA"). The parties have met and agreed to replace the terms of Appendix C (shift assignments) as well as the terms of the "2 Day and 2 Night Shift Platoons (12 Hours Shifts)", "Day Power Shift", "Night Power Platoon", and "Vacation Selection" sections of Appendix E of the Collective Bargaining Agreement (hereinafter referred to as "CBA") with the attached. The terms contained therein are intended to supersede any conflicting provisions contained in Appendix C and the sections of Appendix E, stated above, of the CBA.

The changes to the CBA as described above will be implemented for a one year trial period. The changes will take effect on December 22, 2014, and will be revocable for the 2016 schedule year by either party on or before September 1, 2015. If revoked, the terms of Appendix C and the sections of Appendix E, stated above, will revert back to the terms as they exist on the date this MOA is signed or new terms mutually agreed upon prior to October 1, 2015.

Dated: _____

ILLINOIS FRATERNAL ORDER OF
POLICE LABOR COUNCIL

VILLAGE OF CAROL STREAM

John B. Pulio

J. Chacon

[Signature]

APPENDIX C

Shift assignments shall be made by seniority. However, seniority may not be the only determinant for shift assignment. Specific shift and departmental needs may necessitate assignments on a basis other than seniority. The Deputy Chief of Patrol and the Patrol Commanders shall be responsible for making shift assignments and his decision will be subject to final review by the Chief of Police. If the Deputy Chief of Patrol, Patrol Commanders or the Chief of Police makes shift assignments contrary to the normal seniority shift bid system, it will not be done in an arbitrary or capricious manner. It is recognized by the Village and the Union that the procedures described in the Appendix applies to officers assigned to regular patrol functions and does not apply to officers when they are assigned to the Investigations Unit, Special Operations Unit (SOU), the Traffic Unit or other specialized unit that both parties may mutually agree to exclude during the duration of this Agreement.

The Deputy Chief of Patrol shall provide a shift bid sheet to each corporal (as defined in Carol Stream Police Department Policy #129) and officer that are assigned to a regular patrol function on October 1st (if the first falls on a weekend day, it will be provided on the following Monday). The shift bid sheet shall list the two shift bid periods for the next year. The shift bid sheet will be returned to the Deputy Chief of Patrol on or about October 15th.

Officers will bid on a seniority basis for a position on one of the following shift assignments:

<u>Day Shift</u>	<u>Shift Hours 0600-1800</u>
	1 Corporal (A & B Platoon)
	6 Positions (A & B Platoon)
	2 Flex officers (A & B Platoon)
<u>Night Shift</u>	<u>Shift Hours 1800-0600</u>
	1 Corporal (A & B Platoon)
	6 Positions (A & B Platoon)
	2 Flex officers (A & B Platoon)
<u>Power Shift</u>	<u>Shift Hours 1400-0200</u>
	2 Positions (A & B Platoon)

Flex Officer

Variable positions. Officers working as Flex Officers during a bid period may be assigned to any shift (including power but excluding traffic) for a minimum of a two week period.

Traffic Officer

Shift Hours - See each shift. 3 positions:

Day Traffic: Work Monday, Tuesday, Friday, Saturday (Off Wednesday/Thursday/Sunday). Shift hours 0700-1700.

Night Traffic #1: Work Saturday - Tuesday (Off Wednesday/Thursday/Friday). Shift hours 1700-0300.

Night Traffic #2: Work Tuesday - Friday (Off Saturday/Sunday/Monday). Shift hours 1800-0400.

Traffic officers will be determined by management for each bid period and they will bid among themselves for the three traffic positions for each respective bid period.

During the summer months when the School Resource Officers (SRO) are not performing their normal school related duties, duties related to the Special Operations Unit or on vacation, he/she may be assigned to work in the Patrol Division.

Any additional personnel added to the authorized sworn strength of the department during the duration of this agreement will be classified as "floaters". Any vacancies occurring within the permanent shift assignments for extended periods of time will be filled by floaters. In the event that all available floaters are used to fill vacancies to fulfill minimum manpower requirements, officers in the above shift assignments will be transferred to fulfill the necessary vacancies in an inverse seniority order for periods of time of no less than seven (7) days.

In the event it is necessary to transfer officers to fulfill shift specialty requirements, officers will be transferred in inverse seniority order by specialty for periods of time of no less than seven (7) days or more than twenty-eight (28) days.

When officers are transferred to cover permanent shift slots when more than two (2) probationary officers bid the same shift, they will be transferred in inverse seniority order.

Patrol zone assignments will be done in accordance to Carol Stream Police Department Policy #314 (Patrol Assignments).

When changes in assignments are necessary, management will attempt to have them coincide with the beginning of one of the two shift bid periods. (Ex: Assignments to SOU, Investigations, etc)

APPENDIX E

2 DAY AND 2 NIGHT SHIFT PLATOONS (12 HOURS SHIFTS)

- Each of the day and night platoon will normally consist of 1 Sergeant, 1 Corporal, 6 zone officers and available flex officers.

NIGHT POWER PLATOON

There will be two (2) night power shift officers. One night power shift officer will be assigned to the A platoon. One night power shift officer will be assigned to the B platoon. See Appendix C for the night power shift officer's work hours. The department may add additional officers to the night power shift if an increase in staffing levels would allow for this.


VACATION SELECTION

- All dates are open for vacation selection (except for a maximum of two selected block-out periods determined by the Chief of Police prior to the selection of vacation dates).
 - No more than two (2) non-Corporal patrol officers per platoon or group may be on a vacation day at a time.
 - The Sergeant and Corporal in each platoon will bid against each other for vacation days. The Sergeant will always have the first selection.
1. The Sergeant or Corporal must bid at least two and not more than three blocks of vacation time the first time the selection list comes through. He must bid all days off between his days off groupings. This could be two or three day blocks of time. A maximum of three blocks in succession will be allowed during the first round of selection. After the vacation list has been through both of them, the list will be returned to the Sergeant and secondary selections can be made. Secondary selections must be made in one block increments. A maximum of two blocks of time may be taken during the second round selection. Third round selections may be taken in individual days with a 3 day maximum or in a one block increment. Additional selections may be made with the same rule as the third round selections.
 2. Day and night platoon officers must bid at least two and not more than three blocks of vacation time the first time the selection list comes through. An officer must bid all the days off between his days off groupings. This could be two or three day blocks of time. A maximum of three blocks in succession will be allowed during the first round of selection. After the vacation list has been through an entire platoon, the list will be returned to the beginning and secondary selections can be made. Secondary selections

must also be made in one block increments. A maximum of two blocks of time may be taken during the second round selection period. Third round selection may be taken in individual days with a 3 day maximum at a time or in a one block increment. Additional selections may be made with the same rule as the third round selections.

3. Night Power shift officers must bid at least two and not more than three blocks of vacation time the first time the selection list comes through. An officer must bid all the days off between his days off groupings. This could be two or three day blocks of time. A maximum of three blocks in succession will be allowed during the first round of selection. Once all power shift officers have made their first round selections, the list will be returned to the beginning for second round selections. Secondary selections must also be made in one block increments. A maximum of two blocks of time may be taken during the second round selection period. Third round selection may be taken in individual days with a 3 day maximum or in a one block increment. Additional selections may be made with the same rule as the third round selections.
4. Traffic officers will bid between themselves for vacation time. Traffic officers may select a maximum of two weeks for their first selection. Once all traffic officers have made their first round selections, the list will be returned to the beginning for second round selections. A maximum of two weeks may be taken during the second round selection period. Third round selection may be taken in individual days with a 3 day maximum or a one week period. Additional selections may be made with the same rule as the third round selections.
5. The following groups will select vacations in their respective groups:
 - a) Sergeant and Corporal
 - b) Each of the 4 platoons (includes flex officers)
 - c) Night Power shift officers
 - d) Traffic Unit
 - e) SOU (includes DARE and SRO officers)
 - f) Investigations

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager
FROM: Philip J. Modaff, Director of Public Works 
DATE: September 24, 2014
RE: Change Order #1- WRC Aeration System Improvement Phase II

On May 19, 2014, the Village Board approved a contract with Dahme Mechanical Industries for the WRC Aeration System Improvement Project – Phase II in the amount of \$589,895.00. The project includes installation of a high speed turbo-blower, airflow meters, motorized valve operators, air distribution controls and ammonium and dissolved oxygen probes.

As work on the turbo-blower has progressed a detail in the existing piping plans did not match actual field conditions. A portion of the existing piping was intended to be used to house wiring for the new turbo-blower. As a result a change in existing conditions it became necessary to install an additional length of new pipe. In order to keep the project moving a field change order (copy attached) was approved by the Director of Public Works following consultation with, and authorization by, the Village Manager

Staff recommends that the Mayor and Board approve a Motion authorizing Change Order #1 to the WRC Aeration System Improvement Project in the amount of \$889.75.

Attachments



DAHME MECHANICAL INDUSTRIES, INC.
610 S. ARTHUR AVE.
ARLINGTON HEIGHTS, IL 60005
847-253-0341 FAX 847-253-9501

September 23, 2014

Baxter & Woodman Consulting Engineers
 8430 W. Bryn Mawr Ave.
 Suite 400
 Chicago, IL 60631

Attn: Mark Dachsteiner
 Re: Carol Stream WRC Aeration System Improvements Phase 2
 Village of Carol Stream, IL
 CPR 001

Dear Mark:

Per your request, DMI offers the following pricing for the additional work requested and the documentation attached:

Item 1: Conduit addition for new blower:

1. Labor			
0	hours pipefitter foreman/journeyman composite rate	\$101.01 /hour	\$0.00
	Subtotal		\$0.00
	15% mark-up		\$0.00
	Total Labor		\$0.00
2. Materials			
0	materials	\$0.00 /ea	\$0.00
	Subtotal		\$0.00
	15% mark-up		\$0.00
	Total Materials		\$0.00
3. Equipment			
0	hours service truck	\$25.00 /hour	\$0.00
	note: all equipment fuel included in rate		
	Subtotal		\$0.00
	15% mark-up		\$0.00
	Total Materials		\$0.00
4. Subcontractors			
1	Tri-R	\$847.38 /lot	\$847.38
	Subtotal		\$847.38
	5% mark-up		\$42.37
	Total Materials		\$889.75

Total Added Costs:	\$889.75
---------------------------	-----------------

Total Add/Deduct this contract revision, not to exceed:	\$889.75
--	-----------------

Please review and advise of the status of this request; any questions can be addressed to me at (847) 253-0341.

Thank You,

Kris Komorn

Kris Komorn
 Project Manager
 Dahme Mechanical industries, Inc.
kkomorn@dahmemechanical.com

Village of Carol Stream
Change Order


Project Name: WRC Aeration System Improvement Phase II
Contractor: Dahme Mechanical
Award Date: May 19, 2014

Description of Change Order #1: The following change order is necessary due to a changing field condition

- Conduit addition for new turbo-blower: \$889.75
TOTAL Change Order #1: \$889.75

Original Contract Amount: \$589,895.00
Change Order #1: \$ 889.75
Prior Change Orders: \$ 0.00
New Contract Amount: \$590,784.75

Approved:



Village of Carol Stream


9/24/14

Date

Dahme Mechanical Industries Date

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: October 1, 2014

RE: Recommendation to Award a Contract – Steve Piper & Sons – Tree Trimming Services

For the past two years Public Works has contracted out scheduled tree trimming of parkway trees. The Village is currently divided into six tree-trimming zones in order to provide a six-year trimming cycle. The area earmarked for trimming this year is Zone 1 (a map of the zone is attached). The current budget provides \$45,000 for the work in Zone 1.

A bid notice was published in the Daily Herald and bid specifications were sent directly to twenty-six (26) contractors. Only one contractor submitted a bid with the following results:

<u>Vendor Name</u>	<u>Total Price</u>
Steve Piper & Sons	\$47,968.00

The low bidder, Steve Piper & Sons, submitted all of the required bid documents. This company satisfactorily performed this work for the Village of Carol Stream for the last two years.

As an added benefit for residents facing the expense of having to deal with tree trimming or removal on their own properties, the Village also asked vendors to provide prices at which they would provide services directly to homeowners in the area where parkway trees are being trimmed. Residents in Zone 1 will receive a mailer advising them that a contractor will be performing tree trimming in their area and that the contractor has committed to pricing for private work thru the end of February 2015. Residents would be free to call the contractor to make their own arrangements, but are under no obligation to utilize this contractor. The resident and contractor would enter into their own contract for private property services. The Village's only involvement is to make the contractor available to residents at pre-established rates.

Staff recommends that the Village Board approve a Motion awarding a contract to Steve Piper & Sons in the amount of \$47,968.00 for tree trimming services.

Attachments

PARKWAY TREE TRIMMING SERVICES BID FORM (4 pages)

The undersigned "Contractor" offers to provide to the Village Parkway Tree Trimming Services conforming to the specifications attached hereto, with such exceptions or modifications as herewith set forth, and in accordance with the terms and conditions herein specified.

Street	# of Trees	Unit Price	Total
Appomattox Trail	4	\$ 27 ⁹⁵ ₋	\$ 111 ⁸⁰ ₋
Ash Court	1	\$ 18 ⁶⁵ ₋	\$ 18 ⁶⁵ ₋
Baybrook Lane	32	\$ 34 ⁹⁵ ₋	\$ 1118 ⁴⁰ ₋
Big Horn Trail	6	\$ 26 ⁴⁰ ₋	\$ 158 ⁴⁰ ₋
Boa Trail	21	\$ 43 ⁰⁵ ₋	\$ 904 ⁰⁵ ₋
Bowstring Court	4	\$ 23 ³⁰ ₋	\$ 93 ²⁰ ₋
Country Glen Lane	44	\$ 35 ¹⁵ ₋	\$ 1546 ⁶⁰ ₋
Countryside Lane	3	\$ 18 ⁶⁵ ₋	\$ 55 ⁹⁵ ₋
Crystal Shore Court	4	\$ 65 ²⁵ ₋	\$ 261 ⁰⁰ ₋
Crystal Shore Drive	94	\$ 33 ⁵⁰ ₋	\$ 3149 ⁰⁰ ₋
Easton Drive	57	\$ 35 ⁰⁰ ₋	\$ 1995 ⁰⁰ ₋
Far Glen Lane	1	\$ 27 ⁹⁵ ₋	\$ 27 ⁹⁵ ₋
Forest Court	4	\$ 21 ⁰⁰ ₋	\$ 84 ⁰⁰ ₋
Harbor Point	3	\$ 21 ⁷⁵ ₋	\$ 65 ²⁵ ₋
Harwich Drive	34	\$ 25 ²⁰ ₋	\$ 856 ⁸⁰ ₋
Hyannis Circle	85	\$ 46 ⁶⁰ ₋	\$ 3961 ⁰⁰ ₋
Jason Court	25	\$ 22 ⁴⁰ ₋	\$ 560 ⁰⁰ ₋
Knollwood Drive	1	\$ 18 ⁶⁵ ₋	\$ 18 ⁶⁵ ₋
Lies Road	13	\$ 34 ⁸⁵ ₋	\$ 453 ⁰⁵ ₋

Street	# of Trees	Unit Price	Total
Maple Ridge Court	2	\$ 28 ⁰⁰	\$ 56 ⁰⁰
Mill Court	10	\$ 21 ⁴⁵	\$ 214 ⁵⁰
Nantucket Court	13	\$ 25 ⁸⁰	\$ 335 ⁴⁰
Narragansett Drive	114	\$ 32 ⁸⁰	\$ 3739 ²⁰
Oak Wood Drive	37	\$ 33 ⁷⁵	\$ 1248 ⁷⁵
Oriole Trail	31	\$ 36 ⁴⁰	\$ 1128 ⁴⁰
Oxford Street	1	\$ 28 ⁰⁰	\$ 28 ⁰⁰
Parkview Circle	61	\$ 35 ⁰⁰	\$ 2135 ⁰⁰
Parkview Court	14	\$ 28	\$ 392 ⁰⁰
Pheasant Trail	88	\$ 42 ³⁰	\$ 3722 ⁴⁰
Plum Grove Court	24	\$ 24 ⁸⁵	\$ 596 ⁴⁰
Plymouth Court	2	\$ 65 ²⁵	\$ 130 ⁵⁰
Portchester Circle	45	\$ 37 ¹⁰	\$ 1669 ⁵⁰
Robin Drive	85	\$ 44 ⁶⁵	\$ 3795 ²⁵
Royal Glen Lane	82	\$ 39 ⁹⁵	\$ 3275 ⁹⁰
Spring Valley Court	2	\$ 46 ⁶⁰	\$ 93 ²⁰
Spring Valley Drive	40	\$ 33 ¹⁰	\$ 1324 ⁰⁰
Winding Glen Court	16	\$ 34 ⁹⁵	\$ 559 ²⁰
Winding Glen Drive	55	\$ 29 ⁶⁵	\$ 1630 ⁷⁵
Woodhill Drive	24	\$ 25 ⁶⁵	\$ 615 ⁶⁰
Woodlake Drive	126	\$ 46 ³⁵	5840 ¹⁰
TOTALS	1,308		\$ 47968 ⁸⁰

BID FORM (CONTINUED)

ADDITIONAL WORK (Tree Removal)

This work includes: tree removal, chip and remove all tree materials, grind stump, remove grindings and restore to grade

Tree Size (DBH)	Cost
Less than 5" DBH	\$ 18 ²⁰
5.0 inches to 10 inches DBH	\$ 17 ¹⁵
10.1 inches to 15 inches DBH	\$ 18 ⁴⁰
15.1 inches to 20 inches DBH	\$ 23 ⁹⁵
20.1 inches to 25 inches DBH	\$ 28 ⁵⁰
25.1 inches to 30 inches DBH	\$ 37 ⁰⁰
Over 30 inches	\$ 41 ⁵⁰

ADDITIONAL WORK (Private Participation Program)

Item	Category	Description	Cost
1a	Private Participation Program – Tree Trimming	Cost per D.B.H.	25 ⁰⁰
1b	Private Participation Program -- Tree Removal	Cost per D.B.H	35 ⁰⁰
1c	Private Participation Program – Stump Grinding *	Stump Grinding	100 ⁰⁰

* unless otherwise noted this cost shall be considered to be a flat rate

BID FORM (CONTINUED)

Certified Arborist: DAN ENGELHARDT
Name
IL-1577A
Number

Contractor: STEVE PIPER AND SONS

Address: 31 W/320 Ramm Dr.
NAPERVILLE IL 60564

Phone: 630 898 6050 Date: 9/29/14

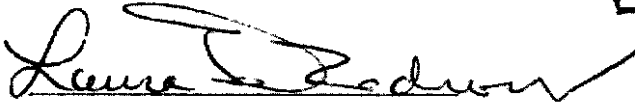
Signature: 

Subscribed and sworn before me on this 29th day of September 2014.

MY COMMISSION EXPIRES:

3-24-18





NOTARY PUBLIC

END OF BID FORM

1. HARVARD CT
2. POTOMAC CT
3. ASH CT
4. PORTSMOUTH CT
5. PETERSBURG CT
6. PENNSBORO CT



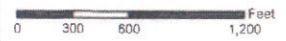
Village of Carol Stream

Work Zone 1 Map

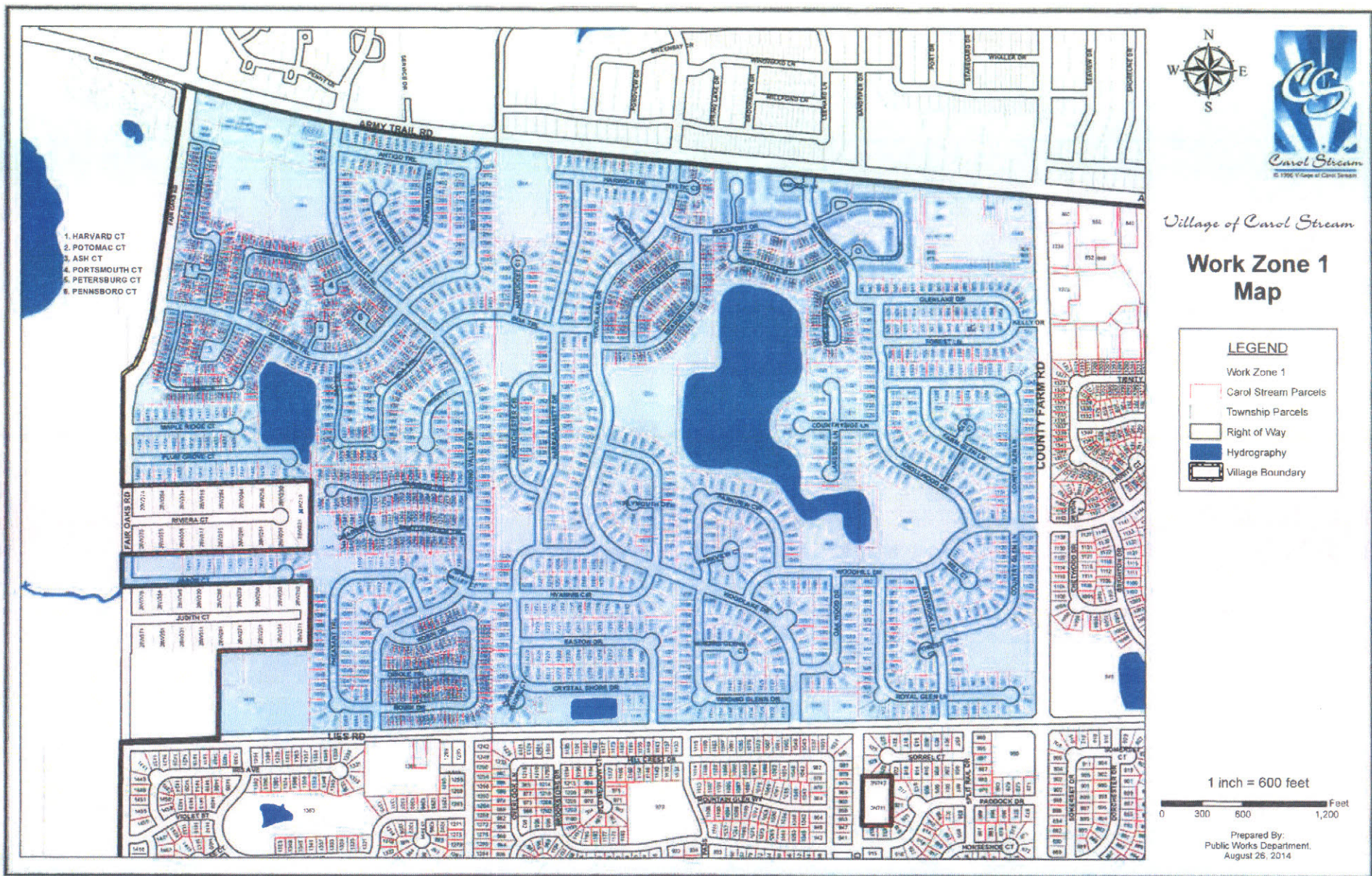
LEGEND

- Work Zone 1
- Carol Stream Parcels
- Township Parcels
- Right of Way
- Hydrography
- Village Boundary

1 inch = 600 feet



Prepared By:
Public Works Department
August 26, 2014



**AN ORDINANCE ANNEXING CERTAIN TERRITORY
INTO THE VILLAGE OF CAROL STREAM
(27W230 North Avenue)**

WHEREAS, Next Step Investments, LLC, is the legal owner of the real property (the "territory") legally described in Section 2 of this Ordinance and commonly known as 27W230 North Avenue, West Chicago, Illinois; and

WHEREAS, Next Step Investments, LLC, is the successor in interest in a Pre-Annexation Agreement dated December 4, 1995, and amended March 6, 2006, by and between Edward H. Sisson, Trustee of the Edward H. Sisson Trust and DuPage Auto Bath, the prior owners of the territory, and the Village of Carol Stream; and

WHEREAS, Next Step Investments, LLC, has, in accordance with the terms of the Pre-Annexation Agreement, petitioned the Village of Carol Stream to annex the territory into the corporate limits of the Village of Carol Stream; and

WHEREAS, such territory is not within the corporate limits of any municipality, but is contiguous to the Village of Carol Stream, DuPage County, Illinois, a municipality existing under the laws of the State of Illinois; and

WHEREAS, the Village of Carol Stream does not provide fire protection service, and the territory herein described is not located in a public library district; and

WHEREAS, the territory to be annexed contains no highways under the jurisdiction of any township; and

WHEREAS, the Village of Carol Stream has authority to annex the territory pursuant to the provisions of 65 ILCS 5/7-1-9; and,

WHEREAS, the Mayor and Board of Trustees find that annexing the territory into the corporate limits of the Village of Carol Stream is in the best interests of the Village.

