NOTE: MEETING IS BEING TAPED AND ALSO TELEVISED ON WIDEOPENWEST CHANNEL 6, AT&T CHANNEL 99, AND COMCAST CABLE SERVICES CHANNEL 10. ALL MATTERS ON THE AGENDA MAY BE DISCUSSED, AMENDED, AND ACTED UPON.

Agenda
Village of Glen Ellyn
Special Village Board Meeting
Tuesday, November 13, 2012
8:00 p.m. – Galligan Board Room

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Village Recognition: *(Deputy Clerk Solomon)*

   A. Bridge Communities sent a letter of appreciation to the Police Department for its hard work and dedication in making the Glen Ellyn Backyard BBQ a success.

   B. A note of thanks was received by Police Chief Norton from a grateful resident for the invaluable assistance of Officer Joe Nemchock in rescuing the family dog after locking the keys in the car.

   C. The Village of Lombard Chief of Police sent a letter thanking the Police Department for its assistance with the Susan G. Komen Race for the Cure.

   D. Sergeant Stephen Smith received a note of thanks from a resident for his help during a very difficult time.

   E. A note was received by Police Officer Paul Baird from the family of a resident who suffered a health scare thanking him for going above-and-beyond in his attempts to notify them of the situation.

5. Audience Participation

   A. Proclamation declaring November 15 as School Board Members Day. Robert Friend, board member of School District No. 87, will be present to accept the proclamation.

   B. Open:

   Members of the public are welcome to speak to any item *not* specifically listed on tonight's agenda for up to three minutes. For those items which are on tonight's agenda, the public will have the opportunity to comment at the time the item is discussed. In either case, please complete the Audience Participation form and turn it in to the Village Clerk.

6. Consent Agenda *(Village Manager Franz)*

The following items are considered routine business by the Village Board and will be approved in a single vote in the form listed below: *(Trustee Hartweg)*

A. Village Board Meeting Minutes:

1. October 15, 2012 Workshop
2. October 22, 2012 Workshop
3. October 22, 2012 Regular Meeting

B. Total Expenditures (Payroll and Vouchers) - $1,986,488.37.
The vouchers have been reviewed by Trustee Hartweg and by Manager Franz prior to this meeting, and are consistent with the Village's purchasing policy.

C. Motion to waive sections of the Village Code including 10-4-15(B)19, and 6-2-3.8 to permit Malloy's Finest Wine and Spirits to host its 2012 Homebrew Day Demonstration retroactively. *(Assistant to the Village Manager Schrader)*

D. Motion to waive sections of the Village Code including 10-4-15(B)19, and 10-5-8(C) to permit GiaVia Sweets to engage in business activity beginning November 21, 2012 for a period of time not more than one hundred (100) days, and to park in the private parking lot of Advance Auto Parts at 696 Roosevelt Road once a week on Wednesday between 3:00 p.m. and 6:00 p.m. *(Assistant to the Village Manager Schrader)*

E. Motion to approve a Façade Improvement Grant request in the amount of $543 to Elite Eyewear located at 413 North Main Street. *(Economic Development Coordinator Corner)**

F. Motion to approve an Interior Improvement Grant request in the amount of $15,000 to Blackberry Market located at 401 Main Street. *(Economic Development Coordinator Corner)**

G. Ordinance No. 6085, An Ordinance Amending Ordinance 6063 that Granted Approval of a Special Use Permit, Zoning Variations and the Exterior Appearance for the Expansion of the Village Links Clubhouse and Related Site Improvements on Property Commonly Known as 485 Winchell Way to Eliminate a Condition Related to Parking Lot Landscape Islands. *(Planning & Development Director Hulseberg)*

H. Ordinance No. 6086, An Ordinance Amending the Glen Ellyn Village Codes to explicitly include the full text of the Zoning and Subdivision Regulations Codes instead of Referencing them as separate documents. *(Planning & Development Director Hulseberg)*

I. Motion to approve the award of a contract through the State of Illinois Joint Purchase Program to Morton Salt Inc. of Chicago, IL for the purchase of bulk rock salt at a unit price of $52.74 per ton. *(Public Works Director Hansen)*

J. Motion to approve funding for FY12/13 and FY13/14 of the Seasonal Decorations contract with TerraScape Designs LLC of Glencoe, IL in the not to exceed amount of $59,400 (including a 10% contingency). *(Public Works Director Hansen)*

K. Motion to approve an annual agreement with Tyler Technologies for MUNIS support and licensing in the amount of $58,532.84 to be expensed to the General Fund-Finance Department. *(Finance Director Wachtel)*

L. Ordinance No. 6087-VC, An Ordinance Establishing a Plan of Operation and Governance for an Electric Aggregation Program and Adding Chapter 38 to Title 3, of the Glen Ellyn Village Code. *(Assistant to the Village Manager Schrader)**

M. Motion to approve the recommendation of Village President Pfefferman that the following appointments be made for Boards and Commissions:

Architectural Review Commission
Tom Dohrer for a term ending May 2015

Capital Improvements Commission
Michael Lane for a term ending May 2014

7. Finance Director Kevin Wachtel will present information concerning the 2012 proposed property tax levy for the Village of Glen Ellyn and the Glen Ellyn Public Library. *(Trustee McGinley)*

A. Public Hearing to receive comments on the proposed 2012 property tax levy for the Village of Glen Ellyn and the Glen Ellyn Public Library.

B. First reading of Ordinance No. ____, An Ordinance for the Levy and Assessment of Taxes in the Amount of $11,177,912 for the Fiscal Year Beginning May 1, 2012, and Ending April 30, 2013, of the Village of Glen Ellyn, DuPage County, Illinois.

This first reading of the proposed property tax levy is a non-binding "straw vote" of the Village Board for the purpose of providing additional opportunity for public questions or comments about the Village and Library proposed property taxes for 2012.

8. Reminders:

- The next Regular Village Board Workshop is scheduled for Monday, November 19, 2012 beginning at 7:00 p.m. in the Galligan Board Room of the Glen Ellyn Civic Center.

- The next Regular Village Board Meeting is scheduled for Monday, November 26, 2012, with the Workshop beginning at 7:00 p.m. and the Regular Board Meeting beginning at 8:00 p.m. in the Galligan Board Room of the Glen Ellyn Civic Center.

9. Other Business?

10. Adjournment

11. Press Conference

A-4A

Bridge Communities, Inc.

505 Crescent Boulevard
Glen Ellyn, IL 60137-4529

Telephone: (630) 545-0610
Fax: (630) 545-0640
website: www.bridgecommunities.org

BRIDGE Communities
Connecting
Homeless Families
to a Better Future

October 2, 2012

Police Chief Phil Norton
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137

Dear Chief Norton:

Thank you for supporting the Glen Ellyn Backyard BBQ. An estimated 2,000 guests joined us for what will certainly become an annual tradition and *THE* event of the season. We are thrilled to announce that the BBQ raised $27,000 to support the Transitional Housing Program of Bridge Communities.

The Glen Ellyn Backyard BBQ proceeds will be used to provide safe housing, life-skills mentoring, educational and employment training and coaching, as well as professional case management and tutoring for adults and children. Just this year, your donation helped house 123 families, provided employment counseling to 55 adults, helped 38 client families find new employment and 45 enroll in college or employment training, and tutored to 61 children.

As the largest provider of transitional housing in DuPage County, our business is **transforming lives** of homeless families. We will provide more than 72,000 housing nights. Thank you for your support of Bridge Communities. We appreciate your commitment to helping our client families reach their goals of permanent housing and self-sufficiency.

The support, guidance and extra efforts we received from Glen Ellyn Police Department and all our community partners truly inspired us to make this BBQ one of Glen Ellyn's greatest events. We especially want to thank Deputy Police Chief Bill Holmer, Administrative Sargent Norm Weber and the officers on duty the day of the event. Thank you!

Bridge Communities and the Glen Ellyn Backyard BBQ committee are proud to be a part of the Glen Ellyn community.

We look forward working with you again in celebration of next year's Glen Ellyn Backyard BBQ. Keep up-to-date on the planning for the 2013 BBQ at www.glenellynbackyardbbq.com.

Sincerely,

Amy Van Polen
Resource Development

Tom Koprowski

Tom Koprowski
Glen Ellyn Backyard BBQ Chair

A-4B

the car so this doesn't happen again!

Thanks again for having such caring Officers on your staff!

Sincerely,
Martha Pfefferman
681 Marston Ave
Glendale Hts IL 60139

Oct 8, 2017

Dear Chief Norton,

Please thank Officer Joe Nemchock for (as Mitch said) being an awesome person! Officer Nemchock saved our dog Tiger after she locked her and my keys in the car! I know it ranks low on the list of emergencies but it was huge to us! I'm going to train her to unlock

A-4C

VILLAGE OF LOMBARD POLICE DEPARTMENT

Raymond Byrne
Chief of Police
Patrick Rollins
Deputy Chief of Operations
Thomas Wirsing
Deputy Chief of Administrative Services

235 E. Wilson Avenue
Lombard, IL 60148-3926
Main 630.873.4400
Fax 630.873.4496
TDD 630.620.5811
www.villageoflombard.org/lpd

Chief Phil Norton
Glen Ellyn Police Department
535 Duane Street
Glen Ellyn Illinois 60137

Dear Chief Norton,

October 9, 2012

On behalf of the Lombard Police Department and the Yorktown Shopping Center I wish to thank you for your department's mutual aid assistance with the Susan G. Komen Race for the Cure on Sunday morning September 23, 2012.

We appreciate the efforts of the member of your department who assisted us with traffic control and detour routes along the race route. The event drew over 3000 runners and walkers with additional people gathering in the shopping center to cheer on the participants. All were extremely professional and helpful throughout the two hours it took to complete the morning's event.

Our thanks and appreciation goes out to your Community Service Officer who assisted us that day. Without this help this event would not have been as successful as it was.

Very Truly Yours,

Raymond Byrne

Chief of Police

SGK 2012 Thanks/sww/GE

A-40

Sargeant Smith -

Hope you know how much
your special thoughtfulness
is appreciated.

Thank you so much for all your help. You made one of the toughest times of my life easy. Thanks!

- Sadaf S.

A-4E

get, but we did find her when we got home from work.

Thank you very much for your work on our behalf.

Barbara Reber

To The Glen Ellyn Police -

In July, my mother had a massive stroke while playing bridge. Unfortunately, she had changed handbags at the last moment and left behind the bag with her medical informatics and contact numbers.