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

SECTION 1:

The recitals set forth above are hereby incorporated by reference as the findings of the Mayor and Board of Trustees of the Village of Carol Stream.

SECTION 2:

The territory legally described below is hereby annexed to the Village of Carol Stream, DuPage County, Illinois, all in conformance with and as shown on a plat and map of annexation of said territory prepared and sealed by a registered land surveyor of the State of Illinois, attached hereto and made a part hereof as EXHIBIT A:

That part of Lot 1, as recorded in the Assessment Plat of the Edward W. Plane

Estate on June 15, 1931, as Document 313722, located in Section 36, Township 40 North, Range 9 East of the Third Principal Meridian, described as follows: commencing at the southwest corner of the aforesaid Lot 1; thence southeasterly along the center line of North Avenue, 1040.5 feet for a place of beginning; thence north, parallel with the east line of said Lot 1, 660.0 feet; thence southeasterly, parallel with the center line of North Avenue, 150.0 feet; thence southerly, parallel with the easterly line of said Lot 1, 660.0 feet to the center line of North Avenue; thence northwesterly along said center line, 150.0 feet to the place of beginning in DuPage County, Illinois.

Together with any adjacent street or highway required by law to be annexed.

Common address: 27W230 North Avenue, West Chicago, Illinois.

PIN: 01-36-200-036

The annexation of the above-described territory shall extend to the far side of any adjacent highway.

SECTION 2:

The Village Clerk is hereby and herewith instructed to record with the Recorder of Deeds of DuPage County, Illinois, and to file with the County Clerk of DuPage County, Illinois, the following:

(a) a copy of this Ordinance certified as correct by the Clerk of the Village of Carol Stream; and

(b) a plat of the land included in this annexation, as required by law, said plat to be attached to the aforesaid certified copy of this Ordinance.

SECTION 3:

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

PASSED AND APPROVED THIS ____ DAY OF _____, 2014.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

Beth Melody, Village Clerk

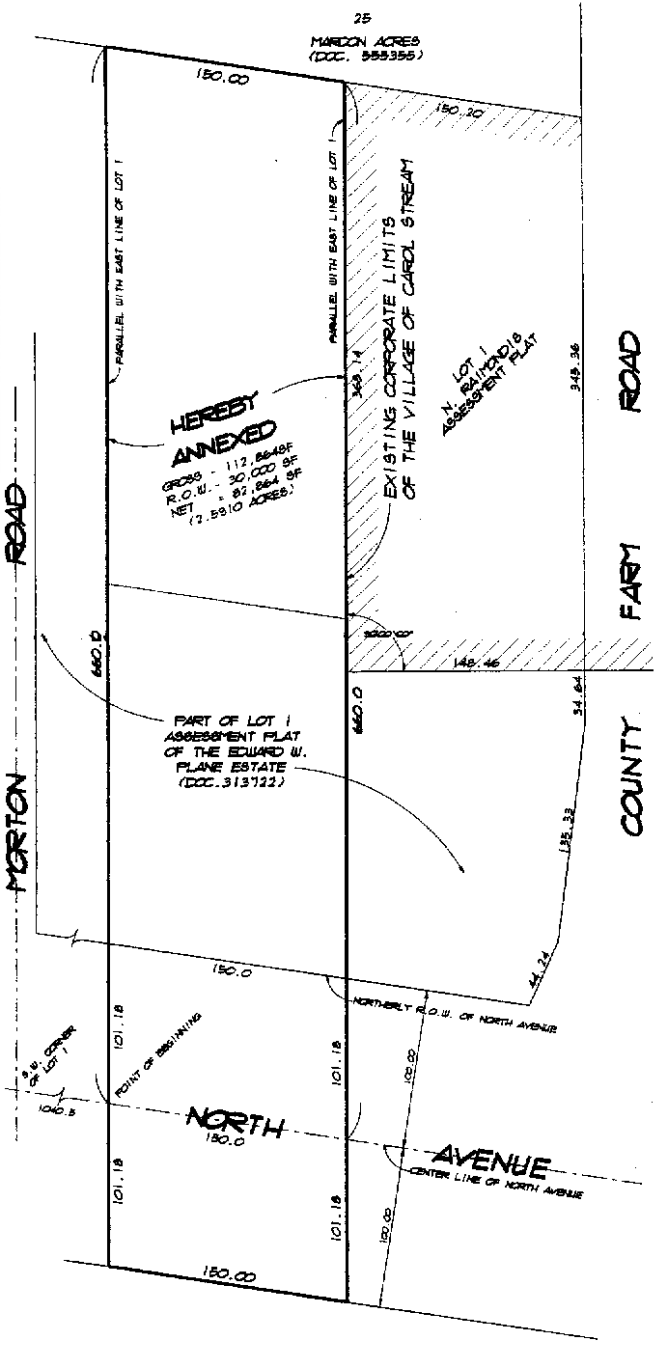
PLAT OF ANNEXATION

THAT PART OF LOT 1, AS RECORDED IN THE ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE ON JUNE 15, 1991 AS DOCUMENT 313722, LOCATED IN SECTION 36, TOWNSHIP 48 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE AFORESAID LOT 1; THENCE SOUTHEASTERLY, ALONG THE CENTER LINE OF NORTH AVENUE, 1048.5 FEET FOR A PLACE OF BEGINNING; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOT 1, 668.0 FEET; THENCE SOUTHEASTERLY, PARALLEL WITH THE CENTER LINE OF NORTH AVENUE, 150.0 FEET; THENCE SOUTHERLY, PARALLEL WITH THE EASTERLY LINE OF SAID LOT 1, 668.0 FEET, TO THE CENTER LINE OF NORTH AVENUE; THENCE NORTHWESTERLY ALONG SAID CENTER LINE, 150.0 FEET TO THE PLACE OF BEGINNING, TOGETHER WITH THE SOUTH HALF OF NORTH AVENUE LYING EAST OF THE WEST LINE OF THE DESCRIBED PROPERTY AS EXTENDED SOUTH AND LYING WEST OF THE EAST LINE OF THE DESCRIBED PROPERTY AS EXTENDED SOUTH, IN DU PAGE COUNTY, ILLINOIS.

P.I.N. 81-36-200-836

This property is known as 274230 North Avenue, West Chicago, IL, 60185

SCALE: 1" = 50 FEET



COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
) S.S.
 COUNTY OF DU PAGE)

THIS INSTRUMENT, NO. _____, WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS, THIS ____ DAY OF _____, 2014.

 COUNTY RECORDER

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
) S.S.
 COUNTY OF DU PAGE)

THE ANNEXED PLAT IS IDENTIFIED AS REPRESENTATIVE OF THE PROPERTY INCORPORATED INTO AND MADE A PART OF THE VILLAGE OF CAROL STREAM, ILLINOIS AS PER ORDINANCE NO. _____ AND THE PROPERTY SHOWN AND DESCRIBED HEREON IS HEREBY INCORPORATED INTO AND MADE A PART OF THE VILLAGE OF CAROL STREAM, ILLINOIS, BY SAID ORDINANCE, DATED THIS ____ DAY OF _____, 2014.

ATTEST: _____
 VILLAGE CLERK

 VILLAGE PRESIDENT

SURVEYORS CERTIFICATE

STATE OF ILLINOIS)
) S.S.
 COUNTY OF DU PAGE)

THIS IS TO CERTIFY THAT STEINBRECHER LAND SURVEYORS, INC., REGISTERED PROFESSIONAL LAND SURVEYING DESIGN FIRM CORPORATION NO. 104-989326, HAVE PLATTED FOR THE PURPOSE OF ANNEXATION TO THE VILLAGE OF CAROL STREAM, ILLINOIS, THE PROPERTY SHOWN AND DESCRIBED ON THE ANNEXED PLAT, WHICH TO THE BEST OF OUR KNOWLEDGE AND BELIEF IS A CORRECT REPRESENTATION THEREOF.

West Chicago, Illinois, August 29, 2014.



Richard J. Steinbrecher
 Richard J. Steinbrecher
 Professional Land Surveyor 3563
 License expires Nov. 30, 2014


Steinbrecher Land Surveyors, Inc.
 Professional Land Surveying
 Design Firm Corporation No. 104-003126
 141 S. Naitnor Blvd., West Chicago, IL 60185-2844
 (630) 293-8900 Fax 293-8902

PREPARED FOR:
 VILLAGE OF CAROL STREAM
 500 N. GARY AVE.
 CAROL STREAM, IL 60188

Village of Carol Stream

Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: Robert J. Glees, Community Development Director 

DATE: October 1, 2014

RE: **Agenda Item for the October 6, 2014, Village Board Meeting
Annexation of the Property at 27W230 North Avenue**

PURPOSE

The purposes of this memorandum are to recommend Village Board approval of the annexation and zoning of the DuPage Auto Bath property at 27W230 North Avenue, and to provide information. The property is owned by Next Step Investments, LLC, represented by Evan Nosek.

BACKGROUND

In 1995, the Village Board approved a preannexation agreement for the DuPage Auto Bath property at 27W230 North Avenue. The property was not contiguous with the Village's corporate boundary at the time, and so the agreement allowed the connection to Carol Stream's water and sanitary sewer systems and required that the property be annexed at such time as it became contiguous. Attached for the Village Board's information are copies of Ordinance No. 95-11-77 authorizing the execution of the preannexation agreement and Ordinance No. 2006-03-07 authorizing the first amendment to the agreement. Note that the potable water system for the business was connected to the Village's water distribution system shortly after approval of the agreement; however, the car wash water continued to be supplied by an existing well. The purpose of the first amendment to the agreement was to extend the deadline for elimination of the existing well and full connection to the public water supply. This was done in 2010.

It should be noted that the preannexation agreement grants zoning approvals upon annexation, and that such approvals require a public hearing before the Plan Commission. As part of the preannexation agreement process, the Plan Commission conducted a public hearing in July 1995 for the various zoning approvals needed for the existing car wash under the same procedure as if the property were incorporated within the Village of Carol Stream. The zoning approvals granted in the 1995 preannexation agreement include:

- zoning classification of B-3 Service District upon annexation,
- special use permit for *auto laundry*,
- special use permit for *open sales lot* for truck and trailer rental,
- variation to allow a reduced front yard building setback, and

- variation to allow a menu board sign.

DISCUSSION

With the Village's annexation of the County Farm Square shopping plaza property at 252-260 County Farm Road in June 2014, the DuPage Auto Bath property became contiguous to the Village's corporate boundary, and must be annexed to the Village in accordance with the terms of the 1995 preannexation agreement. Because a public hearing was conducted for the agreement to annex the property on August 21, 1995, and continued to September 5 and September 18, 1995, no public hearing is required at this time. However, because the ownership of the property has changed hands, a Petition for Annexation is required of the new owner, Next Step Investments, LLC.

Staff would also note for the Village Board's information that one of the zoning approvals, a Special Use Permit for *open sales lot*, was requested by the original property owner in 1995 for purpose of truck and trailer rental. Although the current owner has no plans to add truck and trailer rental to his business, he wishes to retain the special use approval granted by the preannexation agreement. This approval has been included in the proposed ordinance for zoning approvals, and would be subject to the expiration limitations set forth in §16-15-8(H) of the Zoning Code.

Attached for Village Board approval are the following ordinances:

- Annexing Certain Territory into the Village of Carol Stream (27W230 North Avenue),
- Zoning Newly Annexed Territory Upon Annexation to B-3 Service District, and
- Granting Special Use Permits for an *auto laundry* and an *open sales lot*, and Variations for reduced front yard setback and a menu board sign.

The Village Attorney and the property owner have reviewed these documents and found them acceptable. Also attached is a copy of the Petition for Annexation from the property owner.

RECOMMENDATION

Staff recommends that the Village Board approve the annexation of the DuPage Auto Bath property with associated zoning approvals as indicated herein. If the Village Board wishes to annex the property, and concurs with the PC/ZBA recommendations regarding Rezoning to B-3, Special Use Permits for an *auto laundry* and an *open sales lot*, and Variations for reduced front yard setback and a menu board sign, subject to conditions, they should approve the attached ordinances.

PUBLIC NOTICE
FILE #95180

Notice is hereby given that the Carol Stream Plan Commission/Zoning Board of Appeals, will hold a Public Hearing at the Carol Stream Village Hall, 500 N. Gary Avenue, Carol Stream, Illinois, on Monday, July 24, 1995 at 7:30 p.m. to consider an application by Edward H. Sisson as Trustee and DuPage Auto Bath, Inc., for the following actions:

1. Annexation to the Village of Carol Stream;
2. Establishment of B-3 Service District Zoning;
3. Approval of a Special Use for an "auto laundry" as per Section 16-9-4.C.2. of the Zoning Code;
4. Approval of a Special Use for an "open sales lot" as per Section 16-9-4.C.6. of the Zoning Code to allow the outdoor storage or parking of trucks and trailers for rent;
5. A variance to Section 16-9-4.G.1. of the Zoning Code that would allow a front yard building setback of ninety-five feet versus the required one hundred foot minimum;
6. A variance to Section 16-9-4.H. of the Zoning Code that would allow the "auto laundry" and "open sales lot" activities to be conducted without enclosure in a building or by solid fence;
7. A variance to Section 16-13-3.C of the Carol Stream Zoning Code that would allow fewer than the required 30 stacking spaces per car wash bay, and also allow fewer than the required one parking space per employee;
8. A variance to Section 16-11-17.C of the Sign Code that would allow a ground sign with a maximum height of twenty feet and a one hundred and two square foot menu board to be maintained upon annexation;

at the location commonly known as 27W230 North Avenue, and legally described as follows:

That part of Lot 1, as recorded in the Assessment Plat of the Edward W. Plane Estate of June 15, 1931 as Document 313722, located in Section 36, Township 40 North, Range 9, East of the Third Principal Meridian, described as follows: commencing at the southwest corner of the aforesaid Lot 1; thence southeasterly along the center line of North Avenue, 1040.5 feet for a place of beginning; thence north, parallel with the east line of said Lot 1, 660.0 feet; thence southeasterly, parallel with the center line of North Avenue, 150.0 feet; thence southerly, parallel with the easterly line of said Lot 1, 660.0 feet to the center line of North Avenue; thence northwesterly along said center line, 150.0 feet to the place of beginning in DuPage County, Illinois.

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

By order of the Combined Plan Commission/Zoning Board of Appeals, Village of Carol Stream, Illinois 60188. Published in the Daily Herald, Saturday, July 8, 1995 Individuals with disabilities who plan to attend the hearing and who require certain accommodations in order to allow them to observe and participate, or who have questions regarding the accessibility of the meeting or facilities are requested to contact the ADA Coordinator at 665-7606.

PUBLIC NOTICE

Notice is hereby given that the Carol Stream Village Board of Trustees, will hold a Public Hearing at the Carol Stream Village Hall, 500 N. Gary Avenue, Carol Stream, Illinois, on Monday, August 21, 1995 at 8:00 p.m. to consider an application by DuPage Auto Bath for the following actions:

approval of an annexation agreement

at the location commonly known as 27W230 North Avenue, North Side of North Avenue,

Approximately 225 feet West of County Farm Road

and legally described as follows:

That part of Lot 1, as recorded in the Assessment Plat of the Edward W. Plane Estate of June 15, 1931 as Document 313722, located in Section 36, Township 40 North, Range 9, East of the Third Principal Meridian, described as follows: commencing at the southwest corner of the aforesaid Lot 1; thence southeasterly along the center line of North Avenue, 1040.5 feet for a place of beginning; thence north, parallel with the east line of said Lot 1, 660.0 feet; thence southeasterly, parallel with the center line of North Avenue, 150.0 feet; thence southerly, parallel with the easterly line of said Lot 1, 660.0 feet to the center line of North Avenue; thence northwesterly along said center line, 150.0 feet to the place of beginning in DuPage County, Illinois.

A copy of the application is on file with the Director of Community Development.

All interested parties will be given an opportunity to be heard.

By order of the Village Board of Trustees, Village of Carol Stream, Illinois 60188.

Published in the Daily Herald, Saturday, August 5, 1995.

Individuals with disabilities who plan to attend the hearing and who require certain accommodations in order to allow them to observe and participate, or who have questions regarding the accessibility of the meeting or facilities are requested to contact the ADA Coordinator at 665-7606.

R95-173777

95 DEC -8 AM 11:20

RECORDER
DU PAGE COUNTY

W. Ramsey

*32
21*

Prepared By - Return To.

95-11-77

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

ORDINANCE NO. 95-11-77

AN ORDINANCE AUTHORIZING THE EXECUTION OF A
PRE-ANNEXATION AGREEMENT
(DU PAGE AUTO BATH)

P.I.N. 01-36-200-036

WHICH WAS ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF CAROL STREAM, ILLINOIS

THIS 4TH DAY OF DECEMBER, 1995

Published in pamphlet form
by order of the President
and Board of Trustees of
the Village of Carol Stream,
County of DuPage, Illinois
this 11th day of December, 1995.

R95-173777

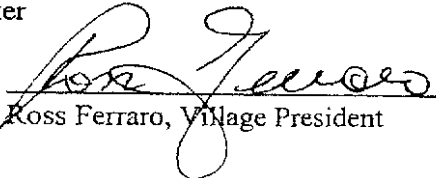
95-12-78

PASSED AND APPROVED THIS 4TH DAY OF DECEMBER, 1995.

AYES: 5 Trustees DeLonay, Fenner, Shanahan, Sutcliffe and Vinson

NAYS: 0

ABSENT: 1 Trustee Kuecker



Ross Ferraro, Village President

ATTEST:



Ronald F. Kalck, Village Clerk

R95-173777


STATE OF ILLINOIS)
) ss. VILLAGE OF CAROL STREAM
COUNTY OF DUPAGE)

CERTIFICATION

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

I further certify that the attached is a true and correct copy of Ordinance No. 95-11-77, AN ORDINANCE AUTHORIZING THE EXECUTION OF A PRE-ANNEXATION AGREEMENT - (DU PAGE AUTO BATH) which was passed and approved by the Village President and Board of Trustees on December 4, 1995.

DATED AT CAROL STREAM, ILLINOIS
this 8th day of December, 1995.


Wynne W. Progar, Deputy Village Clerk

PRE-ANNEXATION AGREEMENT

This Agreement made and entered into this 4th day of December, 1995, by and between the Village of Carol Stream, an Illinois municipal corporation (hereinafter referred to as the "Village") and Edward H. Sisson Trustee of the Edward H. Sisson Trust and DuPage Auto Bath, Inc. (hereinafter referred to as the "Owners"),

WITNESSETH:

WHEREAS, the Owners are the Owners of record of certain real estate as legally described in Exhibit A, attached hereto and incorporated herein by reference (hereinafter referred to as the "Property"); and

WHEREAS, the parties hereto desire that the Property be annexed to the Village on the terms and under the conditions hereafter set forth; and

WHEREAS, the Property is not located within the corporate boundaries of any municipality, but is within the planning area of the Village, and may be now or will, within a period of twenty (20) years, be contiguous to the Village; and

WHEREAS, the parties wish to enter into a binding agreement with respect to the future annexation of the Property and to provide for various other matters related directly or indirectly to said future annexation, in accordance with the provisions of 65 ILCS 5/11-15.1-1 et seq.; and

WHEREAS, the Village Board has determined that the future annexation of

the Property would further the orderly growth of the Village and promote the general welfare of the Village,

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms and conditions herein set forth, the Owners and Village agree, as follows:

1. The provisions of the preamble hereinabove set forth are hereby restated and incorporated herein by reference.
2. The Owners, within thirty (30) days after a written notice from the Village indicating that the Property is now contiguous to the Village, shall submit to the Village an executed Petition for Annexation and plat of annexation in the form provided by law. The Owners shall pay all publication and recording fees associated with the annexation.
3. This Agreement shall be binding upon the Owners, as well as the Owners' successors, assigns and heirs. This Agreement shall constitute a covenant running with the land and shall be binding upon all persons taking any interest or right in the Property after the date of the execution of this Agreement. Any person acquiring any rights or interest in the Property after the date of this Agreement shall be bound by the terms thereof and shall be deemed to have accepted and approved this Agreement in full. The Property may not be annexed to any City or Village other than the Village of Carol Stream during the term of this Agreement.
4. If ownership of the Property or any portion thereof changes subsequent to the execution of this Agreement and prior to annexation, the new Owner or

Owners shall submit to the Village a properly executed acknowledgement and acceptance of this Agreement within thirty (30) days of acquiring such interest which shall also notify the Village of the identity of the new Owner and the new Owner's address and telephone number. It shall be the responsibility of the new Owner or Owners to see to the submission of these items. Provided, however, the failure, refusal or neglect to submit these items shall in no way affect the continued validity of this Agreement.

5. The Village may record any Petition for Annexation submitted and this Agreement in the Office of the Recorder of Deeds of DuPage County.

6. The Owners and the Village respectively agree to do all things necessary or appropriate to cause the Property to be duly and validly annexed to the Village as promptly as practicable after the Property becomes contiguous to the Village. Upon contiguity, the Village may, at any time prior to expiration of this Agreement, annex the Property and at the option of the Village, this Agreement may constitute the petition to annex. The Owners, or their successors in interest, shall assist the Village and take all actions or steps necessary, including, but not limited to, preparing and executing new petitions for annexation, waivers and option of the Village, and at their expense or by reimbursing the Village for its expenses, within seven (7) days after receiving a written request from the Village, initiate or join in any court proceeding which can result in the annexation of the Property, either by itself or along with other property, to the Village. Upon annexation, the Property shall become subject to all

applicable ordinances of the Village, except as may be otherwise provided in this Agreement.

7. The Owners may connect to the Village water and sewer system, upon payment of the Special South West Utility estimated construction fee in the amount of \$11,355.52, or approval by the Village of financing terms specified hereinbelow, provided, however, that at least 50% of the said estimated construction fee shall be paid upon execution of this Agreement, and Owners shall be liable for any difference in cost between the estimated and final construction amounts. The construction fee is a proportional cost based upon the square footage of the area to be served by the new system. The balance of the estimated construction fee, if less than \$1,000, is payable within six (6) months thereafter. If the balance is greater than \$1,000.00 but less than \$2,000.00, financing through deferred installment payments will be available for one (1) year. If the balance is greater than \$2,000.00 but less than \$3,000.00, such financing will be available for a period of two (2) years. If the balance is greater than \$3,000.00 but less than \$10,000.00, such financing will be available for a period of five (5) years. If the balance is greater than \$10,000.00, such financing will be available for seven (7) years. The final amount of the construction fee will be determined upon completion of the construction project. Any excess owed by Owners will be separately billed at that time and shall be due in a single payment. If the final amount is less than that paid by Owners a rebate will be made. The amount due may be prepaid at any time without penalty. All amounts

owed will be pro-rated and billed quarterly over the period of the applicable financing. The interest payable on the amount owed will be the "prime rate" as found in the Wall Street Journal. The interest rate will be adjusted quarterly based on the prime rate found in the Wall Street Journal on January 2nd, April 4th, July 1st and October 1st of each year. The minimum rate of interest shall, however, be seven percent (7%). Property owners will be given thirty (30) days from the date of any billing in which to make payment. A ten percent (10%) penalty will be assessed if payment is not received by the due date. At the request of the Village, the Owner will execute a note for the unpaid amount secured by a lien upon the property. Such lien will be released upon the payment of 100% of the loan, plus interest and any costs of collection. Any property owner delinquent in payments, which delinquency necessitates the Village to pursue the collection of such funds, shall pay the cost of such collection. The Village may also cut off utility service to the property and impose penalties for delinquent and Special South West Utility construction fee payments in the same manner as permitted by Village ordinance for delinquencies in the payment of utility service rates, fees and charges. It is expressly understood that construction fee amounts, rates and financing terms specified in this Paragraph 7 shall be effective only until August 1, 1995.

The Owner shall pay the full cost of construction of service lines in order to connect to the Village utility lines. The Owners also shall pay regular Village connection charges and tap-in fees and the cost of meter(s).

8. The Owners shall connect to the Village sanitary sewer and water system within two (2) years from the date of this Agreement and utilize only Village water, except where other provisions may be set forth in Paragraph 18 for non-potable water. The owners shall abide by the same rules and regulations with respect to water and sewer service as consumers and customers within the corporate limits of the Village. This provision includes, but is not limited to, any sprinkling bans or limitations which may be imposed by the Village. Until the Property is annexed to the Village, the Owners shall pay 150% of the metered water and sewer rates applicable to users within the Village.

Upon annexation, the Property will be zoned B-3 with a special use permit for an auto laundry and truck leasing. After the date of this Agreement, all development on the property shall take place only in accordance with the provisions of the planned unit development section of the Carol Stream Zoning Ordinance. The Village shall retain authorization for site plan approval for all new construction on the Property other than as provided in Paragraph 18. The site plan approval shall include the approval of ingress and egress, location and number of structures, parking, lighting, drainage, building code, subdivision ordinance and all other requirements of the Village's Planned Unit Development Ordinance, and other ordinances of the Village dealing with land development or construction. Where there is a conflict between the Village Codes and the DuPage County Codes, the stricter provisions shall apply. The Village Board, either with or without a public hearing before itself or some Board or

Commission, may waive by motion the necessity of the Owners to comply with all such provisions.

Until such time as the Property is annexed to the Village, the Owners shall not construct any new or modify any existing structures on the Property, even if permitted under the ordinances of DuPage County, without also receiving the approval of the Village of Carol Stream. That approval shall be considered by the Village through process in compliance with its zoning, building, subdivision and other Village ordinances, as if the Property were within the corporate boundaries of the Village of Carol Stream. If the Village should deny such approval, the Owners, rather than proceeding to contest this determination through declaratory judgment, as would be the case if the Property were within the corporate boundaries of the Village, may proceed against the Village in the Circuit Court of DuPage County alleging a breach of this Agreement, and may seek a declaration that it may proceed with the requested development, but no damages may be sought.

10. The Village may seek to enforce the terms of this Agreement through a suit seeking specific performance, damages, injunction and its costs of enforcing the Agreement including attorneys' and expert witnesses' fees. The parties intend that the standard which a court would use under such circumstances shall be the same standards which would be used if the Property were within the Village. The intent of the Village, and the Owners in agreeing to the provisions of this Agreement, is not to unduly restrict the ability of the Owners to develop the Property, but, rather, to make

certain that property which will ultimately be within the corporate boundaries of the Village is developed fully in accordance with the ordinances of the municipality.

11. Upon annexation, the Owners shall pay the annexation fee to the Village as currently set forth within the Village ordinances. This shall be the only annexation fee payable

12. Where land annexed to the Village is not annexed to any fire protection district or part district, the Owners shall promptly, upon annexation to the Village, petition for annexation to the Carol Stream Park District and the Carol Stream Fire Protection District. If the land annexed to the Village is then part of a park district or fire protection district other than the Carol Stream Park District, or the Carol Stream Fire Protection District, the Owner shall, at the written request of the Village, actively endeavor to disconnect from the district and annex to the Carol Stream Park District and the Carol Stream Fire Protection District.

13. In addition to any other power residing in the Village to enforce the terms and conditions of this Agreement, such a suit for damages or specific performance, the Village may, upon a breach of this Agreement by the Owners, withhold the issuance of building or occupancy permits until the breach is cured. The Village also may cut off utility services provided by the Village to the Property for failure of the Owner or Owners to comply with the provisions of Paragraphs 2 and 6.

14. The Owners or their successors or assigns, may, in equity, by suit, action, mandamus, injunction, or other proceedings in court, enforce and compel the

R95-173777

Property and that they have full authority and power to sign the Agreement and any petitions submitted hereunder and that they have not and will not take any action to change ownership in the Property until after this Agreement is recorded.

IN WITNESS WHEREOF this Agreement has been duly executed by whose names are subscribed below or on the signature pages attached hereto from time to time, and which pages are specifically incorporated herein.

Owners
EDWARD H. SISSON TRUST

Village of Carol Stream

BY: Edward H. Sisson

By: [Signature]

EDWARD H. SISSON TRUSTEE

Village President

DU PAGE AUTO BATH, INC.

By: Edward H. Sisson

EDWARD H. SISSON, President

Attest: Ronald D. Kalish
Village Clerk

ATTEST: [Signature]

disk: du page auto bath/pre-ann2.agr

R95-173777

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THAT PART OF LOT 1, AS RECORDED IN THE ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE ON JUNE 15, 1931 AS DOCUMENT 313722, LOCATED IN SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE AFORESAID LOT 1; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF NORTH AVENUE, 1040.5 FEET FOR A PLACE OF BEGINNING; THENCE NORTH, PARALLEL WITH THE EAST LINE OF SAID LOT 1, 660.0 FEET; THENCE SOUTHEASTERLY, PARALLEL WITH THE CENTER LINE OF NORTH AVENUE, 150.0 FEET; THENCE SOUTHERLY, PARALLEL WITH THE EASTERLY LINE OF SAID LOT 1, 660.0 FEET TO THE CENTER LINE OF NORTH AVENUE; THENCE NORTHWESTERLY ALONG SAID CENTER LINE, 150.0 FEET TO THE PLACE OF BEGINNING IN DU PAGE COUNTY, ILLINOIS.

COMMON ADDRESS: 27 W 230 North Avenue, West Chicago, Illinois 60185

P.I.N.: 01-36-200-036.

disk: dupage auto bath/ex-a2

APPENDIX

PARAGRAPH 18

18. Special Terms and Conditions

As a condition of Owner's Obligations under this Pre-Annexation Agreement, the Village and Owners agree as follows:

- 18.1 Owners and their successors in interest in title shall be permitted to continue to use, repair, maintain or replace the water well on the Property after connection to the Village's water and sewer system provided:
- (a) The use of the water from such well shall be discontinued upon the first to occur of the fifth (5th) anniversary of the annexation of the Property or the tenth (10th) anniversary of the execution of this Pre-annexation Agreement, and shall be limited to the washing or cleaning of motor vehicles and shall not be used as potable water for drinking or sanitary purposes.
 - (b) The Village shall have the right to install a meter on the well to measure well water usage for the purpose of determining sewer rates for well water discharge into the Village's sanitary sewer system; Owners shall pay sewer rates as provided in Paragraph 8.
 - (c) Owners shall comply with all DuPage County regulations pertaining to the use and maintenance of the well and the capping of the well upon discontinuance of its use. Without limiting the foregoing, the well shall not be connected in any manner to the Village water system.
 - (d) The Property continues to be used as an auto laundry.
 - (e) The well does not cause a health or safety hazard and otherwise complies with all applicable codes and regulations.
- 18.2 Upon annexation to the Village, Owners or their successors in interest in title shall be granted:
- (a) A zoning classification in the B-3 Service District with a special use permit for an auto laundry with associated activities to include servicing

or self servicing of automobiles consisting of drying, polishing, vacuuming, cleaning, waxing, detailing and tire inflation without enclosure in a building or a fence and subject to the following conditions:

1. There shall be no drying or other parking of vehicles within the first twenty (20) feet of the Property or on the road right-of-way in front of the Property.
2. The Property shall contain a landscape hedge of at least four (4) feet in height, to a density sufficient to block auto headlights from shining onto North Avenue, along the south side of the auto drying area.
3. The northern most ten (10) feet of the Property shall not be disturbed in any way except to maintain the dense landscape and vegetative barrier that currently exist on the Property and this barrier shall be maintained in perpetuity.

(b) A special use permit for a future open sales lot solely for the parking of operable rental trucks and trailers and subject to the following conditions:

1. Prior to construction of the future open sale slot, a site plan shall be submitted for review, approval and establishment of additional necessary conditions by the Plan Commission and Village Board, and shall include screening around the north, east and west sides of the parking lot.
2. All applicable Village codes shall be met with regards to the future parking lot including the paving of the parking lot.
3. The open sales lot and associated activities shall conform with all applicable Village Codes.
4. The open sales lot shall be limited to the rear 250 feet of the Property.

(c) A variance from the application of the Zoning Code to permit the use of the Property as now configured, improved and utilized with a front yard setback of 95 feet.

R95-173777

- (d) A variance from the application of the Sign Code to permit the existing menu board sign to be used only for the car wash business now in operation with its current location, height and size, provided that any face copy changes (except for prices) shall require a sign permit and further provided, that any change in location, height and size shall require conformance with the Village Sign Code and a sign permit.

Owners
EDWARD H. SISSON TRUST

Village of Carol Stream

BY: Edward H. Sisson

By: Ron Juras
Village President

EDWARD H. SISSON TRUSTEE

DU PAGE AUTO BATH, INC.

By: Edward H. Sisson

EDWARD H. SISSON, President

Attest: Ronald J. Kalk
Village Clerk

ATTEST: [Signature]

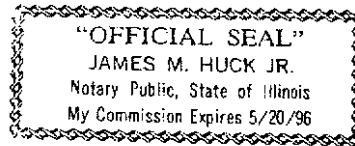
STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, James M. Huck Jr., a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT EDWARD H. SISSON AS TRUSTEE OF THE EDWARD H. SISSON TRUST, 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 acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 4th day of December, 1995.

James M. Huck Jr.
NOTARY PUBLIC

My Commission expires:



R95-173777

STATE OF ILLINOIS)
)
COUNTY OF DU PAGE)

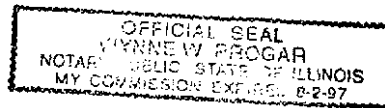
I, WYNNE W. PROGAR, a Notary Public in and for said County in the State aforesaid, do hereby certify that ROSS FERRARO, President of the VILLAGE OF CAROL STREAM., a municipal corporation, and RON KALCK, Clerk of said Village, both personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such respective officers, appeared before me this day in person and acknowledged that they signed and delivered such instrument as their own free and voluntary acts and as the free and voluntary act of said Village, for the uses and purposes set forth therein; and the latter officer also then and there acknowledged that he, as custodian of the corporate seal of said Village, affixed the same to the foregoing instrument as his free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 7th day of December, 1995.


NOTARY PUBLIC

My Commission expires:

8-2-97



2006-03-07

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

ORDINANCE NO. 2006-03-07

**AN ORDINANCE AUTHORIZING EXECUTION OF THE
FIRST AMENDMENT TO A PRE-ANNEXATION AGREEMENT
(DUPAGE AUTO BATH)**

**ADOPTED BY THE MAYOR AND BOARD OF TRUSTEES
OF THE VILLAGE OF CAROL STREAM
THIS 6th DAY OF MARCH 2006**

**Published in pamphlet form
by order of the Mayor
and Board of Trustees of
the Village of Carol Stream,
County of DuPage, Illinois
This 16th day of March 2006.**

ORDINANCE NO. 2006-03-07

**AN ORDINANCE AUTHORIZING EXECUTION OF
THE FIRST AMENDMENT TO A PRE-ANNEXATION AGREEMENT
(DUPAGE AUTO BATH)**

WHEREAS, Vivian Sisson, Trustee of the Edward H. Sisson Trust, is the record owner of the 1.92-acre parcel of land located at the address commonly known as 27W230 North Avenue (hereinafter referred to as the "Property"); and

WHEREAS, the Village of Carol Stream and Edward Sisson, Trustee of the Edward H. Sisson Trust, entered into a Pre-Annexation Agreement dated December 4, 1995, for the Property, being legally described in the Pre-Annexation Agreement; and

WHEREAS, the parties desire to amend the Pre-Annexation Agreement with respect to certain particulars; and

WHEREAS, the Village Board of Trustees, pursuant to proper legal notices, have held public hearings regarding this property.

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

SECTION 1: That the Mayor and Village Clerk are hereby authorized to execute this First Amendment to the Pre-Annexation Agreement to extend the deadline by which DuPage Auto Bath must discontinue use of their existing onsite well.

SECTION 2: That Paragraph 18, Section 18.1(a), of the Pre-Annexation Agreement is hereby deleted and replaced with the following:

"The use of the water from such well shall be discontinued upon the first to occur of the fifteenth (15th) anniversary of the execution of this Pre-Annexation Agreement or the annexation of the Property, and shall be limited to the washing or cleaning of motor vehicles and shall not be used as potable water for drinking or sanitary purposes".

SECTION 3: All the other terms of the Pre-Annexation Agreement not inconsistent with the provisions of this Amendment shall remain in full force and effect.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 6TH DAY OF MARCH 2006.

AYES:	6	Trustees McCarthy, Gieser, Saverino, Stubbs, Fenner & Shanahan
NAYS:	0	
ABSENT:	0	



Ross Ferraro, Mayor

ATTEST:



Janice Koester, Village Clerk

**PETITION FOR ANNEXATION
TO THE MAYOR AND BOARD OF TRUSTEES
OF THE VILLAGE OF CAROL STREAM,
DUPAGE COUNTY, ILLINOIS**

The Petitioner, Next Step Investments, LLC, respectfully petitions to annex to the Village of Carol Stream, DuPage County, Illinois, the territory located at 27W230 North Avenue, West Chicago, Illinois, and legally described on Exhibit A attached hereto and made a part hereof.

Petitioner represents and states as follows:

1. The described territory is not within the corporate limits of any municipality.
2. The described territory is contiguous to the Village of Carol Stream, DuPage County, Illinois, a municipality organized and existing under the laws of the State of Illinois.
3. There are no electors residing within the described territory.
4. Petitioner is the sole owner of record of all land within the described territory and has executed this Petition as the Owner of the described territory.


WHEREFORE, Petitioner respectfully requests that the corporate authorities of the Village of Carol Stream, DuPage County, Illinois, annex the described territory to the Village in accordance with the provisions of this Petition and in accordance with the law in such case made and provided.

Next Step Investments, LLC

9/29/14
Date

By: 
Evan Nosek, Member

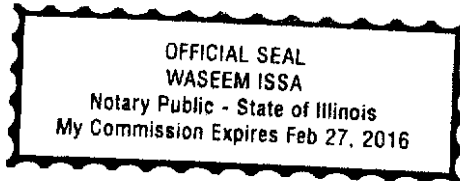
9/29/14
Date

By: 
Todd Adams, Member

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 Evan Nosek and Todd Adams, personally known to me to be Members
of Next Step Investments, LLC, and personally known to me to be the same persons whose
names are subscribed to the foregoing Petition to Annex, appeared before me this day in person
and severally acknowledged that as such Members, they signed and delivered the said Petition to
Annex pursuant to authority given by said Company, as their free and voluntary act, and as the
free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 29th day of September, 2014.



Waseem Issa
Notary Public

**AN ORDINANCE ZONING NEWLY ANNEXED TERRITORY
UPON ANNEXATION TO B-3 SERVICE DISTRICT
(27W230 North Avenue)**

WHEREAS, the land described in this Ordinance has been annexed to the Village of Carol Stream; and

WHEREAS, such land is the subject of a Pre-Annexation Agreement dated December 4, 1995, and amended March 6, 2006, which provides that the Village would zone the land in accordance with that Agreement; and

WHEREAS, prior to the annexation of the land and the execution of the Pre-Annexation Agreement, a public hearing was held on July 24, 1995, following proper legal notice of said public hearing, after which by a vote of 4-0, the Plan Commission recommended to the Mayor and Board of Trustees of the Village that the rezoning of the property to B-3 Service District be approved.

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

SECTION 1:

The land legally described below is hereby zoned B-3 Service District pursuant to the Carol Stream Zoning Code, Section 16-15-7:

LEGAL DESCRIPTION

That part of Lot 1, as recorded in the Assessment Plat of the Edward W. Plane Estate on June 15, 1931, as Document 313722, located in Section 36, Township 40 North, Range 9 East of the Third Principal Meridian, described as follows: commencing at the southwest corner of the aforesaid Lot 1; thence southeasterly along the center line of North Avenue, 1040.5 feet for a place of beginning; thence north, parallel with the east line of said Lot 1, 660.0 feet; thence southeasterly, parallel with the center line of North Avenue, 150.0 feet; thence southerly, parallel with the easterly line of said Lot 1, 660.0 feet to the center line of North Avenue; thence northwesterly along said center line, 150.0 feet to the place of beginning in DuPage County, Illinois.

Common address: 27W230 North Avenue, West Chicago, Illinois.

PIN: 01-36-200-036

SECTION 2:

The land described in Section 1 shall be developed solely in accordance with the terms of an agreement known as Pre-Annexation Agreement - (DuPage Auto Bath), which was approved in Ordinance No. 95-11-77, dated December 4, 1995, and amended March 6, 2006, and all exhibits thereto, passed and approved by the Mayor and Board of Trustees of the Village of Carol Stream.

SECTION 3:

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

PASSED AND APPROVED THIS ____ DAY OF _____, 2014.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

Beth Melody, Village Clerk

**AN ORDINANCE GRANTING
A SPECIAL USE PERMIT FOR AN AUTO LAUNDRY,
A SPECIAL USE PERMIT FOR OPEN SALES LOT,
A ZONING CODE VARIATION FOR FRONT YARD SETBACK
AND A SIGN CODE VARIATION FOR MENU BOARD SIGN
(27W230 North Avenue)**

WHEREAS, in accordance with the terms and conditions of a Pre-Annexation Agreement dated December 4, 1995, and amended March 6, 2006, Edward H. Sisson, Trustee of the Edward H. Sisson Trust and DuPage Auto Bath, hereinafter referred to as the Petitioner, petitioned the Village of Carol Stream for a Special Use Permit for an *auto laundry* in accordance with Section 16-9-4(C)(2) of the Carol Stream Zoning Code, a Special Use Permit for an *open sales lot* for truck and trailer rental in accordance with Section 16-9-4(C)(6) of the Carol Stream Zoning Code, a Variation to allow a reduced front yard setback in accordance with Section 16-9-4(G)(1) of the Carol Stream Zoning Code, and a Variation to allow an existing menu board sign in accordance with Section 6-11-17(H) of the Carol Stream Sign Code, on the property legally described in Section 3 herein and commonly known as 27W230 North Avenue, West Chicago, Illinois; and

WHEREAS, pursuant to Sections 6-11-21, 16-15-6 and 16-15-8 of the Carol Stream Code of Ordinances, the Combined Plan Commission/Zoning Board of Appeals, at a regular meeting thereof, held a public hearing on the above petitions on July 24, 1995, following proper legal notice of said public hearing, after which by a vote of 4-0, the Plan Commission recommended to the Mayor and Board of Trustees of the Village that the Special Use Permit for *auto laundry*, the Special Use Permit for *open sales lot* for truck and trailer rental, the Variation for reduced front yard setback and the Variation for existing menu board sign be approved; and

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

WHEREAS, Next Step Investments, LLC, is the successor in interest to the Pre-Annexation Agreement and Amendments and desires that the Mayor and Board of Trustees grant the Special Use Permits and Variations as set forth herein.

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

SECTION 1:

The Mayor and Board of Trustees of the Village, after examining the Petitions for a Special Use Permit for an *auto laundry* and a Special Use Permit for an *open sales lot* for truck and trailer rental and the Findings and Recommendations of the Combined Plan Commission / Zoning Board of Appeals, have determined and find that the requested Special Use Permits:

- (1) Are deemed necessary for the public convenience at the location.
- (2) Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort, or general welfare.
- (3) Will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.
- (4) Will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
- (5) Will provide adequate utilities, access roads, drainage, and other important and necessary community facilities.
- (6) Will conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Board of Trustees.

SECTION 2:

The Mayor and Board of Trustees of the Village, after examining the Petition for Variations to allow a reduced front yard setback of 95 feet and to allow an existing menu board sign to remain, and the Findings and Recommendations of the Combined Plan Commission / Zoning Board of Appeals, have determined and find that, with respect to the requested Variations:

- (1) That the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.
- (2) That the conditions upon which the petition for variation is based would not be applicable generally to other property within the same district.
- (3) That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.
- (4) That the plight of the owner is due to unique circumstances.
- (5) That the variation, if granted, will not alter the essential character of the locality.

SECTION 3:

The Special Use Permits and Variation, as set forth in the above recitals, are hereby approved and granted subject to the conditions set forth in Section 4, upon the real estate commonly known as 27W230 North Avenue, West Chicago, Illinois, and legally described as follows:

LEGAL DESCRIPTION

That part of Lot 1, as recorded in the Assessment Plat of the Edward W. Plane Estate on June 15, 1931, as Document 313722, located in Section 36, Township 40 North, Range 9 East of the Third Principal Meridian, described as follows: commencing at the southwest corner of the aforesaid Lot 1; thence southeasterly along the center line of North Avenue, 1040.5 feet for a place of beginning; thence north, parallel with the east line of said Lot 1, 660.0 feet; thence southeasterly, parallel with the center line of North Avenue, 150.0 feet; thence southerly, parallel with the easterly line of said Lot 1, 660.0 feet to the center line of North Avenue; thence northwesterly along said center line, 150.0 feet to the place of beginning in DuPage County, Illinois.

Common address: 27W230 North Avenue, West Chicago, Illinois.