Your officers managed to track us down and left messages on our cell phones, which unfortunately, we did not,

Paul Baird

A-5A

VILLAGE OF GLEN ELLYN

Proclamation

WHEREAS, school board members are elected to sit in trust for their diverse communities, and in that capacity are charged with meeting the community's expectations and aspirations for the public education of their children; and

WHEREAS, school board members are entrusted with the guardianship and wise expenditure of scarce tax dollars and are responsible for maintaining and preserving the buildings, grounds, and other areas of the school district that the community has put in their trust; and

WHEREAS, school board members are responsible for providing leadership that ensures a clear, shared vision of public education for their schools, that sets high standards for the education of all students, and requires the effective and efficient operation of their districts; and

WHEREAS, school board members adopt public policy to give voice to that leadership and employ a superintendent to administer board policy; they are also responsible for the regular monitoring of the district's performance and compliance with state policy and donate countless hours to public service with no compensation; and

WHEREAS, employers are supportive of their employees who serve as school board members, generously lending support and time; employers give their employees the opportunity to better serve the needs of the school districts and citizens they represent through sometimes tremendous sacrifice to the employer; and

WHEREAS, decisions made by school board members directly impact the quality of life in their communities, placing them at the front line of American democracy;

NOW, THEREFORE, I, MARK PFEFFERMAN, President of the Village of Glen Ellyn, Illinois, do hereby proclaim Thursday, November 15, 2012, as "School Board Members Day" as a way to honor those citizens who devote so much of their time and energy for the education of our children.

_____

Village President
attest:

_____

Deputy Village Clerk

_____

Date

A-6A1

Minutes
Regular Village Board Workshop
Glen Ellyn Village Board of Trustees
October 15, 2012

Time of Meeting: 7:00 p.m.

Present: President Pfefferman; Trustees Cooper, Hartweg, Henninger and Ladesic. Trustee Friedberg at 7:03 p.m.; Trustee McGinley at 7:28 p.m.; Deputy Village Clerk Solomon; Staff present: Village Manager Franz, Police Chief Norton and Finance Director Wachtel. Information Technology Manager Binkerd at 7:30 p.m.

1. Call to Order

President Pfefferman called the Board Workshop to order at 7:00 p.m. with a roll call. Trustees Cooper, Hartweg, Henninger and Ladesic responded "Present." Trustee Friedberg arrived at 7:03 p.m., and Trustee McGinley arrived at 7:28 p.m.

2. Preliminary Budget Hearing Part I

Finance Director Wachtel presented background on the preliminary budget for fiscal 2013/2014 and said again this year, they will discuss several policy items prior to the start of the annual budget process, with another preliminary hearing in November also. Village Manager Franz said the recommended budget would come before the Village Board in early spring for approval.

In 2009, the Village Board approved Ordinance No. 5740, establishing a new 1% Home Rule Sales Tax (HRST). HRST may be used for pensions, cash reserves or downtown revitalization. The Village funds employer contributions to the Police Pension Fund and Illinois Municipal Retirement Fund. The cash reserves policy is recommended to be 27% of the year's expenditures. The ordinance says the Village can use up to 15% of the revenue to downtown revitalization efforts. Finance Director Wachtel showed a chart of the total maximum need of the HRST-use categories, comparing FY 2011/2012 to FY 2012/2013.

Village President Pfefferman said the questions for the Village Board will be should the Village Board recommend the HRST be kept at 1% and if so, what purposes s does the Village Board recommend be used for the three items that HRST covers. He also ensured the Village Board understood the numbers for each category in the chart.

There was a discussion regarding possible revision of the ordinance, what HRST was originally created for, how HRST is affecting the Village's retailers and HRST as a balancing feature. Village President Pfefferman took a straw vote to see if the Village Board recommends keeping the HRST at 1%, and all Trustees agreed. The Village Board was split on the recommendation as 2 Trustees agreed to the same 3 items and 4 Trustees would like to eliminate the items. Village Manager Franz said there should still be an annual hearing and a review of the percentage.

Since Fiscal 2010, property tax revenue that was previously used to pay for debt service is now allocated to the Capital Improvements Plan Fund. After some discussion, it was decided to hold this conversation until the Village Board sees the capital improvement plan.

Since 2013, the Village has limited the economic development special service areas to a rate of $0.125. The Village Board's consensus is to recommend keeping the rate at $0.125.

When presenting the proposed budget, management frequently considers the long term financial health of each fund. The General Fund or Operating Fund is general balanced by management as part of the recommended draft budget. After some discussion, the Village Board recommends a balanced budget with the exception of the capital projects.

Last year, the Village Board reaffirmed the policy to increase cash reserves 1% each year with a target of 35% of operating expenditures. The cash reserves for Fiscal 2011/2012 was 26% and for Fiscal 2013/2013 is 27%. Village President Pfefferman asked Finance Director Wachtel to verify the percentages as it seems a percentage ahead. The Village Board consensus is to recommend confirming the Cash Reserve policy.

Village Manager Franz presented background on the Community Grant Program as the Village as funded local community groups which provide critical services through these grants. The updated Community Grant Program was held in FY11/12 and FY12/13 with $30,000 in program funding made available in both years. The Village Board consensus is to remove the 4th of July Committee's funding from the Community Grant Program and make it in a line item of a set amount in the General Fund. Trustee McGinley recommended the Village contacting the 4th of July Committee to get a feel on the amount of funding the 4th of July Committee would need and come back to the Village Board with this amount.

The grant to Youth and Family Counseling Services will stay as a line-item direct expense in the General Fund.

There was a discussion regarding the Village continuing the Community Grant Program. The consensus from the Village Board is to recommend keeping this program as there is a substantial need in the community; however, the Village Board would like to see additional criteria for this program.

The Village has initiated several Cost Containment Initiatives through asking the Village's partners and vendors to hold, decrease or reduce increases, in-sourcing versus out-sourcing and intergovernmental cooperation. Also, the Village is in the process of implementing E-billing initiatives. There was a discussion regarding other ideas for cost containment. IT Manager Binkerd explained the Village's capability with current systems and new software coming for different departments that will help with cost containment.

6. Adjournment

At 10:02 p.m., Trustee Hartweg moved and Trustee Cooper seconded the motion to adjourn. All voted "Aye." Meeting adjourned.

Respectfully Submitted,
Debbie Solomon,
Deputy Village Clerk

Reviewed by,
Patti Underhill
Acting Village Clerk

A-6A2

Minutes
Village Board Workshop
Glen Ellyn Village Board of Trustees
October 22, 2012

Time of Meeting: 7:00 p.m.

Present: President Pfefferman; Trustees Cooper, Friedberg, Hartweg and Ladesic. Deputy Village Clerk Solomon; Attorney Diamond; Staff present: Village Manager Franz, Assistant to the Village Manager Schrader, Deputy Police Chief Acton, Finance Director Wachtel and Assistant Finance Director Coyle. Planning and Development Director Hulseberg at 7:03 p.m. Public Works Director Hansen at 7:45 p.m.

1. Call to Order

President Pfefferman called the Board Workshop to order at 7:00 p.m. with a roll call. Trustees Cooper, Friedberg, Hartweg and Ladesic responded "Present." Trustees Friedberg and McGinley were excused.

2. Public Hearing: Electrical Aggregation

At 7:01 p.m., Trustee Cooper moved and Trustee Ladesic seconded the motion to open the Public Hearing to receive comment on the Plan of Operation and Governance for the Village's proposed Electricity Aggregation Program. All voted "Aye."

Dave Hoover, Executive Director of Northern Illinois Municipal Electric Collaborative (NIMEC), gave a short presentation on aggregation and the Village's Draft Plan of Operation and Governance. Some highlights from the draft Plan include terms, power mix, rate guarantee, billing, new accounts, moving accounts and no early termination fees. He said the average savings is 25 to 40% and about $150 to $300 annually.

A resident asked about the possibility of a condominium association taking advantage of this electrical aggregation to which Mr. Hoover said a condominium association would be considered a commercial account due to the wattage usage on an annual basis. A resident asked if there is a preferred supplier to which Mr. Hoover said there is one supplier that is used more than most. A resident asked how the Village Board will choose a supplier to which Mr. Hoover said NIMEC will summarize the bids and give background on the bidders. A resident asked about the cost of reusable energy to which Mr. Hoover said there is different pricing for the different levels of being green and about 25 to 30 municipalities have gone 100% green. A resident asked what happens at the end of the contract term to which Mr. Hoover said the referendum authorizes the Village Board to go back to NIMEC at the end of the contract and get more bids if they choose. Trustee Ladesic asked what the cost was to the Village to which Mr. Hoover said there are some legal fees, but NIMEC is compensated by the power suppliers. A resident asked what happens if the resident has already left ComEd for an individual company to which Mr. Hoover said these residents will be excluded from the aggregation. A resident asked why it is better to have the aggregation to which Mr. Hoover said it is hard to match rates when you do it on an individual basis. A resident asked if all the risks of this possible aggregation have been identified to which Mr. Hoover said they have and many communities have already done this aggregation. A resident asked what happens if ComEd lowers their rates to under the aggregated rate to which Mr. Hoover said there is a Minutes

price-match guarantee provision, and the supplier would have to match the lower ComEd rate or return all the customers to ComEd.

Mr. Hoover encouraged the residents to go to www.pluginillinois.org which is the Illinois Commerce Commission's (ICC) website and contains information about electrical aggregation and a comparison of choices

At 7:43 p.m., Trustee Cooper moved and Trustee Ladesic seconded the motion to close the Public Hearing to receive comment on the Plan of Operation and Governance for the Village's proposed Electricity Aggregation Program. All voted "Aye."

3. Preliminary Review of Tax Levy

Finance Director Wachtel presented information on the preliminary figures to prepare for discussions the Village Board will have to the levy. A few key facts on the levy are the Village is not subject to tax caps, but abides by them since becoming home rule in 1994, tax cap growth includes 3.0% for CPI-U and 1.0% for new growth, total Village levy is projected to increase by 3.3%, one bond issue is being retired and reallocated for capital projects, the Village has statutory responsibility to levy for the Glen Ellyn Public Library and the total levy for the Village and Library is proposed to increase by 3.3%. Finance Director Wachtel showed a snapshot of a typical property tax bill and an example of the 2012 tax levy.

As the total operating increase of 17.2% in the Village's proposed combined Village and Library operating levy, there will be a Truth in Taxation Hearing on Tuesday, October 13, 2012, as to maximize the opportunity for public information and input into the levy process. The 1st reading of the tax levy ordinances will occur on October 13, 2012 also. Village President Pfefferman asked if the Finance Commission had seen this proposal yet to which Finance Director Wachtel said they would share this with the Commission before the public hearing.

4. Comprehensive Annual Financial Report

Due to the time, this subject will be discussed during the Audience Participation portion of the Village Board Meeting.

5. Adjournment

At 7:58 p.m., Trustee Cooper moved and Trustee Ladesic seconded the motion to adjourn to the regular Village Board Meeting in the Galligan Board Room. All voted "Aye." Meeting adjourned.

Respectfully Submitted,
Debbie Solomon,
Deputy Village Clerk

Reviewed by,
Patti Underhill
Acting Village Clerk

A-6A3

Minutes
Regular Meeting
Glen Ellyn Village Board of Trustees
Monday, October 22, 2012

Call to Order

Village President Pfefferman called the meeting to order at 8:02 p.m.