PIN: 01-36-200-036

SECTION 4:

The approvals of the Special Use Permit for an *auto laundry*, the Special Use Permit for an *open sales lot* for truck and trailer rental, the Variation to allow a reduced front yard setback and the Variation to allow an existing menu board sign to remain are subject to the following conditions:

- (1) There shall be no drying or stopping, standing or parking of vehicles within the first twenty (20) feet of the Property or on the road right-of-way in front of the Property.
- (2) The Property shall contain a landscape hedge of at least four (4) feet in height, with a density sufficient to block auto headlights from shining onto North Avenue, along the south side of the auto drying area.
- (3) The northernmost ten (10) feet of the Property shall not be disturbed in any way except to maintain the dense landscape and vegetative barrier that currently exists on the Property and this barrier shall be maintained in perpetuity.
- (4) Construction of the future open sales lot shall be subject to site plan review, approval and establishment of additional conditions required by the Plan Commission and Village Board, and shall include screening around the north, east and west sides of the parking lot.
- (5) All applicable Village codes shall be met with in regards to the future parking lot including the paving of the parking lot.
- (6) The open sales lot and associated activities shall conform with all applicable Village Codes.
- (7) The open sales lot shall be limited to the rear 250 feet of the Property.

- (8) The menu board sign shall be used only for the car wash business now in operation with its current location, height and size, provided that any face copy changes (except for prices) shall require a sign permit, and further provided that any change in location, height or size shall require conformance with the Village Sign Code and a sign permit.

SECTION 5:

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 6:

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

PASSED AND APPROVED THIS ____ DAY OF _____, 2014.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

Beth Melody, Village Clerk

We, Evan Nosek and Todd Adams, being the Members of Next Step Investments, LLC, owner/party in interest of the property legally described in this ordinance, on behalf of Next Step Investments, LLC, do hereby accept, concur, and agree to develop and use the subject property in accordance with the terms and conditions of this Ordinance, and we understand that if Next Step Investments, LLC, does not do so, it is 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 permits.

Next Step Investments, LLC

Date

By: _____
Evan Nosek, Member

Date

By: _____
Todd Adams, Member

Resolution No. _____

**A Resolution to Record the Determination of the
Corporate Authorities of the Village of Carol Stream
of the Amounts of Money Estimated to be Necessary to be
Raised by Taxation on Taxable Property for the Fiscal Year
Beginning May 1, 2014, and Ending April 30, 2015**

Whereas, Chapter 35, Section 200/18-60 of the Illinois Compiled Statutes requires that not less than twenty (20) days prior to the adoption of its aggregate levy, the corporate authorities of each taxing district shall determine the amount of money estimated to be necessary to be raised by taxation for that year upon the taxable property in its district; and

Whereas, the Board of Trustees of the Village of Carol Stream has determined that the amount required to be raised by property tax for general corporate purposes of the Village for the fiscal year beginning May 1, 2014, and ending April 30, 2015, is Zero Dollars (\$0); and

Whereas, the Board of Trustees of the Carol Stream Public Library has determined through the adoption of Library Resolution #267 on September 17, 2014, that the amount required to be raised by property tax for the benefit of the Library for the fiscal year beginning May 1, 2014, and ending April 30, 2015, is Three Million Four Hundred Forty Thousand Dollars (\$3,440,000) for general corporate, audit, retirement (IMRF and Social Security), and tort immunity insurance purposes;

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: The estimate of the amount of money necessary to be raised by taxation for the year 2014 on the taxable property in the Village of Carol Stream to meet the operating budget of the Carol Stream Public Library exclusive of election and debt service costs, as

determined by the Carol Stream Library Board of Trustees, is Three Million Four Hundred Forty Thousand Dollars (\$3,440,000).

Section 2: The amount of property tax extended upon the 2013 property tax levy ordinance including abatements, exclusive of election and debt service costs, was Three Million Four Hundred Sixty Seven Thousand Five Hundred Fifty Six Dollars (\$3,467,556); and the amount estimated to be levied upon the 2014 property tax levy ordinance to be hereafter adopted (\$3,440,000) is 99.2% of the amount of property taxes extended upon the 2013 tax levy ordinance.

Section 3: The Finance Director of the Village of Carol Stream is hereby authorized and directed to prepare a tax levy ordinance based upon this estimate and to present such tax levy ordinance for passage and approval not less than twenty (20) days after this determination of the amount required to be raised by taxation on taxable property within the Village.

Section 4: This Resolution shall be in full force and effect from and after its passage and approval.

Passed by the Mayor and Board of Trustees of the Village of Carol Stream, Illinois, this

_____ day of _____, 2014.

Ayes:

Nays:

Absent:

Approved by the Mayor of the Village of Carol Stream, Illinois, this

_____ day of _____, 2014.

Mayor of the Village
of Carol Stream, Illinois

Attest:

Village Clerk of the Village
of Carol Stream, Illinois

Village of Carol Stream

Interdepartmental Memorandum

DATE: September 22, 2014

TO: Joe Breinig, Village Manager

FROM: Jon Batek, Finance Director

COPY: Susan Westgate, Director, Carol Stream Library

SUBJECT: 2014 Property Tax Levy - Schedule of Events

It is time to begin considering the action steps needed to complete and adopt the 2014 property tax levy. The final adopted tax levy ordinance must be filed with the DuPage County Clerk's office no later than the last Tuesday in December (December 30th).

As you are aware, the Village Board must adopt the annual property tax levy of the Carol Stream Public Library based on how the library is established under Illinois law. The Library has prepared and considered their request for tax levy through the adoption of Resolution # 267 on September 17, 2014 (**Exhibit A**).

The "2014 levy", which applies to the calendar year 2014 (for property owners) and the Library's fiscal year 2015 (for budgetary purposes), will be extended on property tax bills issued on or about May 1, 2015 and will be collected in next fiscal year 2016 (June and September 2015).

The combined Village/Library levy for 2014 is summarized in the attached **Exhibit B**. For four consecutive levy years (2010 through 2013), the requested Library levy was fixed at the same amount, \$3,431,500. The 2014 requested tax levy, which was unanimously approved by the Library Board of Trustees on September 17, 2014, requests a modest increase of \$8,500 or $\frac{1}{4}$ of 1 percent over the 2013 levy, for an aggregate levy request of \$3,440,000.

Note that in Exhibit B the 2014 levy is compared to the 2013 taxes extended. The tax extension is the amount extended by the County Clerk on the 2013 tax bills and includes an addition of 1% of the requested levy amount to account for "loss and cost" (i.e. uncollectible taxes and the cost of collection). We are required by the "Truth in Taxation Act" to compare the annual levy request to the prior year's extended taxes for the purpose of demonstrating compliance with the Act. This is why a net decrease of 0.8% is shown on Exhibit B. Thus, once the 2014 levy is extended by the County, the 2014 extended taxes should be approximately \$8,500 greater than taxes extended for 2013.

The estimated financial impact of the proposed levy increase to the owner of a home with a market value of \$248,100 (per U.S. Census Bureau) using known 2013 Village property assessed values is \$0.67.

Village Board and Staff Action Steps

Step 1: Estimate of Tax Levy (Monday October 6, 2014)

The Illinois "Truth in Taxation Act" (35 ILCS 200/18-60) requires the following:

Sec. 18-60. Estimate of taxes to be levied. Not less than 20 days prior to the adoption of its aggregate levy, hereafter referred to as "levy", the corporate authority of each taxing district shall determine the amounts of money, exclusive of any portion of that levy attributable to the cost of conducting an election required by the general election law, hereafter referred to as "election costs", estimated to be necessary to be raised by taxation for that year upon the taxable property in its district. (Source: P.A. 82-102; 88-455.)

The attached Village Board Resolution has been prepared to satisfy the requirement stipulated in the Truth in Taxation Act. This Resolution will be placed on the Village Board Agenda for the meeting of Monday, October 6, 2014.

Step 2: Determination of Need for Truth in Taxation Hearing

The Truth in Taxation Act requires notification and public hearing on the proposed tax levy if the amount estimated in Step 1 above is greater than 105% of the prior year taxes extended. These requirements are stipulated in 35 ILCS 200/18-70 as follows:

Sec. 18-70. More than 5% increase; notice and hearing required. If the estimate of the corporate authority made as provided in Section 18-60 is more than 105% of the amount extended or estimated to be extended, plus any amount abated by the corporate authority prior to extension, upon the final aggregate levy of the preceding year, exclusive of election costs, the corporate authority shall give public notice of and hold a public hearing on its intent to adopt an aggregate levy in an amount which is more than 105% of the amount extended or estimated to be extended upon the final aggregate levy extensions, plus any amount abated, exclusive of election costs, for the preceding year. The hearing shall not coincide with the hearing on the proposed budget of the taxing district. (Source: P.A. 86-957; 88-455.)

Based on the calculations identified in Exhibit B, the proposed 2014 tax levy represents a decrease of 0.8% from taxes extended in 2013, therefore newspaper notice and public hearing are **not required** under this Act with respect to the 2014 proposed tax levy.

Step 3: Adoption of Tax Levy Ordinance (Monday, November 3, 2014)

After the required minimum 20 day period from the estimate of levy, the Village Board is able to approve the final tax levy ordinance. This is anticipated for the Board meeting of November 3, 2014.

Pursuant to prior Village Board direction, the draft ordinance will include language which requests the County Clerk to apply the provisions of the Property Tax Extension Limitation Law (PTELL) or "tax caps" when determining the final extension of the levy. This limits the extension of the levy to only what would be allowed in a non-home rule community.

Generally, PTELL limits the growth in the levy to the greater of the growth in the Consumer Price Index (CPI) or 5% on the prior year's extension, whichever is lower. For the 2014 levy, the CPI figure is 1.5%. With the Library 2014 levy request at a decrease of 0.8% compared to 2013 taxes extended, the discussion of PTELL and any notion that the requested levy would exceed the tax caps is essentially moot.

BOARD OF LIBRARY TRUSTEES of the
VILLAGE OF CAROL STREAM, ILLINOIS
RESOLUTION # 267

Exhibit A

RE: FY2015 WORKING AND APPROPRIATION BUDGETS / REQUEST FOR TAX LEVY

WHEREAS, the Board of Library Trustees passed its Fiscal 2015 yearend budget, attached hereto and included in Exhibit A, on April 16, 2014, which budget sets forth the budgetary requirements of the Board of Library Trustees of the Village of Carol Stream; and

WHEREAS, the aforesaid document details total anticipated expenditures in the amount of \$3,800,650 for the fiscal year ended April 30, 2016; and

WHEREAS, funds derived as income from sources other than tax receipts are anticipated to total \$157,150 for the fiscal year ended April 30, 2016; and

WHEREAS, a total amount of \$3,440,000 is needed from tax receipts in addition to the amount received from other sources to satisfy the anticipated financial needs of the Library for the fiscal year ended April 30, 2015.

RESOLVED that:

Section 1: The President and Board of Trustees of the Village of Carol Stream, Illinois are hereby requested to include in their budget ordinance for the fiscal year commencing on the first day of May 2014 and ending on the thirtieth day of April 2015 the following:

- A. Taxes to be levied to maintain the Public Library pursuant to Illinois Compiled Statutes, Chapter 75, Act 5, Sec. 3-4 shall be: \$3,070,500 or as much thereof as may be authorized by law, but in no event shall such tax levy for maintenance and operation of the Carol Stream Public Library exceed 0.60 percent of the value of all such taxable property as equalized or assessed by the Department of Revenue pursuant to the anticipated expenditures and financial requirements detailed in Exhibit A.
- B. Taxes to be levied for participation in the Illinois Municipal Retirement Fund, as provided in Illinois Compiled Statutes Ch. 40, Act 5, Section 22-403, *et sec.*, in addition to all other taxes heretofore levied, in the sum of \$223,000.
- C. Taxes to be levied for participation in the FICA, as provided in Illinois Compiled Statutes Ch. 40, Act 5, Section 22-403, *et sec.*, in addition to all other taxes heretofore levied, in the sum of \$105,000.
- D. Taxes to be levied for the Liability Insurance Fund, as provided in Illinois Compiled Statutes Chapter 745, Act 10, Section 9-107, *et sec.*, in addition to all other taxes heretofore levied, in the sum of \$28,000.
- E. Taxes to be levied for the Annual Audit as provided in Illinois Compiled Statutes, Chapter 50, Act 310, Section 9, *et sec.*, in addition to all other taxes heretofore levied, in the sum of \$13,500.

Section 2: That pursuant to Illinois Compiled Statutes, Chapter 75, Act 5, Sec. 5-8, the Board of Library Trustees shall accumulate and set apart as a Capital Improvement and Repair Fund for the purchase of sites and buildings, for the construction and equipment of buildings, for the rental and repair of buildings acquired for library purposes, and for repairs and alterations of library buildings and

equipment, the unexpended balances of the proceeds annually received from taxes not in excess of the statutory limits and pursuant to plans to be developed by the Board of Library Trustees.

Section 3: That the funds derived from sources other than the Tax Levy may be allotted by the Board of Library Trustees to such budgeted items and in such amounts as said Board may determine within the limits of said budget.

Section 4: That the unexpended balance of any item or items of said Budget as set forth in this Resolution may be expended in making up any deficiency in any other item or items in the same general Budget made by this Resolution.

Section 5: That the President and Board of Trustees of the Village of Carol Stream are further requested to include in their levy ordinance the following statement:

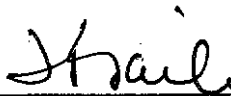
All ordinances and parts of ordinances conflicting with any of the provisions of this ordinance be and the same are hereby modified and repealed, and if any item or portion thereof of this levy is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this ordinance.

Section 6: That the President and the Board of Trustees of the Village of Carol Stream be aware that the Illinois Statutes require that the levy ordinance be duly passed and a certified copy be recorded with the DuPage County Clerk on or before the last Tuesday in December 2014.

Resolution Passed this 17th day of September, 2014 by a vote of:

Ayes: 7, Nays: 0, Absent or not voting: _____

Approved:



James F. Bailey, President
Board of Library Trustees


Attest:

I, the undersigned Secretary of the Board of Library Trustees of the Village of Carol Stream, hereby state that the foregoing amended Resolution entitled:

FY2015 WORKING AND APPROPRIATION BUDGETS / REQUEST FOR TAX LEVY

was duly adopted by said Board of Trustees at a valid meeting on September 17, 2014,

Seal:



Nadia Sheikh, Secretary
Board of Library Trustees

		FY14/15 Working FY 14 Appropriation	FY14/15 Working FY 14 Working Budget approved 4/16/14	FY15/16 Working FY 15 Appropriation
ACCT #	Account Name			
GENERAL FUND REVENUES				
3000	Property Taxes			
3001	Property Tax -- Current	3,070,500	3,070,500	3,070,500
3002	Property Tax -- Non-Current	500	1,000	1,000
3100	PPR Taxes	31,000	30,000	28,000
3200	Interest Income			
3201	Interest Income -- Taxes	0	25	50
3202	Interest Income -- Investments	11,800	12,000	12,000
3300	Patron Payments			
3301	Fines & Fees	50,000	50,000	55,000
3302	Public Copier Payments	10,000	9,500	10,500
3303	Non-Resident Card Fees	400	400	1,000
3304	Sale items	400	400	500
3400	Donations	2,000	1,000	2,000
3500	Developer Contributions	2,000	2,000	3,000
3600	RBP/ILL Reimbursements	650	500	600
3700	Grants			
3701	Per Capit Grant	40,000	49,638	41,000
3702	Other Grants/Awards	1,000		
3800	Other Income	2,000	2,000	2,500
3900	Prior Year Voided Checks			
	TOTAL REVENUE	3,222,250	3,228,963	3,227,650
GENERAL FUND EXPENDITURES				
5100	SALARIES			
5101	EXEMPT STAFF SALARIES	935,000	946,500	990,000
5102	NON-EXEMPT STAFF SALARIES	765,000	793,000	780,000
5103	CUSTODIAL SALARIES	50,000	55,000	60,000
5104	BENEFITS-MED/LIFE/DENTAL			

		FY14/15 Working	FY14/15 Working	FY15/16 Working
		FY 14	FY 14	FY 15
		Appropriation	Working Budget	Appropriation
			approved 4/16/14	
ACCT #	Account Name			
5105	Professional Education	17,250	15,000	17,000
5106	Memberships	5,500	5,000	5,500
5107	Benefits -- Life insurance	1,600	1,750	1,800
5108	Benefits -- Health Insurance	338,000	305,000	275,000
5109	Benefits -- Other	2,700	2,700	2250
5110	Trustee Development	3,500	3,000	3000
	TOTAL	2,118,550	2,126,950	2,134,550
5200	PLANT MAINTENANCE			
5201	SUPPLIES	12,500	15,000	15,000
5202	MAINTENANCE/REPAIR	20,000	23,000	23,000
5203	MAINTENANCE CONTRACTS	50,000	45,250	45,000
5204	LANDSCAPE MAINTENANCE/SNOW REMOVAL	15,000	15,500	15,500
5205	FURNITURE/EQUIPMENT	15,000	25,000	25,000
5206	ELECTRIC - COMM EDISON	40,000	40,000	45,000
5207	WATER/SEWER	3,250	6,000	5,500
5208	INSURANCE (PROPERTY)	7,000	8,000	8,000
	TOTAL	162,750	177,750	182,000
5300	BUSINESS EXPENSE			
5301	POSTAGE	7,000	7,250	7,500
5302	OFFICE&EQUIPMENT SUPPLIES	8,000	9,000	9,500
5303	PRINTER SUPPLIES	11,000	12,000	11,500
5304	EQUIPMENT LEASING	12,200	12,200	12,500
5305	MILEAGE REIMBURSEMENT	5,000	4,000	4,500
5306	LEGAL NOTICES	750	800	800
5307	HELP WANTED ADVERTISING			
5308	BUSINESS PHONE	9,000	9,000	9,000
5309	ACCOUNTING SERVICE	14,000	13,500	14,000

		FY14/15 Working	FY14/15 Working	FY15/16 Working
		FY 14	FY 14	FY 15
		Appropriation	Working Budget approved 4/16/14	Appropriation
ACCT #	Account Name			
5310	MATERIAL RECOVERY FEES	2,700	2,750	2,750
5311	PAYROLL SERVICE	7,750	7,500	8,000
5312	ATTORNEY FEES	12,000	12,000	12,000
5313	ARCHITECT FEES			
5314	OTHER CONSULTANTS	15,000	20,000	10,000
5315	OTHER EXPENDITURES	6,500	7,500	9,000
5316	RECYCLING			
5317	BANK & CREDIT CARD FEES	1,000	1,000	1,000
5318	CITIZEN'S SURVEY/REF INFO			
5319	SECURITY SERVICE	22,500	23,500	23,350
	Risk Management Expense			
	TOTAL	134,400	142,000	135,400
5400	CIRCULATION & MATERIALS PROCESSING, INCLUDING AUTOMATED SERVICES			
5401	Automation Hardware	27,500	24,000	30,000
5402	ISP and Web Page Hosting	3,600	4,750	2,200
5403	Computer Software	15,000	12,000	17,000
5404	LAN and Hardware Maintenance	41,000	44,000	36,000
5405	Technical Services Supplies	14,200	32,000	34,000
5406	Circulation Supplies	12,000	10,000	9,000
5407	Rebinding -(formerly Adult)			
5408	Tech Serv Online Resources (formerly OCLC a	12,000	11,000	12,000
5409	RBP/ILL Expenses	750	750	1,000
5410	MAGIC Consortium	80,000	75,000	76,500
	TOTAL	206,050	213,500	217,700
5500	SERVICES			
5501	Youth Services Programs	22,000	20,000	22,000

		FY14/15 Working		FY14/15 Working		FY15/16 Working
		FY 14		FY 14		FY 15
		Appropriation		Working Budget		Appropriation
				approved 4/16/14		
ACCT #	Account Name					
5502	Summer Reading Program -- Youth					
5503	Adult Programs	15,000		12,000		13,500
5504	Library Printing	7,000		5,000		4,500
5505	Library Newsletter	38,000		39,500		39,500
5506	Youth Services Publicity					
5507	Summer Reading Program Publicity					
5508	Adult Publicity					
5509	Library Publicity and Promotion	20,000		20,000		23,500
5510	Reference Services Expenses					
	TOTAL	102,000		96,500		103,000
5600	COLLECTION DEVELOPMENT					
5601	Youth Services Books	70,000		70,000		65,000
5602	Youth Services Graphic Books					
5603	Youth Services Paperbacks					
5604	Youth Services Reference Collection					
5605	Youth Services Magazines					
5606	Youth Services Media (formerly Realia)	16,000		20,500		20,000
5607	Youth Services Recordings					
5608	Youth Services Kits					
5609	Youth Services Audio Books					
5610	Youth Services Video Recordings					
5611	Youth Services Electronic Media					
5620	Parent Collection - Books					
5621	Parent Collection - Non-Print & Magazines					
5630	Adult Books	130,500		130,500		120,000
5631	Adult Paperback Collection					
5632	World Languages					
5633	Large Print Books					

		FY14/15 Working	FY14/15 Working	FY15/16 Working
		FY 14	FY 14	FY 15
		Appropriation	Working Budget approved 4/16/14	Appropriation
ACCT #	Account Name			
5634	Online Resources (formerly Adult Ref.Coll.)	125,000	75,000	75,000
5635	Magazines & Newspapers (renamed from Adult)	19,000	14,000	14,000
5636	Newspapers			
5637	Adult Media (formerly Adult Compact Discs)	63,000	69,585	70,000
5638	Adult Audio Books			
5639	Adult Video Recordings			
5640	Adult Electronic Media			
5650	Professional Collection			
5651	Digital Media	35,000	43,040	50,000
5652	Grant/Award Expense (Databases)	40,000	49,638	41,000
	TOTAL	498,500	472,263	455,000
	TOTAL GENERAL FUND REVENUES	3,222,250	3,228,963	3,227,650
	GENERAL FUND EXPENDITURES			
5100	SALARIES	2,118,550	2,126,950	2,134,550
5200	PLANT MAINTENANCE	162,750	177,750	182,000
5300	BUSINESS EXPENSE	134,400	142,000	135,400
5400	CIRCULATION & MATERIAL Proc....	206,050	213,500	217,700
5500	SERVICES	102,000	96,500	103,000
5600	COLLECTION DEVELOPMENT	498,500	472,263	455,000
	TOTAL	3,222,250	3,228,963	3,227,650

		FY14/15 Working FY 14 Appropriation	FY14/15 Working FY 14 Working Budget approved 4/16/14	FY15/16 Working FY 15 Appropriation
ACCT #	Account Name			
	GENERAL FUND REVENUES			
	LIBRARY TAX	3,070,500	3,070,500	3,070,500
	OPERATING REVENUE	151,750	158,463	157,150
	TOTAL	3,222,250	3,228,963	3,227,650
	NET CHANGE		6,713	-1,313
	OTHER FINANCING SOURCES/FUNDS			
ACCT #	Account Name			
	WORKING CASH FUND			
20-3001	WORKING CASH LEVY			
20-3202	INTEREST - INVESTMENTS	50	50	50
	TOTAL	50	50	50
20-6920	TO GENERAL FUND	-50	(50)	-50
	FUND BALANCE, APRIL 30	48,396	48,396	48,396

		FY14/15 Working FY 14 Appropriation	FY14/15 Working FY 14 Working Budget approved 4/16/14	FY15/16 Working FY 15 Appropriation
ACCT #	Account Name			
Class 30	FICA FUND			
30-3001	FICA Tax Levy	115,000	115,000	105,000
30-3202	Interest on Investments - FICA	0	0	0
30-5104	FICA Benefit	135,000	137,000	140,000
	Net Difference	-20,000	(22,000)	-35,000
	Fund Balance, May 1	127,000	129,000	127,873
	Reserve Balance April 30	107,000	107,000	92,873
	Reserve in Months	9.51	9	7.96
Class 40	IMRF FUND			
40-3001	IMRF Tax Levy	212,000	212,000	223,000
40-3202	Interest on Investments - IMRF	0	0	0
40-5104	IMRF Benefit	235,000	216,000	223,000
	Net Difference	-23,000	(4,000)	0
	Fund Balance, May 1	151,200	147,500	117,990
	FUND BALANCE, APRIL 30	128,200	143,500	117,990
	RESERVE IN MONTHS	6.55	8	6.35

		FY14/15 Working FY 14 Appropriation	FY14/15 Working FY 14 Working Budget approved 4/16/14	FY15/16 Working FY 15 Appropriation
ACCT #	Account Name			
Class 70	CAPITAL MAINTENANCE & REPAIR FUND			
	CAPITAL MAINTENANCE & REPAIR REVENUE			
	M & R LEVY			0
70-3001	Interest on Investments			0
70-3202	GRANT FUNDS			0
70-3702	TOTAL			0
	CAPITAL MAINTENANCE & REPAIR EXPENDITURES			
70-7301	MAJOR REPAIRS	0	0	0
70-7301				
70-7400	OTHER CAPITAL EXPENDITURES			
7401	Furniture repair	10,000	10,000	10,000
7401	Parking Lot Repair		2,500	10,000
7403	Building Repair	25,000	25,000	25,000
7404	Landscape	5,000	5,000	10,000
7405	Memorials	1,500	1,500	1,500
7406	OTHER EXPENDITURES	25,000	25,000	50,000
	Total	66,500	69,000	106,500
70-7500	Special Projects			
7501	Computer purchase balance		20,000	
7502	Proxy Key System		30,000	
7503	Interior Security Cameras		30,000	30,000
7504	Update Exterior Cameras		20,000	30,000
7505	Computer Monitor/CPU Holders			
	Total		100,000	166,500
	FUND BALANCE, MAY 1	383,967	253,000	400,581
	FUND BALANCE, APRIL 30	317,467	84,000	234,081

VILLAGE OF CAROL STREAM
PROPOSED 2014 PROPERTY TAX LEVY
(Collected in 2015)

	2013 Taxes <u>Extended</u>	2014 Proposed <u>Levy</u>	\$ <u>Inc/(Dec)</u>	% <u>Inc/(Dec)</u>
VILLAGE LEVY:				
Operating	\$ -	\$ -	\$ -	0.0%
Bond Payments	-	-	-	0.0%
Total	-	-	-	0.0%
LIBRARY LEVY:				
Operating				
Corporate	\$ 3,101,495	\$ 3,070,500	\$ (30,995)	
IMRF	214,151	223,000	8,849	
Audit	9,495	13,500	4,005	
Tort/Liab	25,318	28,000	2,682	
Social Security	117,097	105,000	(12,097)	
Operating Total	\$ 3,467,556	\$ 3,440,000	\$ (27,556)	-0.8%
Bond Payments	-	-	-	0.0%
Total	\$ 3,467,556	\$ 3,440,000	\$ (27,556)	-0.8%
TOTAL, VILLAGE AND LIBRARY				
Operating ¹	\$ 3,467,556	\$ 3,440,000	\$ (27,556)	-0.8%
Bond Payments	-	-	-	0.0%
Total	\$ 3,467,556	\$ 3,440,000	\$ (27,556)	-0.8%

¹ Total operating increase is subject to required public hearing under the Truth in Taxation Act if percentage increase, excluding debt, is greater than 5.0% of taxes extended in 2013.