Roll Call

Upon roll call by Deputy Village Clerk Solomon, Village President Pfefferman and Trustees Cooper, Friedberg, Hartweg and Ladesic answered, "Present." Trustees Henninger and McGinley were excused.

Pledge of Allegiance

Leslie Peet, of the Glen Ellyn Park District, led the Pledge of Allegiance. Ms. Peet is the Park District's Archives intern and is working on a history project to establish the Glen Ellyn Park District archives, to digitize the Park District documents, create a storage system for the documents and develop a history website to display materials, documents, and photographs of the Glen Ellyn Park District history. Ms. Peet will do a presentation at a Village Board Workshop in 2013.

Village Recognition:

A. A note of thanks was received by the Police Department for a recent tour of its facilities enjoyed by St. Petronille's Daisy Troop #41915.

B. Bridge Communities sent a letter of appreciation to Public Works for its hard work and dedication in making the Glen Ellyn Backyard BBQ a success.

C. The Village Board and Management Team extend its best wishes to Norvelle Barrow of the Finance Department on her retirement and thank her for her service.

D. The Village Board and Management Team congratulate the following employees who recently celebrated an anniversary as a Village employee:

Katherine Petrine	Planning & Development	5 Years
Noel Allen	Recreation	25 Years

Audience Participation

A. Comprehensive Annual Financial Report

Fred Lantz, from Sikich, LLC, presented the results of the independent audit of the Village's Fiscal Year 11/12 Report. The Village was commended for preparing and presenting a full comprehensive financial annual report which is done on a voluntary basis. The consensus of the independent audit report was the Village ended FY11/12 in a sound financial position; however, the Governmental Accounting Standards Board (GASB) issued GASB Statement 68 which requires the Village to change the accounting and financial reporting for pensions to take the Village from a model now

that recognizes pension costs when they are funded to recognizing pension costs when they are earned by the employees by the end of FY15/16. Mr. Lantz met with Assistant Finance Director Coyle today where this issue was being discussed. Finance Director Wachtel said the audit report will be posted after Village Board approval.

Consent Agenda

Village Manager Franz presented the Consent Agenda. President Pfefferman called for questions and/or discussion of the items on the Consent Agenda.

A. Village Board **Meeting Minutes**:

1. October 8, 2012 Workshop
2. October 8, 2012 Regular Meeting

B. Total Expenditures (Payroll and Vouchers) - $1,367,191.10.

The vouchers have been reviewed by Trustee Friedberg and by Manager Franz prior to this meeting, and are consistent with the Village's purchasing policy.

C. **Ordinance No. 6081,** An Ordinance to Amend the Liquor Control Code Chapter 19 of Title 3, Section 23 (Hours of Sale) Subsection (D) Extended Hours.

D. Motion to waive competitive bidding and select Granacki Historic Consultants of Chicago, Illinois to prepare a National Register of Historic Places Nomination for a portion of the Central Business District.

E. Motion to waive sections of the Village Code including 4-5-7(B),(F),(N), 4-5-4(I), 9-2-2(A) and 9-2-3(K), (M) to permit Tap House Grill to display an antique vehicle in a parking spot at 411 North Main Street for two consecutive days between Tuesday, October 23 and Saturday, October 27, 2012 in celebration of their 5-year anniversary.

F. **Ordinance No. 6082,** An Ordinance approving a Variation from the Rear Yard Setback Requirements of the Zoning Code to Allow a One-Story Addition for the Property at 934 Oakwood Court.

G. Motion to approve the award of a contract to Detroit Salt Company of Detroit, Michigan, to provide emergency backup rock salt on an "as needed" basis at a per ton cost of $53.12 in FY13 and $54.37 in FY14 to be expensed to the Motor Fuel Tax Fund.

H. Motion to approve an engineering services agreement with Engineering Resource Associates of Warrenville, Illinois for design of the Duane – Lorraine Daily Fee Parking Lot Reconstruction Project, in the amount of $95,000 (including a 6% contingency) to be expensed to the FY13 Parking Fund.

I. Motion to receive the Village's Comprehensive Annual Financial Report for the fiscal year ended April 30, 2012 at the October 22, 2012 Village Board Meeting.

J. Resolution No. 12-16, a Resolution to Record the Determination of the Corporate Authorities of the Village of Glen Ellyn of the Amounts of Money Estimated to be Necessary to be Raised by Taxation on Taxable Property for the Fiscal Year Beginning May 1, 2012, and ending April 30, 2013. This item was removed from the Consent Agenda to be considered separately later in the meeting.

K. Motion to approve the recommendation of Village President Pfefferman that the following appointments be made for Boards and Commissions:

Architectural Review Commission
Michael Lane for a term ending May 2015

Finance Commission
Dana Jourdan (Student) for a term ending May 2013

Historic Preservation Commission
Dennis A. Fisher for a term ending May 2014

Recreation Commission
Louis P. Leuzzi for a term ending May 2014

Trustee Friedberg moved and Trustee Hartweg seconded the motion that items A through I and item K be considered routine business by the Village Board and be approved in a single vote.

Upon roll call, Trustees Friedberg, Hartweg, Cooper and Ladesic voted "Aye." Motion carried.

Item J from the Consent Agenda

Trustee Cooper said he has no objection to Item J and thinks when the Village Board is considering a tax levy, it is only fair to the constituents to entertain this item separately.

Trustee Cooper moved, seconded by Trustee Ladesic to approve a motion to approve Resolution No. 12-16, a Resolution to Record the Determination of the Corporate Authorities of the Village of Glen Ellyn of the Amounts of Money Estimated to be Necessary to be Raised by Taxation on Taxable Property for the Fiscal Year Beginning May 1, 2012, and ending April 30, 2013.

Upon roll call, Trustees Cooper, Ladesic, Hartweg and Friedberg voted "Aye." Motion carried.

Ordinance No. 6083 – Detached Garage Addition for 207 East Road

Planning and Development Director Hulseberg presented information on a request by Edward Moore and Erica Rogers for variations from the Glen Ellyn Zoning Code to construct an addition to an existing detached garage that will increase the garage area to 692 sq. ft. in lieu of the maximum permitted detached garage area of 660 sq. ft. and to construct an addition to an existing garage that will increase the lot coverage ratio to 20.57% in lieu of the maximum permitted lot coverage ratio of 20%.

The Zoning Board of Appeals conducted a Public Hearing on September 25, 2012, and they voted 4-1 to recommend approval the requested variations. There was discussion around the hardship documentation, the amount of impervious surface added, a possible engineering submittal and the stormwater and drainage issues on East Road. Mr. Moore said they are requesting to add 18 inches to the garage to accommodate 3 cars as their cars have been backed into while parked on East Road.

Ken Burk, of 189 East Road, Glen Ellyn, Illinois, has questions about the drainage issues and storm sewers on East Road as he talked to Bob Minix who said East Road is scheduled to be redone in 6 years. Public Works Director Hansen said he does not have an answer but will get an answer and see if this issue needs to be revisited. Public Works Director Hansen said there is about a 20-year turn-around cycle on the Village's streets. Mary Amber Burk, of 189 East Road, Glen Ellyn, Illinois, asked if there is a way to expedite this issue as 6 years is a long time off still. Trustee Hartweg is the liaison to the Capital Improvements Commission and said there is an annual review of the Capital Improvements projects.

Trustee Hartweg moved, seconded by Trustee Ladesic to approve Ordinance No. 6083, an Ordinance Approving Variations from the Detached Garage Area and Lot Coverage Ratio Requirements of the Zoning Code to Allow a Detached Garage Addition for Property at 207 East Road.

Upon roll call, Trustees Hartweg, Ladesic and Cooper voted "Aye." Trustee Friedberg voted "No." As the vote was 3 "Aye" votes and 1 "No" vote, President Pfefferman voted "Aye." Motion carried by a vote of 4-1.

Ordinance No. 6084 – Oberweis, 515 Roosevelt Road

Planning and Development Director Hulseberg presented information about the requests of Oberweis Dairy to accommodate 3 restaurants as well as future office users at the southeast corner of Roosevelt Road and Main Street. Included in the requests for 515 Roosevelt Road are a façade improvement grant, zoning map amendment, special use permit, zoning and sign variations and exterior appearance.

The Architectural Review Commission held a Public Hearing on October 10, 2012, and by a vote of 5-1 recommended approval with 5 conditions. The Plan Commission held a Public Hearing on October 11, 2012, and by a vote of 9-1 recommended approval of the project with 5 conditions.

Planning and Development Director Hulseberg said the Village has had conversations with the ownership of the Market Plaza Shopping Center (to the east of the building) about closing the existing access from Roosevelt Road so 5 additional parking spaces can be added to the front of Oberweis. There has not been a final agreement on this, but Planning and Development Director Hulseberg said there will be conditions included if the closing of the existing access happens.

Trustee Ladesic asked about the revamping of the Sign Code due to certain signs in this request to which Planning and Development Director Hulseberg said the definition of a sign will not change, but the Village does need to update the Sign Code. Trustee Ladesic said the petitioner made a concession of a blade sign that was to be on the back of a building to be moved inside by the building and asked the Village Board to reconsider putting this blade sign on the back of the building. Architect Michael Aragona said this blade sign is important for the branding for That Burger Joint and helps the customers see the restaurants are accessible from the back of the building. The Village Board agreed this blade sign could be allowed on the back of the building and removed Condition No. 5 from the Architectural Review Commission's conditions.

There was a discussion about impervious surface, the site plan, the amount of landscaping being added, the number of signs, fire department access and the maintenance of the signs.

Trustee Ladesic moved, seconded by Trustee Hartweg to approve the following:

A. **Ordinance 6084**, An Ordinance Granting Approval of a Zoning Map Amendment, Special Use Permit, Zoning Variations, Sign Variations and the Exterior Appearance for 515 Roosevelt Road.

B. Motion to approve a Façade Improvement Grant for 515 Roosevelt Road in the amount of $15,000.

Upon roll call, Trustees Ladesic, Hartweg, Cooper and Friedberg voted "Aye." Motion carried.

Reminders:

- Village Offices will be closed on Monday, November 12 in observance of Veteran's Day.
- The next Special Village Board Meeting is scheduled for Tuesday, November 13, 2012, beginning at 8:00 p.m. in the Galligan Board Room of the Glen Ellyn Civic Center with a Workshop beginning at 7:00 p.m.

Other Business?

There was no other business to discuss.

Adjournment

At 9:26 p.m. Trustee Hartweg moved and Trustee Friedberg seconded motioned to adjourn the meeting.

Upon roll call, Trustees Hartweg, Friedberg, Cooper and Ladesic voted "Aye." Motion carried. Meeting adjourned.

Respectfully submitted,
Debbie Solomon
Deputy Village Clerk

Reviewed by,
Patti Underhill
Acting Village Clerk

A-6B

3

Approval of Vouchers
For the Village Board Meeting of November 26, 2012

EXPENDITURES:	Check Date	Amount Paid	
Accounts Payable Warrant 1012-3	10/19/2012	$ 365,173.22	
Accounts Payable Warrant 1012-4	10/26/2012	$ 738,723.80	
Accounts Payable Warrant 1012-5	10/30/2012	23,136.59	
Sub-Total		**$ 1,127,033.61**	**Warrant Total $ 1,127,033.61**

PAYROLL EXPENDITURES	October 19, 2012	November 2, 2012	
Net Employee Payroll Checks	**$273,340.15**	**$258,103.18**	
Employee & Employer Payroll Deductions:			
Police Pension - paid by employee	12,316.66	11,952.91	
Flex 125 Plan - paid by employee	1,273.49	1,314.61	
Medical Insurance - paid to VGE by employee	11,050.87	11,520.59	
Retiree Insurance - paid by employee	-	-	
IMRF - employee contribution	8,719.81	8,411.41	
IMRF - employer contribution	23,291.24	22,598.64	
ICMA Retirement Corp. Deferred Compensation - paid by employee	5,723.38	5,631.60	
AXA Retirement Corp. Deferred Compensation - paid by employee	150.00	150.00	
IL FOP Labor Council Dues - paid by employee	595.50	575.65	
NCPERS Group Life Insurance - paid by employee	112.00	112.00	
United Way - employee contribution	-	-	
Illinois Child Support - paid by employee	791.79	791.79	
Reimbursement Employee	-	-	
Wage Garnishment	-	-	
Social Security/Medicare Tax Withheld - employee portion	16,118.87	15,248.95	
Social Security/Medicare Tax Withheld - employer portion	21,090.49	19,954.66	
Trustmark Life & Accident Insurance - paid by employee	422.26	422.26	
Federal Income Tax Withheld - paid by employee	48,766.01	44,832.48	
Illinois State Tax Withheld - paid by employee	17,569.15	16,502.36	
Total Payroll	**$ 441,331.67**	**$ 418,123.09**	**$ 859,454.76**

GRAND TOTAL $ 1,986,488.37

WARRANT: 1012-3 TO FISCAL 2013/06 05/01/2012 TO 04/30/2013

VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
307	1ST AYD CORPORATION										
	36306	10/01/12			205071	P	10/19/12	65000	530105	OPERATING SUPPLIES	525.19
	INVOICE: 550212										
	VENDOR TOTALS		1,794.44 YTD INVOICED						1,794.44 YTD PAID		525.19
2021	A-RELIABLE PRINTING										
	36305	10/11/12			205072	P	10/19/12	121200	530100	OFFICE SUPPLIES	132.00
	INVOICE: 12974										
	VENDOR TOTALS		6,650.22 YTD INVOICED						7,116.99 YTD PAID		132.00
4826	AIR ONE EQUIPMENT,INC.										
	36307	09/07/12			205073	P	10/19/12	50200	530225	SAFETY SUPPLIES	188.00
	INVOICE: 82558										
	VENDOR TOTALS		938.76 YTD INVOICED						938.76 YTD PAID		188.00
46	AMERICAN WATER WORKS ASSN.										
	36348	10/16/12			205074	P	10/19/12	50100	520600	DUES-SUBSCRIPTIONS-REG FE	187.00
	INVOICE: 7000527640										
	VENDOR TOTALS		1,981.00 YTD INVOICED						1,981.00 YTD PAID		187.00
1732	ARBOR DAY FOUNDATION										
	36347	10/16/12			205075	P	10/19/12	143200	520600	DUES-SUBSCRIPTIONS-REG FE	15.00
	INVOICE: 101812										
	VENDOR TOTALS		15.00 YTD INVOICED						44.90 YTD PAID		15.00
7953	PAUL BANDO										
	36308	10/15/12			205076	P	10/19/12	1000	480200	PARKWAY REFORESTATION	215.00
	INVOICE: 101612										
	VENDOR TOTALS		215.00 YTD INVOICED						215.00 YTD PAID		215.00
7963	STEVE/SARAH BASKIS										
	36435	10/12/12			205077	P	10/19/12	1000	420100	VEHICLE LICENSES	40.00
	INVOICE: VR101812										
	VENDOR TOTALS		40.00 YTD INVOICED						40.00 YTD PAID		40.00
103	BRISTOL HOSE & FITTING										
	36309	10/04/12			205078	P	10/19/12	65000	530310	PARTS PURCHASED	21.09
	INVOICE: 307659										
	VENDOR TOTALS		539.39 YTD INVOICED						553.79 YTD PAID		21.09
1534	BROTHERS ASPHALT PAVING INC.										
	36349	05/31/12		20100002	205079	P	10/19/12	40000	580160 00603	PARK-GLEN ELLYN PLACE-PRA	50,963.00
	INVOICE: 4875										

WARRANT: 1012-3 TO FISCAL 2013/06 05/01/2012 TO 04/30/2013

VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
36349	05/31/12		20100002	205079	P	10/19/12	50100	580100 00603	PARK-GLEN ELLYN PLACE-PRA	7,529.00
INVOICE: 4875										
36349	05/31/12		20100002	205079	P	10/19/12	50200	580100 00603	PARK-GLEN ELLYN PLACE-PRA	47,629.00
INVOICE: 4875										
VENDOR TOTALS		106,121.00 YTD INVOICED						106,121.00 YTD PAID		106,121.00
128 CARQUEST AUTO PARTS OF WHEATON IL, INC										
36318	09/04/12			205080	P	10/19/12	65000	530310	PARTS PURCHASED	-54.45
INVOICE: 1603-149119										
36319	09/04/12			205080	P	10/19/12	65000	530310	PARTS PURCHASED	-28.46
INVOICE: 1603-149123										
36320	09/04/12			205080	P	10/19/12	65000	530310	PARTS PURCHASED	5.50
INVOICE: 1603-149071										
36321	09/04/12			205080	P	10/19/12	65000	530310	PARTS PURCHASED	54.45
INVOICE: 1603-149114										
36322	09/04/12			205080	P	10/19/12	65000	530310	PARTS PURCHASED	113.08
INVOICE: 1603-149116										
36323	09/04/12			205080	P	10/19/12	65000	530310	PARTS PURCHASED	54.45
INVOICE: 1603-149122										
36324	09/10/12			205080	P	10/19/12	65000	530310	PARTS PURCHASED	171.31
INVOICE: 1603-149404										
36325	09/11/12			205080	P	10/19/12	65000	530310	PARTS PURCHASED	21.10
INVOICE: 1603-149430										
36326	09/11/12			205080	P	10/19/12	65000	530310	PARTS PURCHASED	81.49
INVOICE: 1603-149431										
36327	09/12/12			205080	P	10/19/12	65000	530105	OPERATING SUPPLIES	27.61
INVOICE: 1603-149532										
36328	09/14/12			205080	P	10/19/12	65000	530310	PARTS PURCHASED	6.70
INVOICE: 1603-149627										
36329	09/14/12			205080	P	10/19/12	65000	530310	PARTS PURCHASED	32.52
INVOICE: 1603-149639										
36330	09/18/12			205080	P	10/19/12	65000	530310	PARTS PURCHASED	7.55
INVOICE: 1603-149787										
36331	09/18/12			205080	P	10/19/12	65000	530310	PARTS PURCHASED	98.43
INVOICE: 1603-149833										
36332	09/19/12			205080	P	10/19/12	65000	530310	PARTS PURCHASED	-33.06
INVOICE: 1603-149859										
36333	09/19/12			205080	P	10/19/12	65000	530310	PARTS PURCHASED	14.69
INVOICE: 1603-149842										
36334	09/19/12			205080	P	10/19/12	65000	530310	PARTS PURCHASED	106.63
INVOICE: 1603-149844										
36335	09/19/12			205080	P	10/19/12	65000	530315	TIRES	8.07
INVOICE: 1603-149856										
36336	09/20/12			205080	P	10/19/12	65000	530310	PARTS PURCHASED	51.84
INVOICE: 1603-149937										
36337	09/26/12			205080	P	10/19/12	65000	530310	PARTS PURCHASED	101.38
INVOICE: 1603-150234										
36338	09/27/12			205080	P	10/19/12	65000	530310	PARTS PURCHASED	136.62
INVOICE: 1603-150298										
36339	09/27/12			205080	P	10/19/12	65000	530310	PARTS PURCHASED	136.62

WARRANT: 1012-3 TO FISCAL 2013/06 05/01/2012 TO 04/30/2013

VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	INVOICE: 1603-150299										
	VENDOR TOTALS	5,394.80 YTD INVOICED						6,063.83 YTD PAID			1,114.07
1854	CARTEGRAPH SYSTEMS INC.										
	36340	09/30/12		20120025	205081	P	10/19/12	143100	521055	PROFESSIONAL SERVICES - O	759.38
	INVOICE: 36990										
	VENDOR TOTALS	18,371.88 YTD INVOICED						18,371.88 YTD PAID			759.38
117	C.B.M.T., INC.										
	36341	09/26/12			205082	P	10/19/12	143200	521057	CBD APPEARANCE	3,773.60
	INVOICE: 26678										
	VENDOR TOTALS	21,785.10 YTD INVOICED						21,785.10 YTD PAID			3,773.60
135	TRANZONIC COMPANIES										
	36342	09/26/12			205083	P	10/19/12	143200	530105	OPERATING SUPPLIES	477.64
	INVOICE: IN00970953										
	VENDOR TOTALS	1,748.54 YTD INVOICED						1,748.54 YTD PAID			477.64
137	CDW GOVERNMENT, INC.										
	36310	10/04/12			205084	P	10/19/12	122000	570110	COMPUTER EQUIPMENT/PROJEC	131.56
	INVOICE: R581041										
	VENDOR TOTALS	2,036.43 YTD INVOICED						2,036.43 YTD PAID			131.56
6043	CHICAGO PARTS & SOUND LLC										
	36311	10/09/12			205085	P	10/19/12	65000	530310	PARTS PURCHASED	114.84
	INVOICE: 478948										
	36313	10/08/12			205085	P	10/19/12	65000	530310	PARTS PURCHASED	9.90
	INVOICE: 478731										
	VENDOR TOTALS	5,304.90 YTD INVOICED						5,668.37 YTD PAID			124.74
1207	CIVILTECH ENGINEERING, INC.										
	36350	10/10/12			205086	P	10/19/12	40000	580160	STREET IMPROVEMENTS	148.94
	INVOICE: 40284										
	36360	05/11/12			205086	P	10/19/12	40000	580160	STREET IMPROVEMENTS	27.60
	INVOICE: 39865-1										
	36361	05/11/12		20130043	205086	P	10/19/12	40000	580100 00603	PARK-GLEN ELLYN PLACE-PRA	30,746.91
	INVOICE: 39865										
	36361	05/11/12		20130043	205086	P	10/19/12	50100	580100 00603	PARK-GLEN ELLYN PLACE-PRA	7,931.00
	36361	05/11/12		20130043	205086	P	10/19/12	50200	580100 00603	PARK-GLEN ELLYN PLACE-PRA	15,862.00
	INVOICE: 39865										
	VENDOR TOTALS	330,379.37 YTD INVOICED						364,701.79 YTD PAID			54,716.45
171	COCA-COLA REFRESHMENTS USA INC										