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A GRANT OF A WATER MAIN EASEMENT
(WENDY'S, 424 S. SCHMALE ROAD)**

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to execute an Agreement for Acceptance of a Water Main Easement between Wendy's, 424 S. Schmale Road ("Grantor") and the Village of Carol Stream ("Grantee").

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

SECTION 1: That the Mayor and Village Clerk of the Village of Carol Stream be and the same are hereby authorized to execute the Agreement for Grant of a Water Main Easement, attached hereto as Exhibit "A" and as approved by the Village Attorney. The address of the property is: 424 S. Schmale Road, Carol Stream, Illinois, with a P.I.N. of 05-04-311-005.

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 6th DAY OF OCTOBER, 2014.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Prepared by and return to:

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

GRANT OF WATER MAIN EASEMENT

THIS GRANT OF WATER MAIN EASEMENT ("Grant of Easement") is made this
17 day of September, 2014, by MAUR A AUGER
424 SCHMALE ROAD, CAROL STREAM 60188

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To Grantor: MARIO A. ALLEGRO
424 SCHWABE ROAD
CAROL STREAM, IL 60188

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

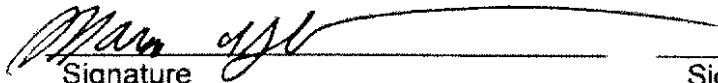
11. This Agreement contains the entire agreement between the Parties with respect to the use of the Easement Premises and the Grantor Property by Grantee in

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


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

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

Grantor:

 _____ Signature	_____ Signature
MARIO A. AVVIGNERA _____ Print Name	_____ Print Name

Agreed to and accepted by the Village of Carol Stream, DuPage County, Illinois, this 6th day of OCTOBER, 2014.

By: 

Frank Saverino, Sr., Mayor

ATTEST: 

Beth Melody, Village Clerk

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)



I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Mario A Allegro, 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 17 day of September, 2014.

Connie Zych
Notary Public

Exhibit A

LEGAL DESCRIPTION OF GRANTOR PROPERTY

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 1 in Wendy's Carol Stream Subdivision being a subdivision of part of the east half of the southwest quarter of section 4, township 39 north, range 10, east of the third principal meridian, according to the plat thereof said Wendy's Carol Stream Subdivision recorded April 6, 1984 as document number R84-25176, in DuPage County, Illinois

Excepting therefrom the following:

That part of Lot 1 in Wendy's Carol Stream Subdivision, being a subdivision of part of the east half of the southwest quarter of section 4, township 39 north, range 10, east of the third principal meridian, commencing at the southeast corner of said Lot 1, thence running northerly along the easterly line, being a curve to the right, having a radius of 2073.20 feet and whose chord bears north 31 degrees, 30 minutes, 22 seconds east, a distance of 131.27 feet to a point of reverse curve for a point of beginning; thence northerly along a curve to the left having a radius of 25.0 feet and whose chord bears north 11 degrees, 36 minutes, 28 seconds west, an arc distance of 39.21 feet with a chord distance of 35.31 feet to a point of compound curve on the north line of said Lot 1, thence south 11 degrees 36 minutes, 28 seconds East, 35.31 feet along the chord of said curve to the point of beginning, in DuPage County, Illinois.

Exhibit B

LEGAL DESCRIPTION OF EASEMENT PREMISES

LEGAL DESCRIPTION OF EASEMENT PROPERTY

The easterly 20.00 feet of Lot 1 in Wendy's Carol Stream Subdivision being a subdivision of part of the east half of the southwest quarter of section 4, township 39 north, range 10, east of the third principal meridian, according to the plat thereof said Wendy's Carol Stream Subdivision recorded April 6, 1984 as document number R84-25176, in DuPage County, Illinois

Excepting therefrom the following:

That part of Lot 1 in Wendy's Carol Stream Subdivision, being a subdivision of part of the east half of the southwest quarter of section 4, township 39 north, range 10, east of the third principal meridian, commencing at the southeast corner of said Lot 1, thence running northerly along the easterly line, being a curve to the right, having a radius of 2073.20 feet and whose chord bears north 31 degrees, 30 minutes, 22 seconds east, a distance of 131.27 feet to a point of reverse curve for a point of beginning; thence northerly along a curve to the left having a radius of 25.0 feet and whose chord bears north 11 degrees, 36 minutes, 28 seconds west, an arc distance of 39.21 feet with a chord distance of 35.31 feet to a point of compound curve on the north line of said Lot 1, thence south 11 degrees 36 minutes, 28 seconds East, 35.31 feet along the chord of said curve to the point of beginning, in DuPage County, Illinois.

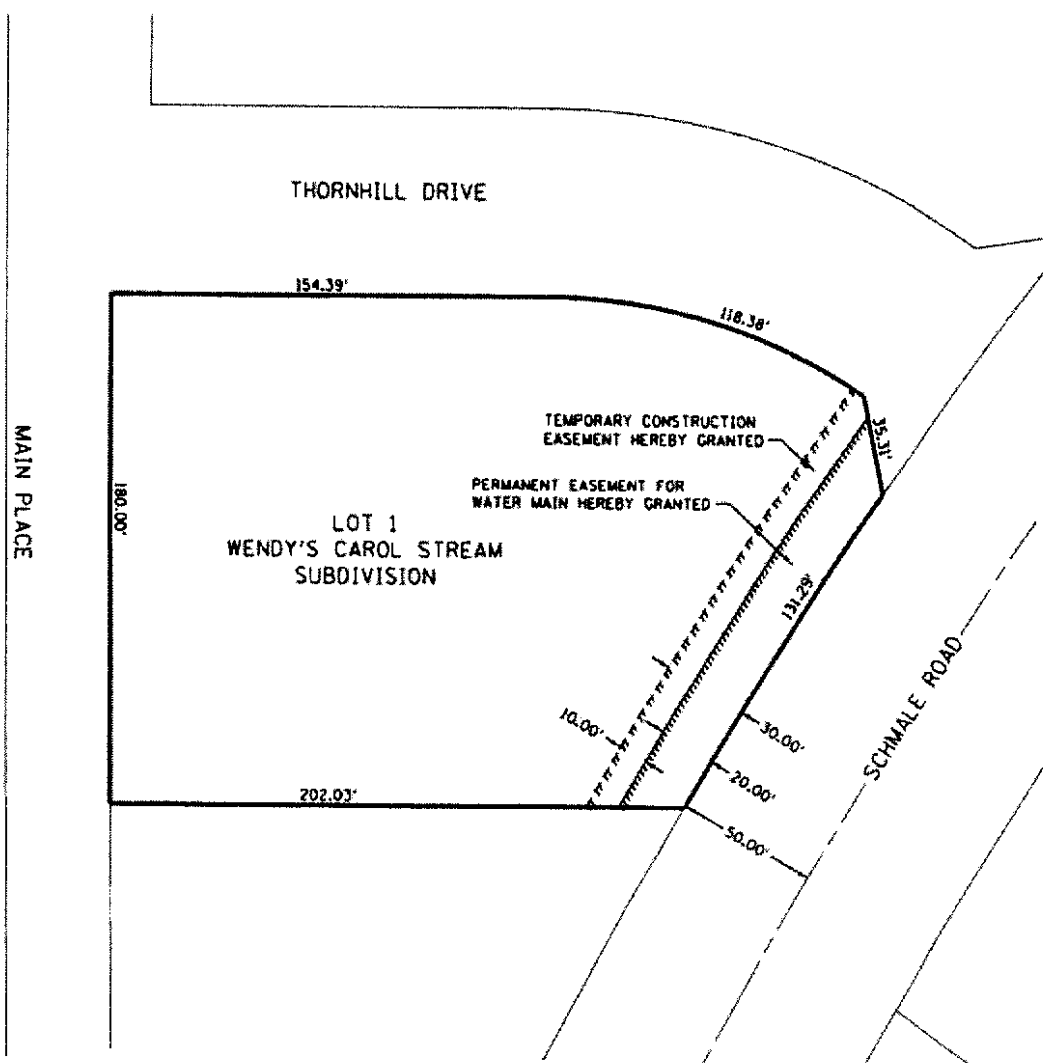
LEGAL DESCRIPTION OF TEMPORARY EASEMENT PROPERTY

The westerly 10.00 feet of the easterly 30.00 feet of Lot 1 in Wendy's Carol Stream Subdivision being a subdivision of part of the east half of the southwest quarter of section 4, township 39 north, range 10, east of the third principal meridian, according to the plat thereof said Wendy's Carol Stream Subdivision recorded April 6, 1984 as document number R84-25176, in DuPage County, Illinois

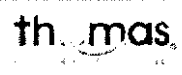
Excepting therefrom the following:

That part of Lot 1 in Wendy's Carol Stream Subdivision, being a subdivision of part of the east half of the southwest quarter of section 4, township 39 north, range 10, east of the third principal meridian, commencing at the southeast corner of said Lot 1, thence running northerly along the easterly line, being a curve to the right, having a radius of 2073.20 feet and whose chord bears north 31 degrees, 30 minutes, 22 seconds east, a distance of 131.27 feet to a point of reverse curve for a point of beginning; thence northerly along a curve to the left having a radius of 25.0 feet and whose chord bears north 11 degrees, 36 minutes, 28 seconds west, an arc distance of 39.21 feet with a chord distance of 35.31 feet to a point of compound curve on the north line of said Lot 1, thence south 11 degrees 36 minutes, 28 seconds East, 35.31 feet along the chord of said curve to the point of beginning, in DuPage County, Illinois.

EXHIBIT B



N
↑
SCALE: 1"=60'




Thomas Engineering, Inc.
1185 South Broadway Avenue
Carol Stream, IL 60132
Phone: 630-533-1700

VILLAGE OF CAROL STREAM
WATER MAIN PROJECT

424 SCHMALE ROAD
CAROL STREAM, IL
P.I.N.: 05-04-311-005

SHEET NO.
XX OF XX

Village of Carol Stream
Interdepartmental Memorandum

TO: Joseph Breinig, Village Manager
FROM: William N. Cleveland, Assistant Village Engineer 
DATE: September 29, 2014
RE: Acceptance of Schmale and St. Charles Road Watermain Easements

In July the Village sent letters to 30 property owners requesting their cooperation in granting easements for the watermain replacement project. To date, we have received 9 easements in return (accepted three) and have six more to accept. They are listed below. We have been following up with phone calls and email correspondence to the remaining property owners.

Details of the easements to accept are shown below:

<u>Business Name</u>	<u>Address</u>	<u>PIN</u>
Wendy's	424 S. Schmale Road	05-04-311-005
Armanetti's	370 S. Schmale Road	05-04-303-014
Carol's Garden	24W211 St. Charles Road	05-04-203-006
Village Tavern	291 S. Schmale Road	05-04-203-017
Countryside Animal Clinic	24W380 St. Charles Road	05-04-202-020
Saigon Oriental Market	606-632 St. Charles Road	05-04-203-003

Many of the remaining 21 easements are from corporations and have real estate departments to work with. ComEd typically does not grant easements but rather uses a "land lease" agreement, which is currently under review upon payment of a \$1,500 review fee.

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

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

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

RESOLUTION NO. _____

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

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

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

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

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

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

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 6th DAY OF OCTOBER, 2014.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Prepared by and return to:

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

GRANT OF WATER MAIN EASEMENT

THIS GRANT OF WATER MAIN EASEMENT ("Grant of Easement") is made this
16 day of SEPTEMBER, 2014, by DADSON LLC
521 SCHWABE RD, CAROL STREAM IL 60188

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To Grantor: *DADSON LLC*
521 SCHMALE ROAD
CAROL STREAM IL 60188

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

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

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

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

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

Grantor:

Thomas Porcario
Signature
THOMAS PORCARIO
Print Name

Signature

Print Name

Agreed to and accepted by the Village of Carol Stream, DuPage County, Illinois, this 6th day of October, 2014.

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

ATTEST: Beth Melody
Beth Melody, Village Clerk

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that THOMAS PORCARO, 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 September, 2014.

Helene Morrison

Notary Public



Exhibit A

LEGAL DESCRIPTION OF GRANTOR PROPERTY

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 1 in Anderson's Main Street Subdivision, being a subdivision of the Southeast quarter of the Southwest quarter of Section 4, Township 39 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded September 24, 1969 as Document R69-42683, in DuPage County, Illinois.

Exhibit B

LEGAL DESCRIPTION OF EASEMENT PREMISES

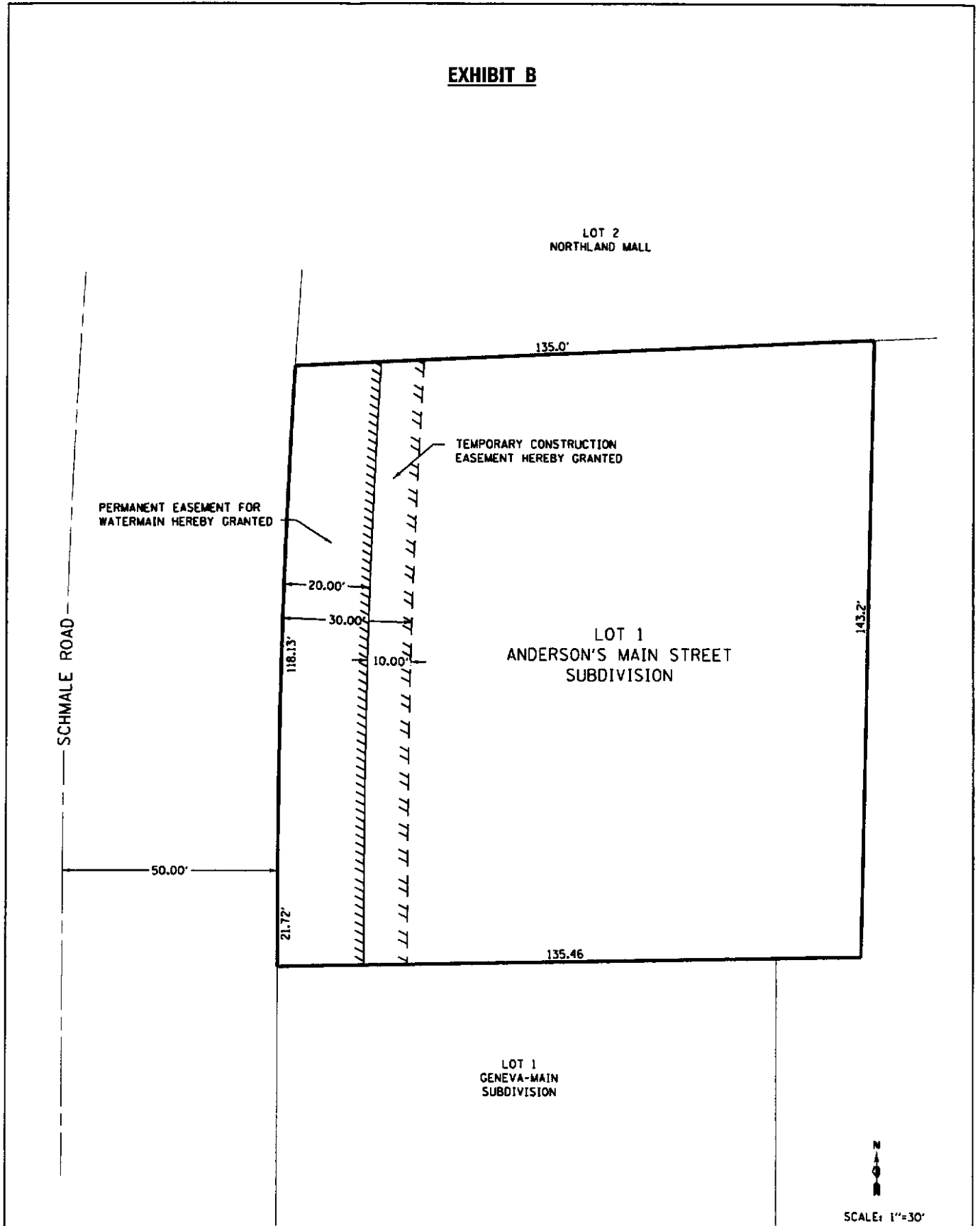
LEGAL DESCRIPTION OF EASEMENT PROPERTY

The westerly 20.00 feet of Lot 1 in Anderson's Main Street Subdivision, being a subdivision of the Southeast quarter of the Southwest quarter of Section 4, Township 39 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded September 24, 1969 as Document R69-42683, in DuPage County, Illinois.

LEGAL DESCRIPTION OF TEMPORARY EASEMENT PROPERTY

The easterly 10.00 feet of the westerly 30.00 feet of Lot 1 in Anderson's Main Street Subdivision, being a subdivision of the Southeast quarter of the Southwest quarter of Section 4, Township 39 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded September 24, 1969 as Document R69-42683, in DuPage County, Illinois.

EXHIBIT B



RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A GRANT OF A WATER MAIN EASEMENT
(CAROL'S GARDEN, 24W211 ST. CHARLES ROAD)**

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

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

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

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

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

Resolution No. _____
Page 2

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

PASSED AND APPROVED THIS 6th DAY OF OCTOBER, 2014.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Prepared by and return to:

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

GRANT OF WATER MAIN EASEMENT

THIS GRANT OF WATER MAIN EASEMENT ("Grant of Easement") is made this
17 day of SEP., 2014, by Vlangos 515 Main LLC,
515 MAIN STREET, CAROL STREAM 60188,

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To Grantor: Vlangos 515 Main LLC
Carol's Garden
515 S Schmale Road
Carol Stream, IL 60188

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

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

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

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

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

Grantor:

<u>Ray Vlangos</u> Signature	_____	Signature
<u>RAY VLANGOS</u> Print Name	_____	Print Name

Agreed to and accepted by the Village of Carol Stream, DuPage County, Illinois, this 4th day of October, 2014.

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


ATTEST: Beth Melody
Beth Melody, Village Clerk

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that RAY VLANGOS, 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 17th day of September, 2014.



Notary Public



Exhibit A

LEGAL DESCRIPTION OF GRANTOR PROPERTY

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 2 in Northland Mall, being a subdivision in the southwest quarter of section 4, township 39 north, range 14, east of the third principal meridian, according to the plat thereof recorded March 25, 1971 as document R71-11259 and certificate of correction recorded November 8, 1971 as document R71-57445 in DuPage County, Illinois.