WARRANT: 1012-3 TO FISCAL 2013/06 05/01/2012 TO 04/30/2013

VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	36359	10/11/12			205087	P	10/19/12	55730	530405	BEVERAGES/RESALE	223.20
	INVOICE:	2268296133									
	VENDOR TOTALS		6,730.88 YTD INVOICED						6,730.88 YTD PAID		223.20
175	COMMONWEALTH EDISON COMPANY										
	36315	10/04/12			205089	P	10/19/12	50100	521200	UTILITIES	995.35
	INVOICE:	36315									
	36351	10/12/12			205088	P	10/19/12	21000	521190	STREET LIGHTING/ENERGY CO	222.93
	INVOICE:	36351									
	36352	10/08/12			205089	P	10/19/12	50200	521200	UTILITIES	106.57
	INVOICE:	36352									
	36353	10/10/12			205089	P	10/19/12	50200	521200	UTILITIES	40.03
	INVOICE:	36353									
	36354	10/11/12			205089	P	10/19/12	50200	521200	UTILITIES	62.06
	INVOICE:	36354									
	36355	10/11/12			205089	P	10/19/12	50100	521200	UTILITIES	365.72
	INVOICE:	36355									
	36356	10/11/12			205089	P	10/19/12	50200	521200	UTILITIES	61.34
	INVOICE:	36356									
	36357	10/11/12			205089	P	10/19/12	50100	521200	UTILITIES	97.74
	INVOICE:	36357									
	36358	10/11/12			205089	P	10/19/12	50200	521200	UTILITIES	23.62
	INVOICE:	36358									
	VENDOR TOTALS		35,446.28 YTD INVOICED						42,495.22 YTD PAID		1,975.36
6610	COMCAST CABLE COMMUNICATIONS, LLC										
	36314	10/04/12			205090	P	10/19/12	40000	580160	STREET IMPROVEMENTS	66.95
	INVOICE:	36314									
	VENDOR TOTALS		401.70 YTD INVOICED						401.70 YTD PAID		66.95
7954	COMMERCIAL ELECTRONIC SYSTEMS, INC										
	36317	08/28/12			205091	P	10/19/12	50100	521055	PROFESSIONAL SERVICES - O	277.12
	INVOICE:	11121									
	VENDOR TOTALS		277.12 YTD INVOICED						277.12 YTD PAID		277.12
189	COUNTRYSIDE WELDING INC										
	36316	08/20/12			205092	P	10/19/12	50100	521055	PROFESSIONAL SERVICES - O	3,155.00
	INVOICE:	12271									
	VENDOR TOTALS		4,125.00 YTD INVOICED						4,125.00 YTD PAID		3,155.00
204	DAILY HERALD										
	36362	09/23/12			205093	P	10/19/12	121200	520140	VILLAGE COMMISSIONS	174.80
	INVOICE:	T4316456									
	VENDOR TOTALS		5,273.00 YTD INVOICED						5,609.95 YTD PAID		174.80

WARRANT: 1012-3 TO FISCAL 2013/06 05/01/2012 TO 04/30/2013

VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
7957 ERIN DIETER										
36343	10/16/12			205094	P	10/19/12	4000	410600	REAL ESTATE TRANSFER TAX	1,650.00
INVOICE: TXR101612										
VENDOR TOTALS		1,650.00 YTD INVOICED						1,650.00 YTD PAID		1,650.00
236 DREISILKER ELECTRIC MOTORS, INC.										
36345	09/05/12			205095	P	10/19/12	50100	520975	MAINTENANCE-EQUIPMENT	235.04
INVOICE: I829416										
VENDOR TOTALS		507.79 YTD INVOICED						507.79 YTD PAID		235.04
241 DU-COMM										
36344	10/01/12			205096	P	10/19/12	135000	520920	DU-COMM	30,393.00
INVOICE: 14741										
VENDOR TOTALS		363,915.20 YTD INVOICED						363,915.20 YTD PAID		30,393.00
291 EUCLID BEVERAGE, LTD										
36363	09/01/12			205097	P	10/19/12	55730	530400	BEER AND WINE	229.00
INVOICE: 97701164										
36364	10/11/12			205097	P	10/19/12	55730	530400	BEER AND WINE	364.50
INVOICE: 2354701831										
VENDOR TOTALS		27,386.20 YTD INVOICED						28,225.30 YTD PAID		593.50
6745 FARMER BROS CO										
36365	10/10/12			205098	P	10/19/12	55720	530105	OPERATING SUPPLIES	115.10
INVOICE: 56798533										
VENDOR TOTALS		2,032.98 YTD INVOICED						2,151.08 YTD PAID		115.10
3075 FIRST ADVANTAGE OCCUPATIONAL HEALTH SVCS										
36346	09/30/12			205099	P	10/19/12	60000	520870	RISK MANAGEMENT	92.25
INVOICE: P2025727										
VENDOR TOTALS		184.50 YTD INVOICED						195.00 YTD PAID		92.25
324 FULTON TECHNOLOGIES, INC.										
36366	10/01/12			205100	P	10/19/12	143200	520915	ESDA EXPENSE	426.00
INVOICE: MON-216										
VENDOR TOTALS		3,537.53 YTD INVOICED						3,537.53 YTD PAID		426.00
330 GLOVES INC										
36368	09/14/12			205101	P	10/19/12	50200	530225	SAFETY SUPPLIES	402.52
INVOICE: 1061581-00										
VENDOR TOTALS		1,701.07 YTD INVOICED						1,701.07 YTD PAID		402.52
6837 GETUM INC.										

WARRANT: 1012-3 TO FISCAL 2013/06 05/01/2012 TO 04/30/2013

VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	36367	09/27/12			205102	P	10/19/12	50200	521005	MAINTENANCE-STORM SEWERS	525.00
	INVOICE: 568										
	36367	09/27/12			205102	P	10/19/12	50200	521010	MAINTENANCE-SANITARY SEWE	525.00
	INVOICE: 568										
	VENDOR TOTALS		1,050.00 YTD INVOICED						1,050.00 YTD PAID		1,050.00
922	VILLAGE OF GLEN ELLYN										
	36440	10/19/12			205155	P	10/19/12	134000	520931	FED DRUG FORFEITURE EXPEN	2,000.00
	INVOICE: 101912										
	VENDOR TOTALS		10,649.87 YTD INVOICED						11,880.95 YTD PAID		2,000.00
929	W.W. GRAINGER INC										
	36369	08/21/12			205103	P	10/19/12	50100	520970	MAINTENANCE-BUILDING & GR	124.66
	INVOICE: 9906819223										
	36370	10/02/12			205103	P	10/19/12	143200	520995	MAINTENANCE-SIGNS	88.97
	INVOICE: 9941250236										
	36371	09/28/12			205103	P	10/19/12	143200	521045	MAINTENANCE-STREET LIGHTS	622.18
	INVOICE: 9938817120										
	VENDOR TOTALS		4,537.74 YTD INVOICED						4,745.58 YTD PAID		835.81
7955	JULIUS HANSEN										
	36376	10/11/12			205104	P	10/19/12	143100	520625	TRAVEL	508.08
	INVOICE: ER101612										
	VENDOR TOTALS		508.08 YTD INVOICED						508.08 YTD PAID		508.08
4547	HD SUPPLY WATERWORKS, LTD.										
	36378	10/02/12			205105	P	10/19/12	50200	530105	OPERATING SUPPLIES	173.58
	INVOICE: 5539617										
	36379	10/02/12			205105	P	10/19/12	50200	521005	MAINTENANCE-STORM SEWERS	134.10
	INVOICE: 5537907										
	VENDOR TOTALS		11,254.66 YTD INVOICED						11,254.66 YTD PAID		307.68
6405	HIGHLAND BAKING CO										
	36372	09/04/12			205106	P	10/19/12	55730	530420	FOOD/RESALE	76.07
	INVOICE: 383300										
	36373	10/08/12			205106	P	10/19/12	55730	530420	FOOD/RESALE	44.95
	INVOICE: 398628										
	36374	10/12/12			205106	P	10/19/12	55730	530420	FOOD/RESALE	68.11
	INVOICE: 400679										
	36375	10/13/12			205106	P	10/19/12	55730	530420	FOOD/RESALE	71.64
	INVOICE: 401180										
	VENDOR TOTALS		7,922.86 YTD INVOICED						8,039.71 YTD PAID		260.77
5988	HR SIMPLIFIED										
	36377	10/12/12			205107	P	10/19/12	60000	520895	INSURANCE-HOSPITAL,GROUP	130.00

WARRANT: 1012-3 TO FISCAL 2013/06 05/01/2012 TO 04/30/2013

VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	INVOICE: 33717										
	VENDOR TOTALS	880.00 YTD INVOICED						880.00 YTD PAID			130.00
5110	INSITUFORM TECHNOLOGIES USA, INC.										
	36380	09/18/12			205108	P	10/19/12	53000	521055	PROFESSIONAL SERVICES - O	12,636.00
	INVOICE: 136393-1										
	36381	09/18/12		20120048	205108	P	10/19/12	50200	580100	CAPITAL IMPROVEMENTS	23,585.41
	INVOICE: 136393										
	VENDOR TOTALS	279,471.97 YTD INVOICED						279,471.97 YTD PAID			36,221.41
7529	INTEGRITY ENVIRONMENTAL SERVICES, INC										
	36382	10/08/12			205109	P	10/19/12	65000	580110	EQUIPMENT/CAPITAL OUTLAY	2,325.00
	INVOICE: 12-10001										
	36383	10/02/12			205109	P	10/19/12	65000	580110	EQUIPMENT/CAPITAL OUTLAY	3,650.00
	INVOICE: 12-09023										
	VENDOR TOTALS	16,275.00 YTD INVOICED						16,275.00 YTD PAID			5,975.00
466	JACKSON-HIRSH, INC										
	36385	10/04/12			205110	P	10/19/12	143100	530100	OFFICE SUPPLIES	21.55
	INVOICE: 843739										
	36385	10/04/12			205110	P	10/19/12	143200	530100	OFFICE SUPPLIES	21.54
	INVOICE: 843739										
	36385	10/04/12			205110	P	10/19/12	50100	530100	OFFICE SUPPLIES	21.54
	INVOICE: 843739										
	36385	10/04/12			205110	P	10/19/12	50200	530100	OFFICE SUPPLIES	21.54
	INVOICE: 843739										
	VENDOR TOTALS	168.24 YTD INVOICED						168.24 YTD PAID			86.17
500	JULIE, INC.										
	36384	09/30/12			205111	P	10/19/12	50100	521065	JULIE	1,534.48
	INVOICE: 2012-0619-3										
	VENDOR TOTALS	3,068.96 YTD INVOICED						3,068.96 YTD PAID			1,534.48
584	MCCANN INDUSTRIES, INC.										
	36392	10/01/12			205112	P	10/19/12	143200	530105	OPERATING SUPPLIES	62.81
	INVOICE: 1309325										
	VENDOR TOTALS	1,524.01 YTD INVOICED						1,524.01 YTD PAID			62.81
7956	MCMASTER-STAHELIN, INC										
	36391	09/07/12			205113	P	10/19/12	100	240100	ESCROWS - DEVELOPER DEPOS	797.00
	INVOICE: 00.0030										
	VENDOR TOTALS	797.00 YTD INVOICED						797.00 YTD PAID			797.00
7960	METROPOLITAN FAMILY SERVICES										

WARRANT: 1012-3 TO FISCAL 2013/06 05/01/2012 TO 04/30/2013

VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
36389	10/17/12			205114	P	10/19/12	100 240100	ESCROWS - DEVELOPER DEPOS	2,778.00
INVOICE: 20110116									
VENDOR TOTALS		2,778.00 YTD INVOICED					2,778.00 YTD PAID		2,778.00
1089 METROPOLITAN INDUSTRIES, INC.									
36390	10/05/12			205115	P	10/19/12	50100 521055	PROFESSIONAL SERVICES - O	1,335.00
INVOICE: 264680									
VENDOR TOTALS		1,335.00 YTD INVOICED					1,335.00 YTD PAID		1,335.00
5772 MILTON TOWNSHIP									
36386	10/03/12			205117	P	10/19/12	100 250950	DUE TO OTHERS	3,143.45
INVOICE: 101612									
36387	10/07/12			205116	P	10/19/12	134000 520936	SEIZED PROPERTY EXPENSES	125.00
INVOICE: 101812									
VENDOR TOTALS		8,268.45 YTD INVOICED					8,268.45 YTD PAID		3,268.45
1042 MOODY'S INVESTORS SERVICE									
36388	10/15/12			205118	P	10/19/12	55700 520840	BOND ISSUANCE COSTS	11,500.00
INVOICE: M0051076									
VENDOR TOTALS		11,500.00 YTD INVOICED					11,500.00 YTD PAID		11,500.00
1082 MUNICIPAL INS COOPERATIVE AGENCY									
36393	07/08/12			205119	P	10/19/12	60000 520870	RISK MANAGEMENT	1,000.00
INVOICE: 14536 049502									
VENDOR TOTALS		485,012.00 YTD INVOICED					485,012.00 YTD PAID		1,000.00
5841 GENUINE PARTS CO-NAPA									
36394	10/09/12			205120	P	10/19/12	65000 530105	OPERATING SUPPLIES	12.49
INVOICE: 196407									
VENDOR TOTALS		904.90 YTD INVOICED					1,009.40 YTD PAID		12.49
7917 BROOKE NEMETH									
36395	10/09/12			205121	P	10/19/12	50100 520600	DUES-SUBSCRIPTIONS-REG FE	17.50
INVOICE: ER101612									
36395	10/09/12			205121	P	10/19/12	50200 520600	DUES-SUBSCRIPTIONS-REG FE	17.50
INVOICE: ER101612									
36395	10/09/12			205121	P	10/19/12	143200 520600	DUES-SUBSCRIPTIONS-REG FE	15.00
INVOICE: ER101612									
VENDOR TOTALS		111.53 YTD INVOICED					111.53 YTD PAID		50.00
7843 ON THE MARK WATER SERVICES, INC									
36396	08/29/12			205122	P	10/19/12	50100 521055	PROFESSIONAL SERVICES - O	3,420.00
INVOICE: 1019									
36397	09/04/12			205122	P	10/19/12	50100 521055	PROFESSIONAL SERVICES - O	3,000.00

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VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	INVOICE: 1023										
	VENDOR TOTALS	15,420.00 YTD INVOICED						15,420.00 YTD PAID			6,420.00
2670	PACE SUBURBAN BUS										
	36398	09/28/12			205123	P	10/19/12	121500	520500	SENIOR TRANSPORTATION	1,481.89
	INVOICE: 217070										
	VENDOR TOTALS	6,246.47 YTD INVOICED						9,812.56 YTD PAID			1,481.89
676	PACKEY WEBB FORD, INC.										
	36400	10/11/12			205124	P	10/19/12	65000	530310	PARTS PURCHASED	-40.28
	INVOICE: 117510										
	36401	10/10/12			205124	P	10/19/12	65000	530310	PARTS PURCHASED	145.88
	INVOICE: 117486										
	36402	10/11/12			205124	P	10/19/12	65000	521180	REPAIRS-CONTRACTUAL/LABOR	99.95
	INVOICE: C03321										
	VENDOR TOTALS	6,745.41 YTD INVOICED						6,776.91 YTD PAID			205.55
1628	RICK PATSCH										
	36403	10/02/12			205125	P	10/19/12	65000	521055	PROFESSIONAL SERVICES - O	65.00
	INVOICE: ER101812										
	VENDOR TOTALS	219.38 YTD INVOICED						219.38 YTD PAID			65.00
5594	CARL/SUSAN PELLETTIERI										
	36406	10/17/12			205126	P	10/19/12	100	240100	ESCROWS - DEVELOPER DEPOS	4,488.00
	INVOICE: 20120593										
	VENDOR TOTALS	4,988.00 YTD INVOICED						4,988.00 YTD PAID			4,488.00
694	PERSONNEL SYSTEMS CORP.										
	36399	10/11/12			205127	P	10/19/12	121200	520615	RECRUITING AND TESTING	250.00
	INVOICE: 15445										
	VENDOR TOTALS	250.00 YTD INVOICED						250.00 YTD PAID			250.00
703	PLANNING RESOURCES, INC.										
	36407	09/19/12			205128	P	10/19/12	100	240100	ESCROWS - DEVELOPER DEPOS	172.50
	INVOICE: 10583										
	36408	09/19/12			205128	P	10/19/12	100	240100	ESCROWS - DEVELOPER DEPOS	726.08
	INVOICE: 10584										
	36409	09/19/12			205128	P	10/19/12	40000	580100 00505	RIFORD RD RECONSTRUCTION	467.14
	INVOICE: 10585										
	VENDOR TOTALS	5,864.99 YTD INVOICED						7,770.20 YTD PAID			1,365.72
6552	PROVANTAGE CORPORATION										
	36404	10/09/12			205129	P	10/19/12	134000	530100	OFFICE SUPPLIES	54.89
	INVOICE: 6482706										

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VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
36405 INVOICE: 6485668	10/11/12			205129	P	10/19/12	122000	570110	COMPUTER EQUIPMENT/PROJEC	102.07
VENDOR TOTALS		9,829.47 YTD INVOICED						9,829.47 YTD PAID		156.96
6927 REGIONAL TRUCK EQUIPMENT CO										
36410 INVOICE: 178164	10/08/12			205130	P	10/19/12	65000	530310	PARTS PURCHASED	117.01
VENDOR TOTALS		6,066.69 YTD INVOICED						6,066.69 YTD PAID		117.01
6514 REPUBLIC SERVICES, INC.										
36412 INVOICE: 551-009721288	09/30/12			205131	P	10/19/12	540	150120	BFI STICKER INVENTORY - L	15,000.00
VENDOR TOTALS		523,163.12 YTD INVOICED						698,264.53 YTD PAID		15,000.00
7961 ROBERT W BAIRD & CO, INC										
36434 INVOICE: 101812	10/15/12			205132	P	10/19/12	55700	520840	BOND ISSUANCE COSTS	15,333.22
VENDOR TOTALS		15,333.22 YTD INVOICED						15,333.22 YTD PAID		15,333.22
762 ROSCOE COMPANY										
36411 INVOICE: 1217361	10/11/12			205133	P	10/19/12	143100	520970	MAINTENANCE-BUILDING & GR	27.11
36411 INVOICE: 1217361	10/11/12			205133	P	10/19/12	65000	521125	LEASED EQUIPMENT	71.54
VENDOR TOTALS		1,165.75 YTD INVOICED						1,262.94 YTD PAID		98.65
774 SCHEFFLER'S FLOWERS										
36416 INVOICE: 4602	10/01/12			205134	P	10/19/12	143200	521057	CBD APPEARANCE	1,000.00
VENDOR TOTALS		6,818.00 YTD INVOICED						7,818.00 YTD PAID		1,000.00
7116 THEOPHILUS SCHMID TRUST B										
36437 INVOICE: FY13-7	10/18/12			205135	P	10/19/12	53000	521155	RENTAL-LEASE	500.00
VENDOR TOTALS		3,500.00 YTD INVOICED						3,500.00 YTD PAID		500.00
7952 CHRISTY SNIDER										
36304 INVOICE: 36304	10/16/12			205136	P	10/19/12	540	120210	ACOUNTS RECV - UTILITY BI	23.52
VENDOR TOTALS		23.52 YTD INVOICED						23.52 YTD PAID		23.52
806 STANDARD EQUIPMENT COMPANY										
36419	09/19/12			205137	P	10/19/12	50200	520975	MAINTENANCE-EQUIPMENT	172.70

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VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
INVOICE: C77953										
VENDOR TOTALS	4,624.45 YTD INVOICED						6,137.88 YTD PAID			172.70
2687 STAPLES CONTRACT & COMMERCIAL, INC.										
36417 INVOICE: 114806142	09/27/12			205138	P	10/19/12	143100	530100	OFFICE SUPPLIES	18.54
36417 INVOICE: 114806142	09/27/12			205138	P	10/19/12	143200	530100	OFFICE SUPPLIES	18.54
36417 INVOICE: 114806142	09/27/12			205138	P	10/19/12	50100	530100	OFFICE SUPPLIES	18.54
36417 INVOICE: 114806142	09/27/12			205138	P	10/19/12	50200	530100	OFFICE SUPPLIES	18.53
VENDOR TOTALS	1,505.49 YTD INVOICED						1,640.03 YTD PAID			74.15
5018 SUBURBAN LABORATORIES, INC.										
36418 INVOICE: 21747	09/30/12			205139	P	10/19/12	50100	521055	PROFESSIONAL SERVICES - O	849.00
VENDOR TOTALS	2,794.50 YTD INVOICED						2,956.00 YTD PAID			849.00
835 SUPERIOR BEVERAGE CO.										
36413 INVOICE: 523897	10/11/12			205140	P	10/19/12	55730	530400	BEER AND WINE	140.50
VENDOR TOTALS	6,472.40 YTD INVOICED						6,472.40 YTD PAID			140.50
844 SYSCO FOOD SERV - CHICAGO, INC										
36414 INVOICE: 1619885	10/10/12			205141	P	10/19/12	55730	530410	DRY GOODS	-56.51
36414 INVOICE: 1619885	10/10/12			205141	P	10/19/12	55730	530420	FOOD/RESALE	-23.05
36415 INVOICE: 210101614	10/10/12			205141	P	10/19/12	55730	530405	BEVERAGES/RESALE	13.77
36415 INVOICE: 210101614	10/10/12			205141	P	10/19/12	55720	530105	OPERATING SUPPLIES	181.56
36415 INVOICE: 210101614	10/10/12			205141	P	10/19/12	55730	530105	OPERATING SUPPLIES	11.32
36415 INVOICE: 210101614	10/10/12			205141	P	10/19/12	55730	530410	DRY GOODS	33.77
36415 INVOICE: 210101614	10/10/12			205141	P	10/19/12	55730	530420	FOOD/RESALE	300.10
VENDOR TOTALS	65,609.86 YTD INVOICED						66,954.07 YTD PAID			460.96
854 TERRACE SUPPLY COMPANY										
36422 INVOICE: 919245	09/30/12			205142	P	10/19/12	65000	521125	LEASED EQUIPMENT	6.60