Exhibit B

LEGAL DESCRIPTION OF EASEMENT PREMISES

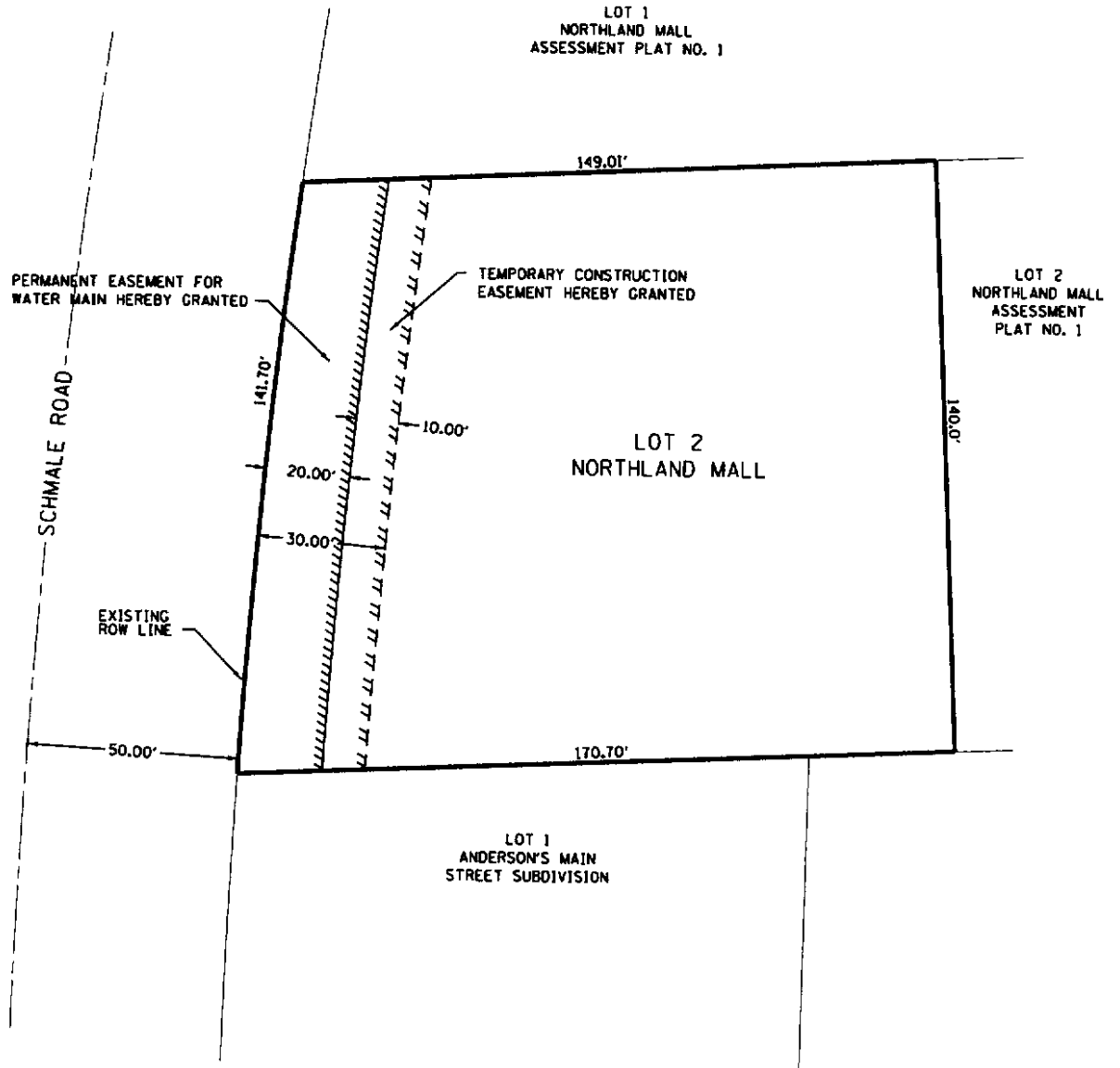
LEGAL DESCRIPTION OF EASEMENT PROPERTY

The westerly 20.00 feet of Lot 2 in Northland Mall, being a subdivision in the southwest quarter of section 4, township 39 north, range 14, east of the third principal meridian, according to the plat thereof recorded March 25, 1971 as document R71-11259 and certificate of correction recorded November 8, 1971 as document R71-57445 in DuPage County, Illinois.

LEGAL DESCRIPTION OF TEMPORARY EASEMENT PROPERTY

The easterly 10.00 feet of the westerly 30.00 feet of Lot 2 in Northland Mall, being a subdivision in the southwest quarter of section 4, township 39 north, range 14, east of the third principal meridian, according to the plat thereof recorded March 25, 1971 as document R71-11259 and certificate of correction recorded November 8, 1971 as document R71-57445 in DuPage County, Illinois.

EXHIBIT B



SCALE: 1"=40'

th mas

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

VILLAGE OF CAROL STREAM
WATER MAIN PROJECT

515 MAIN STREET
CAROL STREAM, IL
P.I.N.: 05-04-305-014

SHEET NO.

XX of XX

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A GRANT OF A WATER MAIN EASEMENT
(VILLAGE TAVERN, 291 S. SCHMALE ROAD)**

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to execute an Agreement for Acceptance of a Water Main Easement between Village Tavern, 291 S. Schmale Road ("Grantor") and the Village of Carol Stream ("Grantee").

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

SECTION 1: That the Mayor and Village Clerk of the Village of Carol Stream be and the same are hereby authorized to execute the Agreement for Grant of a Water Main Easement, attached hereto as Exhibit "A" and as approved by the Village Attorney. The address of the property is: 291 S. Schmale Road, Carol Stream, Illinois, with a P.I.N. of 05-04-203-017.

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

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

Resolution No. _____
Page 2

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

PASSED AND APPROVED THIS 6th DAY OF OCTOBER, 2014.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Prepared by and return to:

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

GRANT OF WATER MAIN EASEMENT

THIS GRANT OF WATER MAIN EASEMENT ("Grant of Easement") is made this
19 day of August, 2014, by Michael Coughlan
Village Tavern & Grill - 291 S. Schmale Rd.

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To Grantor:

MICHAEL BOUGHLAN
VILLAGE TAVERN
291 S. SCHWABE RD.
CAROL STREAM, IL 60188

To Grantee:

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


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

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


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

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

Grantor:

 _____ Signature	_____ Signature
<u>Michael Coughlan</u> _____ Print Name	_____ Print Name

Agreed to and accepted by the Village of Carol Stream, DuPage County, Illinois, this 6th day of October 2014.

By: 

Frank Saverino, Sr., Mayor

ATTEST: 

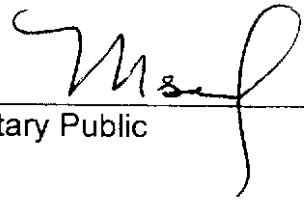
Beth Melody, Village Clerk

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that MICHAEL COUGHLIN, 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 10TH day of Aug., 2014.



Notary Public



Exhibit A

LEGAL DESCRIPTION OF GRANTOR PROPERTY

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 2 in Interstate Properties Division of part of the Northeast quarter of Section 4, Township 39 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded May 4, 1972 as document R72-23286, and also that part of Schmale Road conveyed September 30, 2013 as document number R2013-138001, in DuPage County, Illinois.

Exhibit B

LEGAL DESCRIPTION OF EASEMENT PREMISES

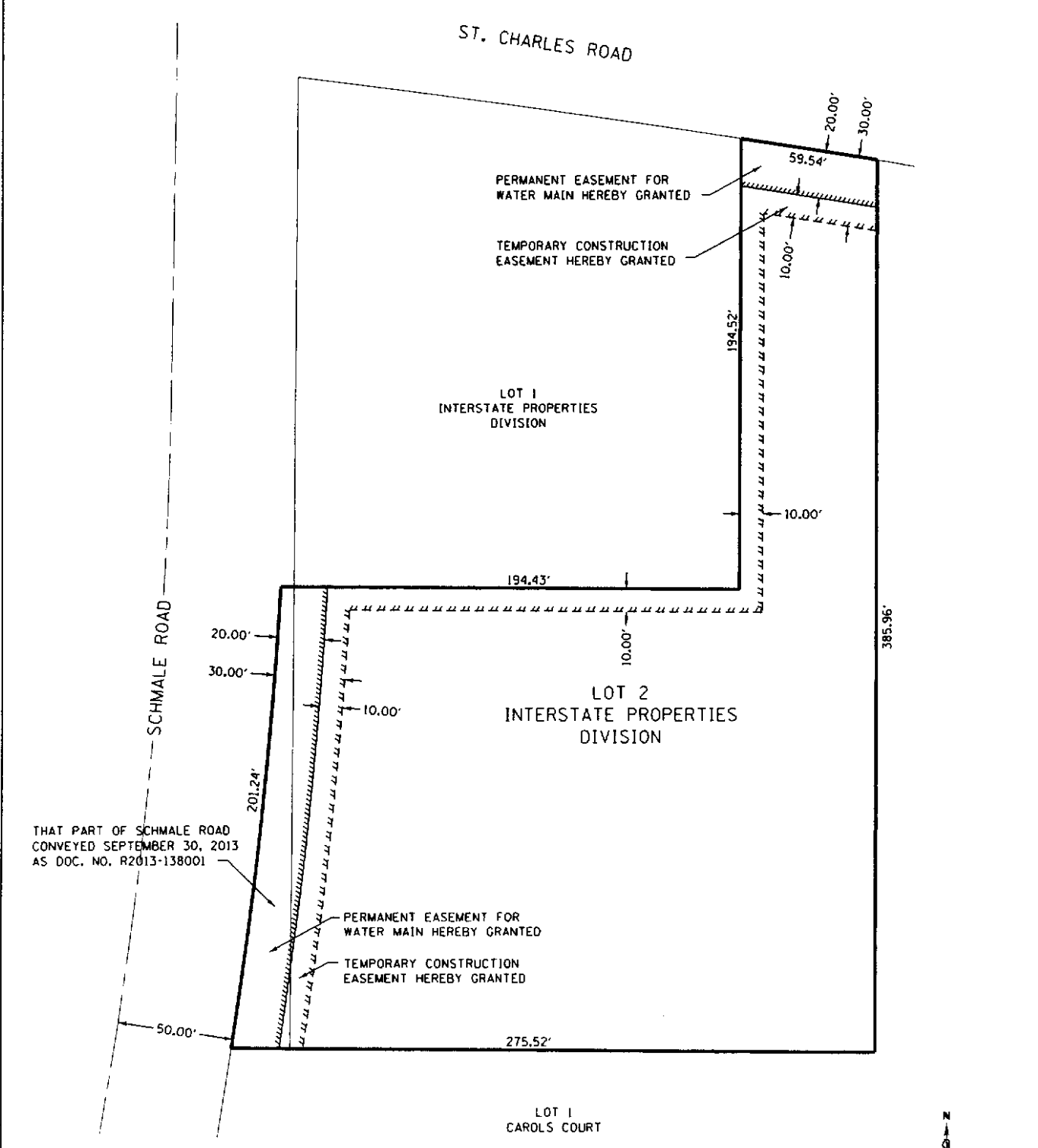
LEGAL DESCRIPTION OF EASEMENT PROPERTY

The westerly 20.00 feet and the northerly 20.00 feet (being that part along the south right of way of St. Charles Road) of Lot 2 in Interstate Properties Division of part of the Northeast quarter of Section 4, Township 39 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded May 4, 1972 as document R72-23286, and also that part of Schmale Road conveyed September 30, 2013 as document number R2013-138001, in DuPage County, Illinois.

LEGAL DESCRIPTION OF TEMPORARY EASEMENT PROPERTY

The easterly 10.00 feet of the westerly 30.00 feet and the southerly 10.00 feet of the northerly 30.00 feet (being that part along the south right of way of St. Charles) of Lot 2 in Interstate Properties Division of part of the Northeast quarter of Section 4, Township 39 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded May 4, 1972 as document R72-23286, and also that part of Schmale Road conveyed September 30, 2013 as document number R2013-138001, in DuPage County, Illinois.

EXHIBIT B



THAT PART OF SCHMALE ROAD
CONVEYED SEPTEMBER 30, 2013
AS DOC. NO. R2013-138001

N
SCALE: 1"=60'

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A GRANT OF A WATER MAIN EASEMENT
(COUNTRYSIDE ANIMAL CLINIC, 24W380 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 Countryside Animal Clinic, 24W380 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: 24W380 St. Charles Road, Carol Stream, Illinois, with a P.I.N. of 05-04-202-020.

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 6th DAY OF OCTOBER, 2014.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Prepared by and return to:

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

GRANT OF WATER MAIN EASEMENT

THIS GRANT OF WATER MAIN EASEMENT ("Grant of Easement") is made this
19 day of September, 2014, by Thomas C. Funch, Jr.
Carpenter Air Conditioning 2400380 St Charles, IL

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To Grantor: COUNTRYSIDE ANIMAL CLINIC
 240380 ST. CHARLES RD
 CAROL STREAM, IL 60188

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

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

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


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

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

Grantor:



Signature




Print Name

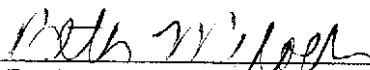
THOMAS C. FAVALE, JR

Signature

Print Name

Agreed to and accepted by the Village of Carol Stream, DuPage County, Illinois, this 6th day of October, 2014.

By: 
Frank Saverino, Sr., Mayor

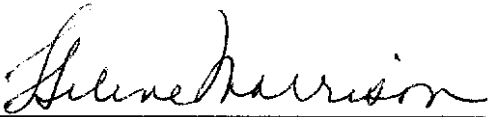
ATTEST: 
Beth Melody, Village Clerk

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that THOMAS C. FAVALE, JR, 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 19th day of SEPTEMBER, 2014.



Notary Public



Exhibit A

LEGAL DESCRIPTION OF GRANTOR PROPERTY

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

That part of Lot 4 in Milton Township Supervisor's Assessment Plat No. 4, being Lot 1 in the Northeast Quarter of Section 4, Township 39 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded April 14, 1944 as Document No. 461047 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, in DuPage County, Illinois except that part conveyed to County of DuPage per Document R97-027108.

Exhibit B

LEGAL DESCRIPTION OF EASEMENT PREMISES

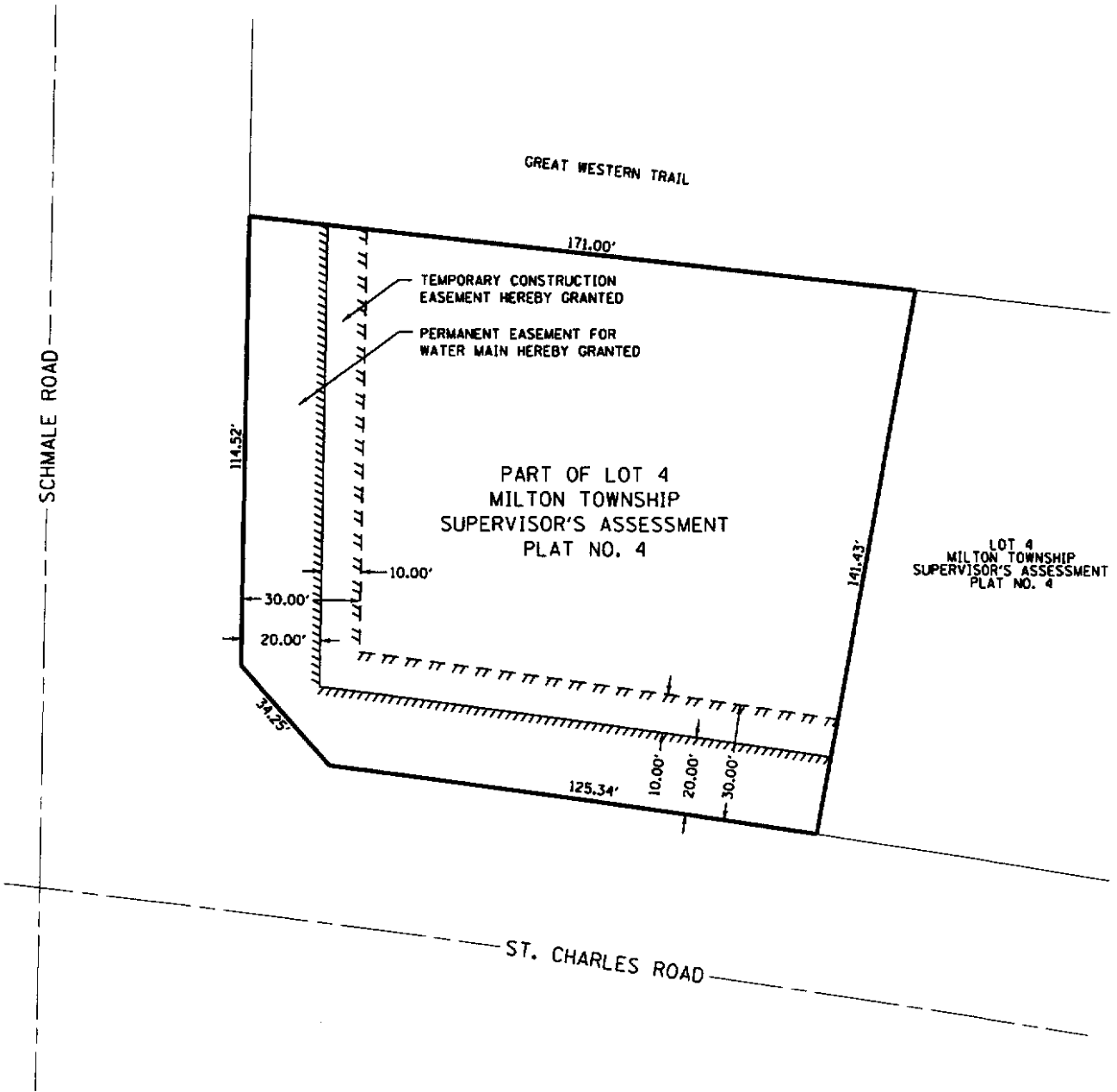
LEGAL DESCRIPTION OF EASEMENT PROPERTY

The southerly 20.00 feet and the westerly 20.00 feet of the following described parcel: That part of Lot 4 in Milton Township Supervisor's Assessment Plat No. 4, being Lot 1 in the Northeast Quarter of Section 4, Township 39 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded April 14, 1944 as Document No. 461047 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, in DuPage County, Illinois.

LEGAL DESCRIPTION OF TEMPORARY EASEMENT PROPERTY

The northerly 10.00 feet of the southerly 30.00 feet and the easterly 10.00 feet of the westerly 30.00 feet of the following described parcel: That part of Lot 4 in Milton Township Supervisor's Assessment Plat No. 4, being Lot 1 in the Northeast Quarter of Section 4, Township 39 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded April 14, 1944 as Document No. 461047 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, in DuPage County, Illinois.

EXHIBIT B



SCALE: 1"=40'

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A GRANT OF A WATER MAIN EASEMENT
(SAIGON ORIENTAL MARKET, 606-632 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 Saigon Oriental Market, 606-632 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: 606-632 St. Charles Road, Carol Stream, Illinois, with a P.I.N. of 05-04-203-003.

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 6th DAY OF OCTOBER, 2014.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Prepared by and return to:

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

GRANT OF WATER MAIN EASEMENT

THIS GRANT OF WATER MAIN EASEMENT ("Grant of Easement") is made this
18 day of September, 2014, by Susan Doan
606-632 St. CHARLES RD, CAROL STREAM 60188,

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To Grantor:

SUSAN TOAN
606-632 ST. CHARLES RD
CAROL STREAM, IL 60188

To Grantee:

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

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

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

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

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

Grantor:

Susan Doan
Signature
SUSAN DOAN
Print Name

Signature

Print Name

Agreed to and accepted by the Village of Carol Stream, DuPage County, Illinois, this 6th day of October, 2014.

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

ATTEST: Beth Melody
Beth Melody, Village Clerk

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO
HEREBY CERTIFY that SUSAN DOAN,
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 18th day of SEPTEMBER 2014.

Helene Morrison
Notary Public



Exhibit A

LEGAL DESCRIPTION OF GRANTOR PROPERTY

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

That part of Lot 1 in the northeast quarter of section 4, township 39 north, range 10, east of the third principal meridian, described as follows, to-wit: Commencing at the southeast corner of the southwest quarter of the northeast quarter of said section 4 and running thence west along the quarter section line 599 feet for a point of beginning; thence continuing west along the said quarter section line 357 feet; thence north parallel with the east line of the southwest quarter of said northeast quarter, 649.23 feet to the center of St. Charles Road, as same existed before widening; thence southeasterly along said old center line 362.27 feet; thence south parallel with the east line of the southwest quarter of the said northeast quarter, 573.53 feet to the point of beginning, in DuPage County, Illinois.

Exhibit B

LEGAL DESCRIPTION OF EASEMENT PREMISES

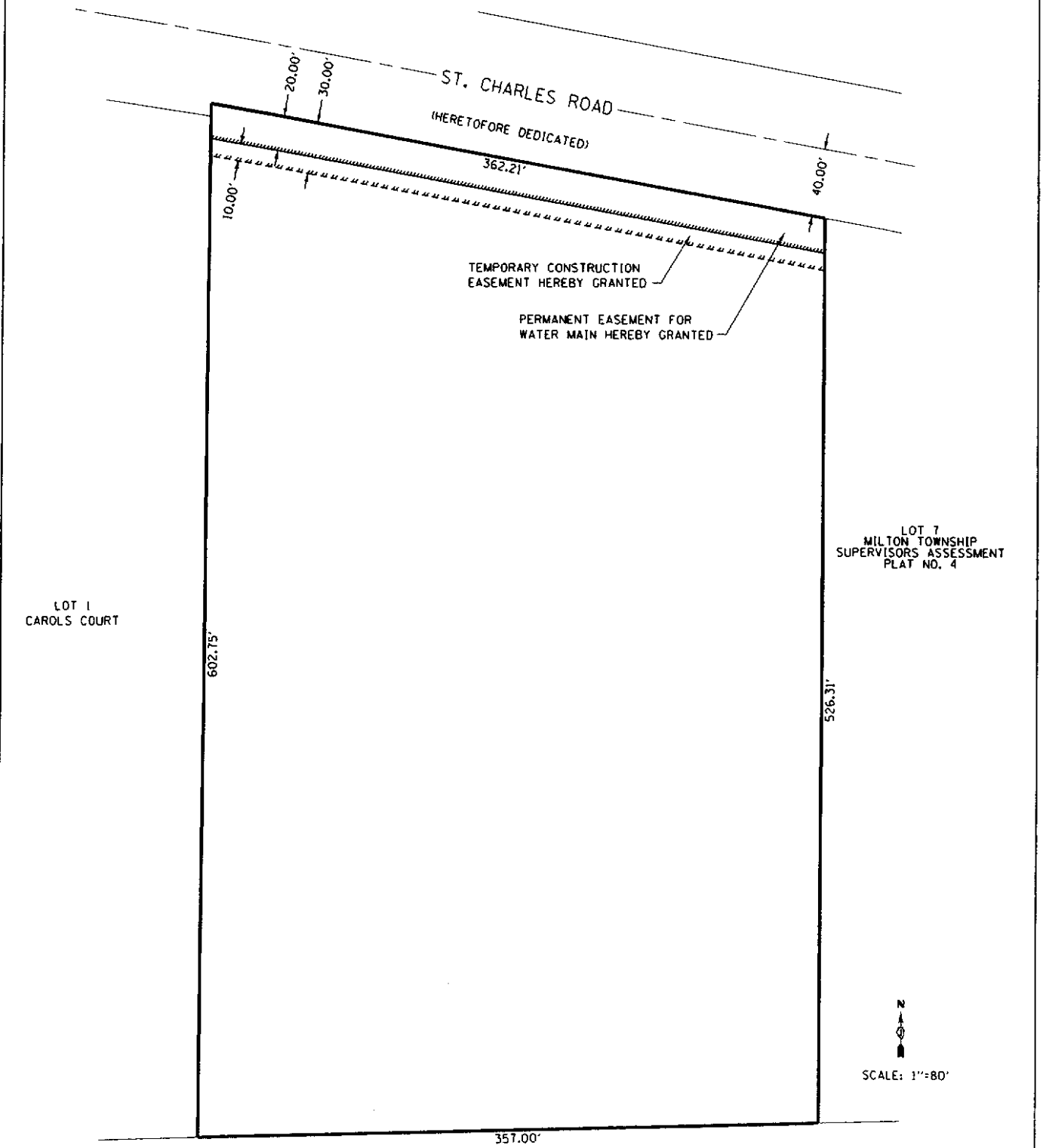
LEGAL DESCRIPTION OF EASEMENT PROPERTY

The northerly 20.00 feet of the following described parcel: That part of Lot 1 in the northeast quarter of section 4, township 39 north, range 10, east of the third principal meridian, described as follows, to-wit: Commencing at the southeast corner of the southwest quarter of the northeast quarter of said section 4 and running thence west along the quarter section line 599 feet for a point of beginning; thence continuing west along the said quarter section line 357 feet; thence north parallel with the east line of the southwest quarter of said northeast quarter, 649.23 feet to the center of St. Charles Road, as same existed before widening; thence southeasterly along said old center line 362.27 feet; thence south parallel with the east line of the southwest quarter of the said northeast quarter, 573.53 feet to the point of beginning, in DuPage County, Illinois.