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VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO		CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
VENDOR TOTALS		96.39	YTD INVOICED				115.29	YTD PAID		6.60
871 TOWN & COUNTRY GARAGE DOOR INC										
36420	08/17/12			205143	P	10/19/12	121300	530105	OPERATING SUPPLIES	266.00
INVOICE: 3031										
VENDOR TOTALS		3,570.50	YTD INVOICED				3,570.50	YTD PAID		266.00
872 TRAFFIC CONTROL & PROTECTION INC										
36423	10/02/12			205144	P	10/19/12	143200	520995	MAINTENANCE-SIGNS	223.50
INVOICE: 75122										
VENDOR TOTALS		2,277.80	YTD INVOICED				2,565.80	YTD PAID		223.50
1007 TYLER TECHNOLOGIES, INC.										
36421	10/05/12			205145	P	10/19/12	122000	521055	PROFESSIONAL SERVICES - O	587.50
INVOICE: 45-75135										
VENDOR TOTALS		1,285.45	YTD INVOICED				1,285.45	YTD PAID		587.50
886 U.S. VENTURE, INC										
36424	09/25/12			205146	P	10/19/12	65000	530310	PARTS PURCHASED	312.50
INVOICE: 7510316										
36425	10/03/12			205146	P	10/19/12	65000	530310	PARTS PURCHASED	-21.24
INVOICE: 8185749										
VENDOR TOTALS		852.40	YTD INVOICED				852.40	YTD PAID		291.26
7962 MICHAEL J VAI										
36436	10/17/12			205147	P	10/19/12	126500	520406	FACADE/RETAIL GRANT PROGR	6,670.37
INVOICE: 101812										
VENDOR TOTALS		6,670.37	YTD INVOICED				6,670.37	YTD PAID		6,670.37
911 AURORA LAUNDRY COMPANY, INC										
36426	10/10/12			205148	P	10/19/12	55730	530445	UNIFORMS	15.84
INVOICE: 55996										
36426	10/10/12			205148	P	10/19/12	55730	530105	OPERATING SUPPLIES	37.68
INVOICE: 55996										
36426	10/10/12			205148	P	10/19/12	55720	530105	OPERATING SUPPLIES	2.10
INVOICE: 55996										
VENDOR TOTALS		1,315.11	YTD INVOICED				1,370.73	YTD PAID		55.62
4734 VEOLIA ES SOLID WASTE MIDWEST, LLC										
36427	09/25/12			205149	P	10/19/12	54000	521120	DISPOSAL COST	405.24
INVOICE: TB0000010645										
VENDOR TOTALS		4,582.61	YTD INVOICED				4,838.06	YTD PAID		405.24

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VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
935	WATER RESOURCES INC.										
	36429	07/25/12			205150	P	10/19/12	50100	521015	MAINTENANCE-WATER METERS	7,703.64
	INVOICE: 27256										
	VENDOR TOTALS		33,393.51 YTD INVOICED						33,570.10 YTD PAID		7,703.64
7959	JOYCE A WEBB										
	36428	10/17/12			205151	P	10/19/12	100	240100	ESCROWS - DEVELOPER DEPOS	8,722.13
	INVOICE: 20100620										
	VENDOR TOTALS		8,722.13 YTD INVOICED						8,722.13 YTD PAID		8,722.13
3370	RAY WHALEN BUILDERS INC.										
	36432	10/17/12			205152	P	10/19/12	100	240100	ESCROWS - DEVELOPER DEPOS	4,175.00
	INVOICE: 26003-1										
	36433	10/17/12			205152	P	10/19/12	100	240100	ESCROWS - DEVELOPER DEPOS	3,847.00
	INVOICE: 26474-1										
	VENDOR TOTALS		8,022.00 YTD INVOICED						8,022.00 YTD PAID		8,022.00
957	WHOLESALE DIRECT INC										
	36430	10/05/12			205153	P	10/19/12	65000	530310	PARTS PURCHASED	414.94
	INVOICE: 195749										
	VENDOR TOTALS		1,727.99 YTD INVOICED						2,137.99 YTD PAID		414.94
6906	ZIMMERMAN FORD LINCOLN MERCURY, INC										
	36431	10/04/12			205154	P	10/19/12	65000	521180	REPAIRS-CONTRACTUAL/LABOR	2,980.00
	INVOICE: 67932										
	36431	10/04/12			205154	P	10/19/12	65000	521185	REPAIRS-CONTRACTUAL/PARTS	2,586.88
	INVOICE: 67932										
	VENDOR TOTALS		63,590.24 YTD INVOICED						63,590.24 YTD PAID		5,566.88
										REPORT TOTALS	365,173.22

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	85	365,173.22

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VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
27 A-LEN RADIATOR & AUTOMOTIVE INC										
36444 INVOICE: 44544	10/16/12			205158	P	10/26/12	65000	521180	REPAIRS-CONTRACTUAL/LABOR	425.00
VENDOR TOTALS	2,462.00 YTD INVOICED							2,462.00 YTD PAID		425.00
2021 A-RELIABLE PRINTING										
36445 INVOICE: 12957	10/05/12			205159	P	10/26/12	134000	520905	PRINTING	260.00
36508 INVOICE: 13016	10/17/12			205159	P	10/26/12	126500	520905	PRINTING	75.00
VENDOR TOTALS	6,650.22 YTD INVOICED							7,116.99 YTD PAID		335.00
5217 ROSELAND INDUSTRIES, INC										
36502 INVOICE: 13737-3	09/05/12			205160	P	10/26/12	55720	530105	OPERATING SUPPLIES	3,955.10
36503 INVOICE: 13710-5	08/03/12			205160	P	10/26/12	55730	530105	OPERATING SUPPLIES	345.78
36503 INVOICE: 13710-5	08/03/12			205160	P	10/26/12	55720	530105	OPERATING SUPPLIES	345.78
36504 INVOICE: 13774-2	10/05/12			205160	P	10/26/12	55720	530105	OPERATING SUPPLIES	834.30
36505 INVOICE: 13767-2	09/26/12			205160	P	10/26/12	55720	530105	OPERATING SUPPLIES	515.58
36506 INVOICE: 13750-2	09/07/12			205160	P	10/26/12	55720	530105	OPERATING SUPPLIES	241.53
36507 INVOICE: 13754-1	09/13/12			205160	P	10/26/12	55720	530105	OPERATING SUPPLIES	668.99
36629 INVOICE: 13616-9	07/09/12			205160	P	10/26/12	55720	530105	OPERATING SUPPLIES	386.90
VENDOR TOTALS	16,348.06 YTD INVOICED							16,348.06 YTD PAID		7,293.96
1641 AUTO BODY TECHNIQUES										
36510 INVOICE: 102512	10/06/12			205161	P	10/26/12	134000	520935	IMPOUND FEES	160.00
VENDOR TOTALS	320.00 YTD INVOICED							320.00 YTD PAID		160.00
7645 ACRES ENTERPRISES, INC										
36511 INVOICE: AEI_0136916	10/01/12		20130004	205162	P	10/26/12	121600	520970	MAINTENANCE-BUILDING & GR	250.00
36511 INVOICE: AEI_0136916	10/01/12		20130004	205162	P	10/26/12	135000	520970	MAINTENANCE-BUILDING & GR	150.00
36511 INVOICE: AEI_0136916	10/01/12		20130004	205162	P	10/26/12	143200	520970	MAINTENANCE-BUILDING & GR	3,000.00
36511 INVOICE: AEI_0136916	10/01/12		20130004	205162	P	10/26/12	50100	520970	MAINTENANCE-BUILDING & GR	612.75
36511 INVOICE: AEI_0136916	10/01/12		20130004	205162	P	10/26/12	53000	520970	MAINTENANCE-BUILDING & GR	1,300.00

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VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS	34,971.83 YTD INVOICED						40,284.58 YTD PAID			5,312.75
7966	KAY ADKINS										
	36443	10/01/12			205163	P	10/26/12	100	240100	ESCROWS - DEVELOPER DEPOS	100.00
	INVOICE: 100212										
	VENDOR TOTALS	100.00 YTD INVOICED						100.00 YTD PAID			100.00
1109	AMERICAN CANCER SOCIETY										
	36478	10/23/12			205164	P	10/26/12	121200	520305	EMPLOYEE RECOGNITION	50.00
	INVOICE: 102312										
	VENDOR TOTALS	50.00 YTD INVOICED						50.00 YTD PAID			50.00
67	ATLAS REFRIGERATION, INC.										
	36501	10/02/12			205165	P	10/26/12	55735	520975	MAINTENANCE-EQUIPMENT	285.00
	INVOICE: 16383										
	VENDOR TOTALS	501.33 YTD INVOICED						501.33 YTD PAID			285.00
79	BARONE'S OF GLEN ELLYN INC										
	36446	09/12/12			205166	P	10/26/12	134000	530105	OPERATING SUPPLIES	49.30
	INVOICE: 102312										
	VENDOR TOTALS	599.30 YTD INVOICED						599.30 YTD PAID			49.30
6832	POWER UP BATTERIES LLC										
	36447	10/10/12			205167	P	10/26/12	50100	530105	OPERATING SUPPLIES	33.12
	INVOICE: 487-221453										
	36447	10/10/12			205167	P	10/26/12	50200	530105	OPERATING SUPPLIES	33.12
	INVOICE: 487-221453										
	VENDOR TOTALS	688.45 YTD INVOICED						784.67 YTD PAID			66.24
82	BELL FUELS, INC.										
	36512	09/17/12			205168	P	10/26/12	55710	530300	GAS AND OIL	1,593.10
	INVOICE: 178755										
	36513	10/16/12			205168	P	10/26/12	65000	530300	GAS AND OIL	4,477.35
	INVOICE: 180118										
	36514	10/16/12			205168	P	10/26/12	65000	530300	GAS AND OIL	2,597.91
	INVOICE: 180119										
	36515	09/17/12			205168	P	10/26/12	55710	530300	GAS AND OIL	1,200.00
	INVOICE: 178756										
	36515	09/17/12			205168	P	10/26/12	55780	530300	GAS AND OIL	1,757.56
	INVOICE: 178756										
	VENDOR TOTALS	122,957.67 YTD INVOICED						127,024.80 YTD PAID			11,625.92
74	B & F TECHNICAL CODE SERVICES, INC.										
	36516	10/10/12			205169	P	10/26/12	126000	521048	BUILDING REVIEWS	1,306.03