LEGAL DESCRIPTION OF TEMPORARY EASEMENT PROPERTY

The southerly 10.00 feet of the northerly 30.00 feet of the following described parcel: That part of Lot 1 in the northeast quarter of section 4, township 39 north, range 10, east of the third principal meridian, described as follows, to-wit: Commencing at the southeast corner of the southwest quarter of the northeast quarter of said section 4 and running thence west along the quarter section line 599 feet for a point of beginning; thence continuing west along the said quarter section line 357 feet; thence north parallel with the east line of the southwest quarter of said northeast quarter, 649.23 feet to the center of St. Charles Road, as same existed before widening; thence southeasterly along said old center line 362.27 feet; thence south parallel with the east line of the southwest quarter of the said northeast quarter, 573.53 feet to the point of beginning, in DuPage County, Illinois.

EXHIBIT B



TH TDCS

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

**VILLAGE OF CAROL STREAM
WATER MAIN PROJECT**

**608-632 ST. CHARLES ROAD
CAROL STREAM, IL
P.I.N.: 05-04-203-003**

SHEET NO.

XX OF XX

RESOLUTION NO. _____

AGENDA ITEM

5-8 10-6-14

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

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

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

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

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

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the personal property described in Exhibit "A", now owned by the Village of Carol Stream, is no longer useful and authorize its disposal per the attached memorandum dated September 30, 2014.

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

PASSED AND APPROVED THIS 6th DAY OF October, 2014.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

EXHIBIT "A"

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: Tia Messino, Management Analyst
DATE: September 30, 2014
RE: Surplus Equipment for Sale or Scrap

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

Brother IntelliFax

2820

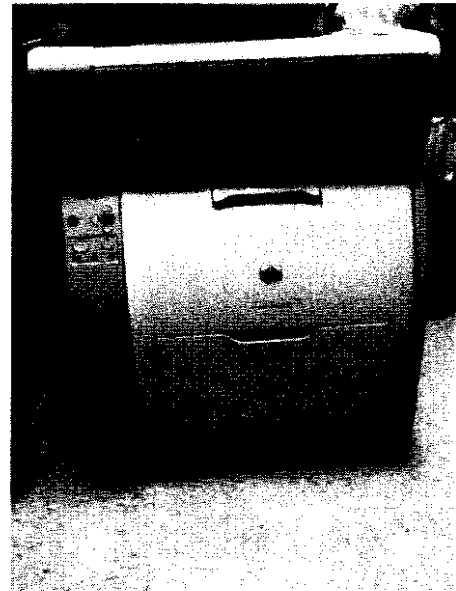
Due to improved equipment this item has reached the end of its useful service life. It no longer has value to the Village but may have value at auction.

HP Color Laser Jet Printer

3550

Due to improved equipment this item has reached the end of its useful service life. It no longer has value to the Village but may have value at auction.

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



**Village of Carol Stream
Schedule of Bills
For Village Board Approval on OCT 6, 2014**

AGENDA ITEM
L-1 10-6-14

<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					
SERV FOR 9/16 - 10/15 2014	439.83	01652800-52230	TELEPHONE	630Z57651909 9/16/14	
	<u>439.83</u>				
AAA CONCRETE RAISING COMPANY					
MUDJACKING SERVICES	3,654.00	01670500-52272	PROPERTY MAINTENANCE	2581	20150030
	<u>3,654.00</u>				
ALLIANCE CONTRACTORS INC					
ILLINI BRIDGE RPLMNT PROJ	-19,396.99	11-21119	RETAINAGE - ALLIANCE CONTR	4028-3	20150037
	193,969.92	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	4028-3	20150037
	<u>174,572.93</u>				
ALLIED ASPHALT PAVING COMPANY					
ASPHALT	82.62	01670500-52286	PAVEMENT RESTORATION	185321	
	<u>82.62</u>				
AMERICAN EXPRESS MERCHANT SERVICES					
AMEX CC FEES AUG 2014	15.41	04103100-52221	UTILITY BILL PROCESSING	INV 8573 AUG/2014	
AMEX CC FEES AUG 2014	15.41	04203100-52221	UTILITY BILL PROCESSING	INV 8573 AUG/2014	
AMEX CC FEES AUG 2014	24.46	04103100-52221	UTILITY BILL PROCESSING	INV 9693 AUG/2014	
AMEX CC FEES AUG 2014	24.46	04203100-52221	UTILITY BILL PROCESSING	INV 9693 AUG/2014	
	<u>79.74</u>				
AMERICAN LEGAL PUBLISHING CORP					
CODE OF ORDINANCES IN FOLIO	958.00	01580000-52253	CONSULTANT	96762	
	<u>958.00</u>				
AMERICAN ROAD MAINTENANCE					
2014 ASPHALT REJ PROJECT	-6,069.06	11-21344	RETAINAGE AMERICAN ROAD MAIM	14-322	20150036
	121,381.05	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	M14-322	20150036
	<u>115,311.99</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on OCT 6, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
AREA BLACK SOIL INC					
TOPSOIL 8/15/14 TICKET #37400	540.00	01670400-53317	OPERATING SUPPLIES	8743	
	<u>540.00</u>				
B & F CONSTRUCTION CODE SERVICES, INC					
PLAN REVIEW FOR 437 TOWER BLVD	392.34	01643700-52253	CONSULTANT	40114	
PLAN REVIEW FOR 550 KEHOE BLVD	3,393.79	01643700-52253	CONSULTANT	40014	
PLUMBING INSPECTIONS FOR AUGUST 2014	1,688.80	01643700-52253	CONSULTANT	40057	
	<u>5,474.93</u>				
BASIC IRRIGATION SERVICES INC					
REPLACED CAPACITOR AERATOR	373.00	01670600-52244	MAINTENANCE & REPAIR	19614	
	<u>373.00</u>				
BAXTER & WOODMAN INC					
ENGR SRV'S AERATION IMPV PHII THRU 9/20/14	5,842.09	04101100-54480	CONSTRUCTION	0176236	20150031
	<u>5,842.09</u>				
BEDROCK EARTHSCAPES LLC					
POND SHORELINE/WETLAND MTC	6,697.00	01620100-52272	PROPERTY MAINTENANCE	100	20150010
	<u>6,697.00</u>				
BRIAN CLUEVER					
PER DIEM 2014 IACP HIGHWAY SAFETY AWARDS	252.00	01662300-52223	TRAINING	2014 IACP	
PER DIEM CONFERENCE 9/15-18 2014	168.00	01662300-52223	TRAINING	ILAAP CONF 9/15-18	
	<u>420.00</u>				
BRIAN COOPER					
PER DIEM 2014 IACP HIGHWAY SAFETY AWARDS	252.00	01662300-52223	TRAINING	2014 IACP	
CONFERENCE PER DIEM 9/15-18 2014	168.00	01662300-52223	TRAINING	ILAAP CONF 9/15-18	
	<u>420.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on OCT 6, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
BRIAN PLACKETT					
PER DIEM 2014 IACP HIGHWAY SAFETY AWARDS	252.00	01662300-52223	TRAINING	2014 IACP	
PER DIEM CONFERENCE 9/15-18 2014	168.00	01662300-52223	TRAINING	ILAAP CONF 9/15/14	
	420.00				
C S FIRE PROTECTION DISTRICT					
PERMITS AUGUST 2014	560.00	01-24416	DEPOSIT-FIRE DISTRICT PERMIT	PERMITS AUG/2014	
PERMITS SEPT/2014	320.00	01-24416	DEPOSIT-FIRE DISTRICT PERMIT	PERMITS SEPT/14	
	880.00				
C S PARK DISTRICT					
DEVELOPER DONATIONS SEPT/2014	8,115.00	01-24403	DEPOSIT-PARK DIST DEV CONTRB	DEV DON SEPT/14	
	8,115.00				
C S PUBLIC LIBRARY					
DEVELOPER DONATIONS SEPT/2014	641.77	01-24401	DEPOSIT-LIBRARY DEVEL CONTRB	DEV DON SEPT/2014	
	641.77				
CARYL REBHOLZ					
FOOD FOR FITNESS CHALLENGE LUNCHEON	152.85	01600000-52340	WELLNESS PROGRAM	FITNESS CHL REIMB	
	152.85				
CHICAGO COMMUNICATIONS LLC					
RADIO FOR NEW TRAFFIC DURANGO	1,332.07	01662700-52244	MAINTENANCE & REPAIR	264027	
	1,332.07				
COMCAST CABLE					
CHARGES FOR OCT/2014	82.90	01652800-52234	DUES & SUBSCRIPTIONS	0010112 09/20/14	
SERV FOR 09/26 - 10/25 2014	4.23	01652800-52234	DUES & SUBSCRIPTIONS	0113254 9/19/14	
	87.13				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on OCT 6, 2014**

<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 FRM 08/11- 09/08 2014	15.10	01670300-53213	STREET LIGHT ELECTRICITY	1083101009 09/09/14	
SERV FRM 08/11- 09/08 2014	29.97	01670600-53210	ELECTRICITY	6827721000 9/10/14	
SERV FRM 08/19 - 09/17 2014	243.05	01670300-53213	STREET LIGHT ELECTRICITY	6213120002 09/17/14	
SERV FRM 08/19 - 09/17 2014	38.59	04201600-53210	ELECTRICITY	2514004009 9/19/14	
SERV FRM 08/19 - 09/17 2014	385.79	04101500-53210	ELECTRICITY	2496057000 9/17/14	
SERV FRM 08/19 - 09/17 2014	763.93	04201600-53210	ELECTRICITY	0300009027 09/18/14	
SERV FRM 08/19 - 09/19 2014	36.66	01662300-52298	ATLE SERVICE FEE	4202129060 9/24/14	
SERV FRM 08/20 - 09/17 2014	85.79	01670600-53210	ELECTRICITY	1865134015 09/19/14	
SERV FRM 08/20 - 09/17 2014	117.56	01670600-53210	ELECTRICITY	0803155026 09/19/14	
SERV FRM 08/20 - 09/18 2014	23.94	01670300-53213	STREET LIGHT ELECTRICITY	1603109101 9/19/14	
SERV FRM 08/20 -09/17 2014	179.74	01670600-53210	ELECTRICITY	6337409002 09/19/14	
SERV FRM 08/20- 09/19 2014	945.07	01670300-53213	STREET LIGHT ELECTRICITY	5853045025 9/20/14	
SERV FRM 08/21 - 09/17 2014	74.17	01670600-53210	ELECTRICITY	3153036011 09/19/14	
SERV FRM 08/21 - 09/17 2014	17.55	01670600-53210	ELECTRICITY	4483019016 09/19/14	
SERV FRM 08/21 - 09/17 2014	68.78	01670300-53213	STREET LIGHT ELECTRICITY	0030086009 09/19/14	
SERV FRM 08/21 - 09/17 2014	101.33	01670300-53213	STREET LIGHT ELECTRICITY	6675448009 9/19/14	
SERV FRM 08/26 - 09/25 2014	180.28	01670300-53213	STREET LIGHT ELECTRICITY	0815164035 09/26/14	
SERV FRM 8/20 - 9/17 2014	70.23	01670300-53213	STREET LIGHT ELECTRICITY	0975048036 09-18-14	
SERV FRM 8/21 - 9/17 2014	45.94	01670300-53213	STREET LIGHT ELECTRICITY	6597112015 9/18/14	
SERV FRM 8/21 - 9/17 2014	49.83	01670300-53213	STREET LIGHT ELECTRICITY	1353117013 09-18-14	
SERV FRM 8/21 - 9/18 2014	44.64	04101500-53210	ELECTRICITY	2073133107 9/22/14	
SERV FRM 8/22- 9/18 2014	59.07	04101500-53210	ELECTRICITY	0291093117 09/22/14	
SERV FRM 8/23 9/19 2014	174.77	01670600-53210	ELECTRICITY	5838596003 09/23/14	
SERV FRM 8/19 - 9/18 2014	19.35	01670300-53213	STREET LIGHT ELECTRICITY	1043062112 9/19/14	
SERV FRM 8/19 - 9/18 2014	113.48	01670300-53213	STREET LIGHT ELECTRICITY	0822115042 09/18/14	
SERV FRM 8/25- 9/22 2014	115.68	01670600-53210	ELECTRICITY	2127117053 09/24/14	
PLAN REVIEW FOR SCHMALE RD WTR MAIN PRO	1,500.00	04201600-54480	CONSTRUCTION	SCHMALE RD WTR	
	5,500.29				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on OCT 6, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
COMMUNITY CONSOLIDATED SCHOOL #93					
DONATIONS - SEPT/2014	1,770.00	01-24411	DEPOSIT SCHOOL D93 CASH	DONATIONS SEPT/14	
	<u>1,770.00</u>				
CONSTELLATION NEW ENERGY					
SERV FRM 08/11- 09/07 2014	372.53	04101500-53210	ELECTRICITY	00173602680001 9/14	
SERV FRM 08/19-09/16 2014	2,112.05	04201600-53210	ELECTRICITY	00176174970001 11/18	
SERV FRM 08/20 - 09/16 2014	1,904.05	04201600-53210	ELECTRICITY	00176519050001 09/19	
	<u>4,388.63</u>				
COSTCO WHOLESALE					
VENDING MACHINE PRODUCTS AUG/2014	217.89	01590000-53380	VENDING MACHINE SUPPLIES	INV#0459	
	<u>217.89</u>				
CRYSTAL MGMT & MAINTENANCE SRV'S CORP					
CLEANING SRV'S FOR OCTOBER 2014	860.00	01670100-52276	JANITORIAL SERVICES	22373	
CLEANING SRV'S FOR OCTOBER 2014	1,385.00	01680000-52276	JANITORIAL SERVICES	22373	
	<u>2,245.00</u>				
DAHME MECHANICAL INDUSTRIES					
	-14,000.00	04-21243	RETAINAGE DAHME	20140278	20150029
WRC AERATION SYSTM IMPV PHII REQ#3	140,000.00	04101100-54480	CONSTRUCTION	20140278	20150029
	<u>126,000.00</u>				
DANIEL STAFEIJ					
PER DIEM 2014 IACP HIGHWAY SAFETY AWARDS	252.00	01662300-52223	TRAINING	2014 IACP	
REIMBURSEMENT FOR CPS RENEWAL FEE	50.00	01662300-52223	TRAINING	CPS RNWL 2014	
PER DIEM CONFERENCE 9/15-18 2014	168.00	01662300-52223	TRAINING	ILAAP CONF 9/15-18	
	<u>470.00</u>				
DAVID G BAKER					
VLG BOARD MTG TELECASE SRV'S 09/15/14	131.25	01590000-52253	CONSULTANT	091514	
	<u>131.25</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on OCT 6, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
DOCUMENT IMAGTING DIMENSIONS, INC					
MICR TONER FINANCE	249.00	01652800-52226	OFFICE EQUIPMENT MAINTENAN	244263	
	<u>249.00</u>				
DU COMM					
QUARTERLY SHARE 4/1/14 THRU 01/01/15	161,970.75	01662700-52245	GENERAL COMMUNICATIONS	15316	
	<u>161,970.75</u>				
DUPAGE COUNTY COLLECTOR					
CS TIF 2 GEV CRX 2011 PTAB DECISION 05-04-304	30,370.54	21000000-41101	GENERAL PROPERTY TAXES	2013 LEVY	
	<u>30,370.54</u>				
DUPAGE COUNTY RECORDER					
RECORDING FEES - EASEMENTS	121.00	01580000-52233	RECORDING FEES	201409160147	
WEED LEINS 1117 EVERGREEN, 342 SHELBURNE	25.00	01580000-52233	RECORDING FEES	201408070125	
	<u>146.00</u>				
DUPAGE WATER COMMISSION					
MTC/OPR FOR AUGUST 2014	466,481.84	04201600-52283	DUPAGE CTY WATER COMMISSION	10587	
	<u>466,481.84</u>				
GAS DEPOT					
UNLEADED FUEL	23,252.08	01696200-53356	GAS PURCHASED	8186	
	<u>23,252.08</u>				
GLENBARD NORTH HIGH #87					
DONATIONS SEPT/2014	480.00	01-24408	DEPOSIT SCHOOL 87 CASH	DONATIONS SEPT/14	
	<u>480.00</u>				
GOVTEMPSUSA LLC					
PROP MTC INSP/ADM 9/14/14	560.00	01642100-52253	CONSULTANT	1592615	
PROP MTC INSP/ADM 9/14/14	1,344.00	01590000-52253	CONSULTANT	1592615	
	<u>1,904.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on OCT 6, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
HILARY MABBITT					
CPS RECERTIFICATION NAT'L SAFEKIDS	50.00	01662700-52223	TRAINING	REIMB CPS CLS	
	<u>50.00</u>				
HOVING CLEAN SWEEP LLC					
FY15 STREET SWEEPING 9/2-9/8 2014	8,560.72	01670600-52272	PROPERTY MAINTENANCE	8683	20150027
	<u>8,560.72</u>				
ILLINOIS DEPT OF AGRICULTURE					
PORTABLE SCALE CERTIFICATION	800.00	01662300-53350	SMALL EQUIPMENT EXPENSE	5C000300	
	<u>800.00</u>				
JAMESON LANDSCAPING SERVICES INC					
LANDSCAPE MTC FOR SEPT/2014 SERVICES	14,650.00	01670400-52272	PROPERTY MAINTENANCE	5294	20150018
	<u>14,650.00</u>				
JOHN L FIOTI					
LOCAL TOWS/ATLE LEGAL FEES 9/10/14	225.00	01570000-52238	LEGAL FEES	C.S. 68	
LOCAL TOWS/ATLE LEGAL FEES 9/10/14	225.00	01662300-52310	ATLE LEGAL ADJUDICATION	C.S. 68	
	<u>450.00</u>				
JP MORGAN CHASE BANK, NA					
CHASE ACCT ANALYSIS FEE AUG 2014	208.75	04103100-52221	UTILITY BILL PROCESSING	INV#1901 AUG/14	
CHASE ACCT ANALYSIS FEE AUG 2014	208.75	04203100-52221	UTILITY BILL PROCESSING	INV#1901 AUG/14	
	<u>417.50</u>				
KAKNES LANDSCAPE SUPPLY, INC					
WATER BAGS FOR FALL PLANTING	1,000.00	01670700-52268	TREE MAINTENANCE	132661	
WATER BAGS FOR FALL PLANTING	5,300.00	01670700-52281	EAB REMOVAL/REPLACEMENT	132661	
	<u>6,300.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on OCT 6, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
KLEIN, THORPE & JENKINS, LTD					
LEGAL SRV'S - AUGUST 2014	184.50	04200100-52238	LEGAL FEES	171662 9/16/14	
LEGAL SRV'S - AUGUST 2014	717.50	04100100-52238	LEGAL FEES	171662 9/16/14	
LEGAL SRV'S - AUGUST 2014	1,209.50	22490000-52238	LEGAL FEES	171662 9/16/14	
LEGAL SRV'S - AUGUST 2014	1,499.50	01510000-52238	LEGAL FEES	171662 9/16/14	
LEGAL SRV'S - AUGUST 2014	13,522.73	01570000-52238	LEGAL FEES	171662 9/16/14	
	17,133.73				
LAUREEN A ROSE LCSW					
CLINICAL CONSULT FOR M THOMAS 9/26/14	200.00	01662500-52223	TRAINING	CLINICAL 9/26/14	
	200.00				
MORRISON ASSOCIATES, LTD					
PUBLILC WORKS LEADERSHIP TEAM	4,000.00	01670100-52223	TRAINING	2014-00027	
	4,000.00				
MORTON SALT INC					
SALT PURCHASES	12,340.38	01670200-53335	SALT	5400548463	20150038
SALT PURCHASES THRU DUPAGE CO	17,073.25	01670200-53335	SALT	5400540487	20150038
SALT PURCHASES THRU DUPAGE COUNTY	4,879.38	01670200-53335	SALT	5400539430	20150038
	34,293.01				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on OCT 6, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
NICOR					
SERV FOR 08/27 - 9/25 2014	23.11	04101500-53230	NATURAL GAS	14309470202 9/25/14	
SERV FRM 07/09 - 08/08 2014	31.69	01680000-53230	NATURAL GAS	2476301000 08/11/14	
SERV FRM 07/22 - 08/20 2014	26.53	01680000-53230	NATURAL GAS	4721121000 09/08/14	
SERV FRM 08/07 - 09/08 2014	23.11	04201600-53230	NATURAL GAS	13811210007 09/14	
SERV FRM 08/07 - 09/08 20174	817.29	01680000-53230	NATURAL GAS	9502121000 09/09/14	
SERV FRM 08/07 - 09/08 2014	129.52	01680000-53230	NATURAL GAS	1771121000 09/09/14	
SERV FRM 08/08-09/08 2014	28.80	01680000-53230	NATURAL GAS	2476301000 09/09/14	
SERV FRM 08/20 - 09/17 2014 850 VALE RD	49.15	01680000-53230	NATURAL GAS	73931696790 09/19/14	
SERV FRM 08/20 - 09/19 2014	30.50	01680000-53230	NATURAL GAS	4721121000 09/22/14	
SERV FOR 08/11 - 09-09 2014	79.60	04101500-53230	NATURAL GAS	86606011178 09/09/14	
	1,239.30				
OMI					
CAPEX MAY-JUNE 2014	18,505.20	04101100-52262	WRC CONTRACT	59837	
	18,505.20				
REFUNDS MISC					
REIMBURSEMENT FOR 6 SIDEWALK SQUARES	250.00	01670500-53317	OPERATING SUPPLIES	915 DEARBORN	
REIMBURSEMENT RELATED SANITARY SEWER SR	345.00	04101500-52244	MAINTENANCE & REPAIR	SANITARY SWR LINE	
	595.00				
RELY MAINTENANCE INC					
CRACKFILLING/SEALCOATING VLG HL, POLICE PRI	16,021.00	01680000-52244	MAINTENANCE & REPAIR	5133	
	16,021.00				
RUSSELL FRY					
MILEAGE/LUNCHES TRAINING 8/25-8/29 2014	346.59	01662400-52223	TRAINING	PER DIEM 8/25-8/29	
	346.59				
SIKICH LLP					
AUGUST 2014 AUDIT	4,000.00	01520000-52237	AUDIT FEES	196799	
	4,000.00				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on OCT 6, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
STRAND & ASSOCIATES					
DESIGN & BIDDING SERVICES FOR I&I REHAB PRC	4,788.03	04101500-52244	MAINTENANCE & REPAIR	0106480	
	<u>4,788.03</u>				
SUBURBAN LEAP					
TINA JAGGERS MEMBERSHIP APPL FEE 2014	15.00	01660100-52234	DUES & SUBSCRIPTIONS	2014 MEMBERHIP	
	<u>15.00</u>				
THEODORE POLYGRAPH SERVICE					
POLYGRAPH FOR POLICE OFFICER CANDIDATE	135.00	01510000-52228	PERSONNEL HIRING	4484	
POLYGRAPH FOR POLICE OFFICER CANDIDATE ST,	135.00	01510000-52228	PERSONNEL HIRING	4471	
	<u>270.00</u>				
THIRD MILLENIUM ASSOCIATES INCORPORATED					
VEHICLE STICKER REMINDER NOTICES	3,000.00	01612900-53315	PRINTED MATERIALS	17341	
	<u>3,000.00</u>				
THOMAS MILLER					
PER DIEM 2014 IACP HIGHWAY SAFETY AWARDS	252.00	01662300-52223	TRAINING	2014 IACP	
	<u>252.00</u>				
TIMOTHY W. SHARPE					
SRV'S RENDERED AUGUST/SEPT FOR MAY POL PE	2,100.00	01610100-52254	ACTUARIAL	AUG/SEPT	
	<u>2,100.00</u>				
TRANSYSTEMS CORPORATION					
PHASE II WEST BRANCH DPG RIVER	9,923.05	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	2691219-5	20150028
	<u>9,923.05</u>				
TRI R SYSTEMS INC					
REPAIR TROUBLE SHOOT TRNSFR SWITCH AT EAS	375.00	04201600-52244	MAINTENANCE & REPAIR	3921	
	<u>375.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on OCT 6, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
TYCO INTEGRATED SECURITY LLC					
SRV FRM 10/01 - 12/31 CS TOWN CTR	36.00	01590000-52230	TELEPHONE	22705767	
SRV FRM 10/01 - 12/31 HISTORIC FRM HOUSE	36.00	01590000-52230	TELEPHONE	22705966	
	72.00				
U S POSTMASTER					
VEHICLE STICKER 2ND NOTICE POSTAGE	1,002.41	01610100-52229	POSTAGE	INV 1529 SEPT/14VS	
	1,002.41				
VERIZON WIRELESS					
SERV FRM AUG 14 THRU SEPT 13 2014	20.21	01643700-52230	TELEPHONE	9732048076 9/13/14	
SERV FRM AUG 14 THRU SEPT 13 2014	20.21	01662500-52230	TELEPHONE	9732048076 9/13/14	
SERV FRM AUG 14 THRU SEPT 13 2014	38.19	01642100-52230	TELEPHONE	9732048076 9/13/14	
SERV FRM AUG 14 THRU SEPT 13 2014	60.00	01610100-52230	TELEPHONE	9732048076 9/13/14	
SERV FRM AUG 14 THRU SEPT 13 2014	60.00	01690100-52230	TELEPHONE	9732048076 9/13/14	
SERV FRM AUG 14 THRU SEPT 13 2014	100.20	01680000-52230	TELEPHONE	9732048076 9/13/14	
SERV FRM AUG 14 THRU SEPT 13 2014	100.42	04101500-52230	TELEPHONE	9732048076 9/13/14	
SERV FRM AUG 14 THRU SEPT 13 2014	111.51	01600000-52230	TELEPHONE	9732048076 9/13/14	
SERV FRM AUG 14 THRU SEPT 13 2014	120.63	04201600-52230	TELEPHONE	9732048076 9/13/14	
SERV FRM AUG 14 THRU SEPT 13 2014	136.02	04200100-52230	TELEPHONE	9732048076 9/13/14	
SERV FRM AUG 14 THRU SEPT 13 2014	181.20	01590000-52230	TELEPHONE	9732048076 9/13/14	
SERV FRM AUG 14 THRU SEPT 13 2014	209.43	01652800-52230	TELEPHONE	9732048076 9/13/14	
SERV FRM AUG 14 THRU SEPT 13 2014	219.57	01620100-52230	TELEPHONE	9732048076 9/13/14	
SERV FRM AUG 14 THRU SEPT 13 2014	302.38	01662300-52230	TELEPHONE	9732048076 9/13/14	
SERV FRM AUG 14 THRU SEPT 13 2014	392.04	01664700-52230	TELEPHONE	9732048076 9/13/14	
SERV FRM AUG 14 THRU SEPT 13 2014	394.00	01670100-52230	TELEPHONE	9732048076 9/13/14	
SERV FRM AUG 14 THRU SEPT 13 2014	475.89	01662400-52230	TELEPHONE	9732048076 9/13/14	
SERV FRM AUG 14 THRU SEPT 13 2014	537.83	01660100-52230	TELEPHONE	9732048076 9/13/14	
SERV FRM AUG 14 THRU SEPT 13 2014	1,168.77	01662700-52230	TELEPHONE	9732048076 9/13/14	
	4,648.50				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on OCT 6, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
VILLAGE OF CAROL STREAM					
SERV FRM 08/03 - 09/06 2014	74.13	01680000-53220	WATER	864945/20878	
SERV FRM 08/12 - 09/03 2014	2,345.39	01680000-53220	WATER	864944/20877	
SERV FRM 8/11 - 9/06 2014	319.42	01680000-53220	WATER	864943/20876	
USAGE FOR 8/03 - 9/05 2014	11.67	01670100-53220	WATER	864941/20874	
USAGE FOR 8/03 - 9/05 2014	54.35	01670100-53220	WATER	864942/20875	
USAGE FOR 8/03 - 9/06 2014	3.20	04101500-53220	WATER	864939/20871	
USAGE FRM 8/03 - 9/06 2014	44.49	04101500-53220	WATER	864940/20872	
	2,852.65				
WESTMORE SUPPLY CO					
CONCRETE	498.50	01670500-53317	OPERATING SUPPLIES	R 83123	
CONCRETE	575.00	01670500-53317	OPERATING SUPPLIES	R 83128	
	1,073.50				
WHEATON BANK AND TRUST					
WHEATON BANK FEES AUG/2014	263.19	04103100-52256	BANKING SERVICES	7509063 09/16/14	
WHEATON BANK FEES AUG/2014	263.19	04203100-52256	BANKING SERVICES	7509063 09/16/14	
WHEATON BANK FEES AUG/2014	547.02	01610100-52256	BANKING SERVICES	7509063 09/16/14	
	1,073.40				
GRAND TOTAL	\$1,311,079.81				

The preceding list of bills payable totaling \$1,311,079.81 was reviewed and approved for payment.

Approved by:



Joseph Breinig - Village Manager

Date: 10/3/14

Authorized by:

Frank Saverino Sr - Mayor

Beth Melody - Village Clerk

Date: _____

AGENDA ITEM

L-2 10-6-14

**ADDENDUM WARRANTS
Sept 16, 2014 thru Oct 6, 2014**

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll Sept 1, 2014 thru Sept 14, 2014	493,701.28
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll Sept 1, 2014 thru Sept 14, 2014	32,863.89
General	A C H	Wheaton Bank & Trust	Payroll Sept 15, 2014 thru Sept 28, 2014	491,318.37
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll Sept 15, 2014 thru Sept 28, 2014	46,508.80
				<u><u>1,064,392.34</u></u>

Approved this _____ day of _____, 2014

By: _____
Frank Saverino Sr- Mayor

Beth Melody - Village Clerk

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

AGENDA ITEM
M-4 10-6-14

MONTH

YTD

BUDGET

REVENUES

	MONTH		Monthly Variance		YTD		YTD Variance		Annual Budget		YTD Budget		YTD Actual		Variance	
	Last Year Aug	Current Year Aug	\$	%	Last Year YTD	Current Year YTD	\$	%	Budget	Budget	Actual	\$	%			
Sales Tax	\$ 539,240	\$ 567,031	27,791	5%	\$ 1,955,475	\$ 2,061,796	106,321	5%	\$ 6,512,000	\$ 2,059,081	\$ 2,061,796	2,715	0%			
Home Rule Sales Tax	322,456	346,657	24,201	8%	1,155,434	1,251,069	95,635	8%	3,843,000	1,215,149	1,251,069	35,920	3%			
State Income Tax	219,042	215,842	(3,201)	-1%	1,479,346	1,409,610	(69,736)	-5%	3,760,000	1,379,566	1,409,610	30,044	2%			
Utility Tax - Electricity	185,659	178,227	(7,432)	-4%	618,226	621,124	2,898	0%	1,850,000	615,323	621,124	5,801	1%			
Telecommunications Tax	124,496	101,643	(22,854)	-18%	496,189	441,277	(54,912)	-11%	1,425,000	506,189	441,277	(64,913)	-13%			
Fines (Court, Ord., ATLE, Towing)	128,000	100,452	(27,547)	-22%	543,514	502,312	(41,202)	-8%	1,745,000	567,683	502,312	(65,371)	-12%			
Natural Gas Use Tax	15,207	14,389	(818)	-5%	149,132	129,483	(19,649)	-13%	585,000	116,635	129,483	12,848	11%			
Other Taxes (Use, Hotel, PPRT Real Estate, Road & Bridge)	117,555	144,814	27,259	23%	614,306	770,904	156,599	25%	2,007,400	753,193	770,904	17,711	2%			
Licenses (Vehicle, Liquor, etc.)	13,597	21,309	7,712	57%	403,430	409,600	6,170	2%	591,800	400,113	409,600	9,487	2%			
Cable Franchise Fees	-	-	-	0%	143,249	152,431	9,182	6%	606,000	202,000	152,431	(49,569)	-25%			
Building Permits	36,696	40,187	3,490	10%	227,032	231,572	4,540	2%	620,300	252,100	231,572	(20,528)	-8%			
Fees for Services	68,624	44,402	(24,222)	-35%	261,266	233,765	(27,502)	-11%	591,000	228,933	233,765	4,831	2%			
Interest Income	2,744	3,405	662	24%	9,973	10,786	812	8%	40,000	13,333	10,786	(2,548)	-19%			
All Other / Miscellaneous	81,125	43,335	(37,790)	-47%	262,928	188,818	(74,109)	-28%	848,500	285,000	188,818	(96,182)	-34%			
Revenue Totals	1,854,440	1,821,693	(32,748)	-2%	8,319,500	8,414,546	95,046	1%	25,025,000	8,594,300	8,414,546	(179,754)	-2%			

EXPENDITURES

Fire & Police Commission	1,343	870	(473)	-35%	22,664	7,520	(15,144)	-67%	27,011	9,004	7,520	(1,484)	-16%
Legislative Board	3,796	24,864	21,068	555%	63,477	83,194	19,717	31%	113,865	60,212	83,194	22,982	38%
Plan Commission & ZBA	389	381	(8)	-2%	1,705	1,925	220	13%	5,823	1,944	1,925	(19)	-1%
Legal Services	26,253	11,452	(14,801)	-56%	90,213	89,715	(498)	-1%	273,000	91,000	89,715	(1,285)	-1%
Village Clerk	2,394	2,791	397	17%	10,105	12,397	2,292	23%	37,459	12,828	12,397	(430)	-3%
Administration	36,403	109,165	72,763	200%	170,127	345,217	175,090	103%	1,022,644	367,790	345,217	(22,572)	-6%
Employee Relations	16,373	20,409	4,037	25%	74,540	83,187	8,647	12%	279,594	96,058	83,187	(12,871)	-13%
Financial Management	66,402	59,096	(7,307)	-11%	334,125	315,568	(18,558)	-6%	850,300	314,281	315,568	1,286	0%
Engineering Services	81,873	99,220	17,348	21%	307,462	378,690	71,228	23%	1,047,288	359,494	378,690	19,195	5%
Community Development	74,450	73,355	(1,095)	-1%	281,337	313,876	32,539	12%	1,031,146	353,258	313,876	(39,382)	-11%
Information Services	98,330	25,328	(73,002)	-74%	323,258	190,790	(132,468)	-41%	536,224	182,094	190,790	8,697	5%
Police	1,042,909	1,299,362	256,453	25%	4,441,318	4,674,874	233,556	5%	13,528,295	4,764,860	4,674,874	(89,986)	-2%
Public Works	311,668	313,964	2,295	1%	1,166,839	1,134,455	(32,384)	-3%	3,800,327	1,252,831	1,134,455	(118,376)	-9%
Municipal Building	31,473	51,286	19,813	63%	121,770	148,582	26,811	22%	665,604	141,262	148,582	7,319	5%
Municipal Garage	6,293	29,808	23,515	374%	47,936	44,407	(3,528)	-7%	-	-	44,407	44,407	100%
Transfers and Agreements	4	-	(4)	-100%	148,284	169,196	20,912	14%	1,755,000	88,333	169,196	80,863	92%
Town Center	10,945	31,180	20,235	185%	34,545	45,107	10,562	31%	51,420	51,170	45,107	(6,063)	-12%
Expenditure Totals	1,811,297	2,152,531	341,234	19%	7,639,705	8,038,699	398,994	5%	25,025,000	8,146,418	8,038,699	(107,719)	-1%
Net Increase / (Decrease)	43,143	(330,838)	(373,982)		679,795	375,847	(303,948)		-	447,882	375,847	(72,035)	

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

	MONTH				YTD				BUDGET				
	Last Year Aug	Current Year Aug	Monthly Variance \$ %		Last Year YTD	Current Year YTD	YTD Variance \$ %		Annual Budget	YTD Budget	YTD Actual	Variance \$ %	
REVENUES													
Water Billings	\$ 636,209	\$ 560,333	(75,876)	-12%	\$ 2,151,551	\$ 2,183,657	32,106	1%	\$ 6,650,000	\$ 2,356,188	\$ 2,183,657	(172,531)	-7%
Sewer Billings	283,402	200,730	(82,672)	-29%	903,423	783,938	(119,485)	-13%	2,315,000	863,537	783,938	(79,600)	-9%
Penalties/Admin Fees	16,164	15,913	(250)	-2%	61,545	54,866	(6,679)	-11%	175,000	58,333	54,866	(3,467)	-6%
Connection/Expansion Fees	3,410	17,800	14,390	422%	55,882	97,768	41,886	75%	91,000	30,333	97,768	67,435	222%
Interest Income	4,443	4,609	166	4%	16,672	17,556	884	5%	50,000	16,667	17,556	890	5%
Rental Income	14,117	41,427	27,310	193%	51,924	89,092	37,169	72%	200,000	66,667	89,092	22,426	34%
All Other / Miscellaneous	2,772	808	(1,965)	-71%	80,082	81,687	1,606	2%	93,000	10,667	81,687	71,021	666%
Revenue Totals	960,517	841,620	(118,897)	-12%	3,321,080	3,308,565	(12,514)	0%	9,574,000	3,402,392	3,308,565	(93,827)	-3%
EXPENDITURES													
Salaries & Benefits	94,098	94,451	353	0%	386,572	391,683	5,111	1%	1,244,536	430,801	391,683	(39,118)	-9%
Purchase of Water	374,834	434,456	59,622	16%	1,463,892	1,644,753	180,861	12%	5,290,000	1,607,298	1,644,753	37,455	2%
WRC Operating Contract	67,032	265,374	198,343	296%	625,171	635,131	9,960	2%	1,736,807	578,936	635,131	56,195	10%
Maintenance & Operating	168,483	159,647	(8,836)	-5%	409,685	380,430	(29,255)	-7%	1,525,311	508,437	380,430	(128,007)	-25%
IEPA Loan P&I	-	-	-	0%	-	-	-	0%	428,650	-	-	-	0%
DWC Loan P&I	61,795	-	(61,795)	-100%	61,795	-	(61,795)	-100%	60,815	60,815	-	(60,815)	-100%
Capital Outlay	-	395,525	395,525	100%	172,589	533,706	361,116	209%	5,629,000	1,500,000	533,706	(966,294)	-64%
Expenditure Totals	766,242	1,349,454	583,212	76%	3,119,704	3,585,702	465,998	15%	15,915,119	4,686,287	3,585,702	(1,100,585)	-23%
Net Increase / (Decrease)	194,275	(507,834)	(702,109)		201,375	(277,137)	(478,512)		(6,341,119)	(1,283,894)	(277,137)	1,006,758	

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

	MONTH				YTD				BUDGET*		
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	% of
	Aug	Aug	\$	%	YTD	YTD	\$	%	Budget	Actual	Total
CAPITAL PROJECTS FUND											
REVENUES											
Capital Grants	\$ -	\$ 13,523	13,523	100%	\$ 13,880	\$ 13,523	(357)	-3%	\$ 344,000	\$ 13,523	4%
Interest Income	(5,843)	17,252	23,096	-395%	(7,907)	32,134	40,041	-506%	75,000	32,134	43%
All Other / Miscellaneous	1,352	312	(1,040)	-77%	6,737	50,903	44,166	656%	91,000	50,903	0%
Revenue Totals	(4,491)	31,087	35,578	-792%	12,710	96,560	83,850	660%	510,000	96,560	19%
EXPENDITURES											
Roadway Improvements	23,164	283,672	260,508	1125%	265,553	2,768,310	2,502,757	942%	5,318,000	2,768,310	52%
Facility Improvements	39,596	-	(39,596)	-100%	39,596	-	(39,596)	-100%	300,000	-	0%
Stormwater Improvements	-	-	-	0%	29,446	-	(29,446)	-100%	92,000	-	0%
Miscellaneous	3,205	-	(3,205)	-100%	14,827	-	(14,827)	-100%	5,000	-	0%
Expenditure Totals	65,965	283,672	217,707	330%	349,421	2,768,310	2,418,889	692%	5,715,000	2,768,310	48%
Net Increase / (Decrease)	(70,456)	(252,586)	(182,130)	259%	(336,711)	(2,671,750)	(2,335,039)	693%	(5,205,000)	(2,671,750)	51%
MFT FUND											
REVENUES											
Motor Fuel Tax Allotments	\$ 81,296	\$ 263,561	182,265	224%	\$ 319,880	\$ 693,770	373,890	117%	\$ 943,000	\$ 693,770	74%
Interest Income	173	169	(4)	-2%	996	629	(367)	-37%	7,000	629	9%
Revenue Totals	81,469	263,730	182,261	224%	320,876	694,399	373,523	116%	950,000	\$ 694,399	73%
EXPENDITURES											
Street Resurfacing - Capital	-	-	-	0%	2,180,210	-	(2,180,210)	-100%	-	-	0%
Crack Filling	-	-	-	0%	-	47,321	47,321	100%	129,000	47,321	37%
Expenditure Totals	-	-	-	0%	2,180,210	47,321	(2,132,889)	100%	129,000	47,321	37%
Net Increase / (Decrease)	81,469	263,730	182,261	224%	(1,859,334)	647,078	2,506,412	-135%	821,000	647,078	79%

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

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

GENEVA CROSSING TIF	MONTH				YTD				BUDGET					
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance		
	Aug	Aug	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%	
REVENUES														
TIF Property Taxes	\$ -	\$ -	-	0%	\$ 223,015	\$ 247,660	\$ 24,645	11%	\$ 475,000	\$ 237,500	\$ 247,660	10,160	4%	
Interest Income	17	19	2	10%	62	69	7	11%	200	67	69	2	3%	
Village Contribution	-	-	-	0%	77,395	45,104	(32,291)	-42%	40,000	13,333	45,104	31,771	238%	
Revenue Totals	17	19	2	10%	300,472	292,833	(7,639)	-3%	515,200	250,900	292,833	41,933	17%	
EXPENDITURES														
Principal Retirement	-	-	-	0%	-	-	-	0%	255,000	-	-	-	0%	
Interest Expense	-	-	-	0%	63,880	58,480	(5,400)	-8%	116,960	58,480	58,480	-	0%	
Paying Agent Fees	3,000	3,000	-	0%	3,000	3,000	-	0%	3,500	1,500	3,000	1,500	100%	
Expenditure Totals	3,000	3,000	-	0%	66,880	61,480	(5,400)	-8%	375,460	59,980	61,480	1,500	3%	
Net Increase / (Decrease)	(2,983)	(2,981)	2	0%	233,592	231,353	(2,239)	-1%	139,740	190,920	231,353	40,433	21%	

NORTH/SCHMALE TIF														
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance		
	Aug	Aug	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%	
REVENUES														
TIF Property Taxes	\$ -	\$ -	\$ -	0%	\$ 9,389	\$ 7,379	\$ (2,011)	-21%	\$ 33,600	\$ 16,800	\$ 7,379	\$ (9,422)	-56%	
Sales Taxes	-	-	-	0%	-	-	-	0%	140,000	46,666	-	(46,666)	-100%	
Interest Income	0	0	0	38%	0	1	0	106%	40	8	1	(7)	-92%	
Village Contribution	4	-	(4)	-100%	1,878	-	(1,878)	-100%	-	-	-	-	0%	
Revenue Totals	4	0	(4)	-95%	11,268	7,379	(3,889)	-35%	173,640	63,474	7,379	(56,095)	-88%	
EXPENDITURES														
Legal Fees	2,438	-	(2,438)	-100%	4,784	39	(4,745)	-99%	4,000	1,332	39	(1,293)	-97%	
Consulting Fees	575	-	(575)	-100%	2,738	-	(2,738)	-100%	5,000	2,000	-	(2,000)	-100%	
Other Expenses	-	-	-	0%	-	-	-	0%	153,500	-	-	-	0%	
Expenditure Totals	3,013	-	(3,013)	-100%	7,521	39	(7,482)	-99%	162,500	3,332	39	(3,293)	-99%	
Net Increase / (Decrease)	(3,009)	0	3,009		3,746	7,340	3,594		11,140	60,142	7,340	(52,802)		

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

POLICE PENSION FUND	MONTH				YTD				BUDGET				
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance	
	Aug	Aug	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%
REVENUES													
Investment Income	\$ 674,385	\$ (415,999)	(1,090,384)	-162%	\$ (265,352)	\$ 530,115	795,467	-300%	\$ 2,900,500	\$ 966,833	\$ 530,115	(436,719)	-45%
Employee Contributions	38,637	40,308	1,671	4%	173,289	185,942	12,653	7%	570,000	197,308	185,942	(11,365)	-6%
Village Contribution	129,313	137,653	8,340	6%	517,252	550,610	33,358	6%	1,651,830	550,612	550,610	(2)	0%
Other Revenues	-	-	-	0%	10	-	(10)	-100%	-	-	-	-	0%
Revenue Totals	842,335	(238,038)	(1,080,373)	-128%	425,199	1,266,667	841,468	198%	5,122,330	1,714,753	1,266,667	(448,086)	-26%
EXPENDITURES													
Investment and Admin Fees	13,128	14,505	1,377	10%	37,207	96,696	59,489	160%	146,500	48,833	96,696	47,863	98%
Participant Benefit Payments	131,439	157,923	26,484	20%	525,756	611,568	85,812	16%	1,929,500	616,000	611,568	(4,432)	-1%
Expenditure Totals	144,567	172,428	27,861	19%	562,963	708,264	145,301	26%	2,076,000	664,833	708,264	43,431	7%
Net Increase / (Decrease)	697,768	(410,466)	(1,108,234)		(137,764)	558,403	696,167		3,046,330	1,049,920	558,403	(491,517)	

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

FUND	CASH	INVESTMENTS	TOTAL CASH & INVESTMENTS	LAST YEAR 8/31/2013
GENERAL FUND	\$ 754,247.95	\$ 13,290,477.85	\$ 14,044,725.80	\$ 15,098,195.87
WATER & SEWER FUND	768,448.10	13,907,818.92	14,676,267.02	15,418,260.86
CAPITAL PROJECTS FUND	-	21,313,019.71	21,313,019.71	21,490,313.04
MFT FUND	-	2,613,725.44	2,613,725.44	1,505,039.43
GENEVA CROSSING TIF FUND	-	2,192,129.07	2,192,129.07	1,993,958.83
NORTH/SCHMALE TIF FUND	-	18,037.69	18,037.69	11,267.61
POLICE PENSION FUND	335,038.10	38,970,263.69	39,305,301.79	36,266,663.39
TOTAL	<u>\$ 1,857,734.15</u>	<u>\$ 92,305,472.37</u>	<u>\$ 94,163,206.52</u>	<u>\$ 91,783,699.03</u>