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VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
INVOICE: 35857										
36517	10/10/12			205169	P	10/26/12	126000	521048	BUILDING REVIEWS	2,151.75
INVOICE: 35847										
36518	10/08/12			205169	P	10/26/12	126000	521048	BUILDING REVIEWS	142.31
INVOICE: 35813										
36519	10/08/12			205169	P	10/26/12	126000	521048	BUILDING REVIEWS	1,015.90
INVOICE: 35816										
36520	09/28/12			205169	P	10/26/12	126000	521048	BUILDING REVIEWS	1,052.80
INVOICE: 35797										
VENDOR TOTALS		23,938.12 YTD INVOICED						24,943.87 YTD PAID		5,668.79
1225 CHECKPOINT PRESS, INC										
36448	09/28/12			205170	P	10/26/12	134000	520615	RECRUITING AND TESTING	397.00
INVOICE: 23840										
VENDOR TOTALS		397.00 YTD INVOICED						397.00 YTD PAID		397.00
3955 BURRIS EQUIPMENT CO.										
36521	10/16/12			205171	P	10/26/12	55700	580110	EQUIPMENT/CAPITAL OUTLAY	6,300.00
INVOICE: WS04929										
VENDOR TOTALS		6,300.00 YTD INVOICED						6,300.00 YTD PAID		6,300.00
5354 UNITED COMMUNICATION SYSTEMS										
36633	10/15/12			205172	P	10/26/12	134000	521195	TELECOMMUNICATIONS	419.57
INVOICE: 36633										
36633	10/15/12			205172	P	10/26/12	143200	520915	ESDA EXPENSE	134.95
INVOICE: 36633										
36633	10/15/12			205172	P	10/26/12	143100	521195	TELECOMMUNICATIONS	219.79
INVOICE: 36633										
36633	10/15/12			205172	P	10/26/12	122000	521195	TELECOMMUNICATIONS	2,007.86
INVOICE: 36633										
36633	10/15/12			205172	P	10/26/12	50100	521195	TELECOMMUNICATIONS	145.64
INVOICE: 36633										
36633	10/15/12			205172	P	10/26/12	50200	521195	TELECOMMUNICATIONS	86.70
INVOICE: 36633										
36633	10/15/12			205172	P	10/26/12	121600	521195	TELECOMMUNICATIONS	23.61
INVOICE: 36633										
36633	10/15/12			205172	P	10/26/12	55710	521195	TELECOMMUNICATIONS	208.15
INVOICE: 36633										
36633	10/15/12			205172	P	10/26/12	55720	521195	TELECOMMUNICATIONS	217.92
INVOICE: 36633										
36633	10/15/12			205172	P	10/26/12	55730	521195	TELECOMMUNICATIONS	100.00
INVOICE: 36633										
36633	10/15/12			205172	P	10/26/12	55750	521195	TELECOMMUNICATIONS	130.54
INVOICE: 36633										
36633	10/15/12			205172	P	10/26/12	135000	521195	TELECOMMUNICATIONS	465.33
INVOICE: 36633										

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VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS	23,574.09 YTD INVOICED						23,574.09 YTD PAID			4,160.06
1854	CARTEGRAPH SYSTEMS INC.										
	36453	10/12/12			205173	P	10/26/12	50100	521055	PROFESSIONAL SERVICES - O	5,150.00
	INVOICE: 37027										
	36453	10/12/12			205173	P	10/26/12	50200	521055	PROFESSIONAL SERVICES - O	5,150.00
	INVOICE: 37027										
	VENDOR TOTALS	18,371.88 YTD INVOICED						18,371.88 YTD PAID			10,300.00
137	CDW GOVERNMENT, INC.										
	36449	10/12/12			205174	P	10/26/12	122000	521055	PROFESSIONAL SERVICES - O	150.14
	INVOICE: R880871										
	36450	10/16/12			205174	P	10/26/12	122000	570110	COMPUTER EQUIPMENT/PROJEC	1,219.40
	INVOICE: S040793										
	VENDOR TOTALS	2,036.43 YTD INVOICED						2,036.43 YTD PAID			1,369.54
6043	CHICAGO PARTS & SOUND LLC										
	36451	10/16/12			205175	P	10/26/12	65000	530310	PARTS PURCHASED	87.74
	INVOICE: 480299										
	36526	10/23/12			205175	P	10/26/12	65000	530310	PARTS PURCHASED	39.36
	INVOICE: 481640										
	VENDOR TOTALS	5,304.90 YTD INVOICED						5,668.37 YTD PAID			127.10
6831	CLARK BAIRD SMITH LLP/FKA-SGDB LAWFIRM LLP										
	36455	10/03/12			205176	P	10/26/12	134000	521055	PROFESSIONAL SERVICES - O	5,162.50
	INVOICE: 2495										
	VENDOR TOTALS	9,496.25 YTD INVOICED						9,496.25 YTD PAID			5,162.50
167	CLEMENT COMMUNICATIONS, INC.										
	36452	10/09/12			205177	P	10/26/12	50100	530225	SAFETY SUPPLIES	68.70
	INVOICE: 9319369876										
	36452	10/09/12			205177	P	10/26/12	50200	530225	SAFETY SUPPLIES	68.71
	INVOICE: 9319369876										
	VENDOR TOTALS	137.41 YTD INVOICED						137.41 YTD PAID			137.41
175	COMMONWEALTH EDISON COMPANY										
	36454	10/09/12			205180	P	10/26/12	21000	521190	STREET LIGHTING/ENERGY CO	182.42
	INVOICE: 36454										
	36522	10/19/12			205178	P	10/26/12	55700	580100	CAPITAL IMPROVEMENTS	1,000.00
	INVOICE: 102512										
	36523	10/12/12			205179	P	10/26/12	55710	521200	UTILITIES	1,715.50
	INVOICE: 36523										
	36523	10/12/12			205179	P	10/26/12	55720	521200	UTILITIES	1,166.54
	INVOICE: 36523										
	36523	10/12/12			205179	P	10/26/12	55730	521200	UTILITIES	548.95

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VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	INVOICE: 36523										
	36524	10/13/12			205179	P	10/26/12	143200	520915	ESDA EXPENSE	50.88
	INVOICE: 36524										
	36524	10/13/12			205179	P	10/26/12	21000	521190	STREET LIGHTING/ENERGY CO	199.58
	INVOICE: 36524										
	36524	10/13/12			205179	P	10/26/12	53000	521200	UTILITIES	32.64
	INVOICE: 36524										
	36525	10/12/12			205180	P	10/26/12	50100	521200	UTILITIES	764.12
	INVOICE: 36525										
	VENDOR TOTALS		35,446.28 YTD INVOICED						42,495.22 YTD PAID		5,660.63
4876	CONSTELLATION NEWENERGY, INC.										
	36527	10/13/12			205181	P	10/26/12	21000	521190	STREET LIGHTING/ENERGY CO	6,431.32
	INVOICE: 200211300280										
	36528	10/13/12			205181	P	10/26/12	21000	521190	STREET LIGHTING/ENERGY CO	436.06
	INVOICE: 200211700270										
	36529	10/13/12			205181	P	10/26/12	21000	521190	STREET LIGHTING/ENERGY CO	189.41
	INVOICE: 200211200270										
	36530	10/13/12			205181	P	10/26/12	21000	521190	STREET LIGHTING/ENERGY CO	338.18
	INVOICE: 200211500270										
	36531	10/12/12			205181	P	10/26/12	21000	521190	STREET LIGHTING/ENERGY CO	386.11
	INVOICE: 200211600570										
	VENDOR TOTALS		7,781.08 YTD INVOICED						7,781.08 YTD PAID		7,781.08
204	DAILY HERALD										
	36617	10/23/12			205182	P	10/26/12	134000	520600	DUES-SUBSCRIPTIONS-REG FE	205.40
	INVOICE: 102512										
	VENDOR TOTALS		5,273.00 YTD INVOICED						5,609.95 YTD PAID		205.40
225	THE DIRECT RESPONSE RESOURCE, INC.										
	36456	10/08/12			205183	P	10/26/12	50100	521055	PROFESSIONAL SERVICES - O	368.75
	INVOICE: 12-GE10										
	36456	10/08/12			205183	P	10/26/12	50200	521055	PROFESSIONAL SERVICES - O	368.75
	INVOICE: 12-GE10										
	36456	10/08/12			205183	P	10/26/12	54000	521055	PROFESSIONAL SERVICES - O	737.50
	INVOICE: 12-GE10										
	36456	10/08/12			205183	P	10/26/12	135000	521055	PROFESSIONAL SERVICES - O	150.00
	INVOICE: 12-GE10										
	VENDOR TOTALS		38,369.65 YTD INVOICED						39,028.83 YTD PAID		1,625.00
228	DITCH WITCH OF ILLLINOIS										
	36458	10/12/12			205184	P	10/26/12	50100	521055	PROFESSIONAL SERVICES - O	416.96
	INVOICE: C12524										
	36459	10/12/12			205184	P	10/26/12	50100	521055	PROFESSIONAL SERVICES - O	353.55
	INVOICE: C12525										

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VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS	770.51 YTD INVOICED					770.51 YTD PAID				770.51
241	DU-COMM										
	36460	10/01/12			205185	P	10/26/12	134000	520920	DU-COMM	90,831.00
	INVOICE: 14742										
	VENDOR TOTALS	363,915.20 YTD INVOICED					363,915.20 YTD PAID				90,831.00
2558	R. W. DUNTEMAN COMPANY										
	36607	09/29/12		20130001	205186	P	10/26/12	40000	580160 12001	STREET IMPROVEMENTS	158,653.08
	INVOICE: 120706										
	36607	09/29/12		20130001	205186	P	10/26/12	50100	580100 12001	CAPITAL IMPROVEMENTS	22,543.48
	INVOICE: 120706										
	36607	09/29/12		20130001	205186	P	10/26/12	50200	580100 12001	CAPITAL IMPROVEMENTS	11,993.63
	INVOICE: 120706										
	VENDOR TOTALS	3,190,542.45 YTD INVOICED					3,405,908.56 YTD PAID				193,190.19
246	DUPAGE COUNTY ANIMAL CARE AND CONTROL										
	36532	09/01/12			205187	P	10/26/12	134000	521055	PROFESSIONAL SERVICES - O	150.00
	INVOICE: 328-18457										
	VENDOR TOTALS	220.00 YTD INVOICED					220.00 YTD PAID				150.00
1279	DUPAGE COUNTY CHIEFS OF POLICE ASSN										
	36457	10/23/12			205156	P	10/23/12	134000	520600	DUES-SUBSCRIPTIONS-REG FE	25.00
	INVOICE: 102312										
	VENDOR TOTALS	115.00 YTD INVOICED					115.00 YTD PAID				25.00
256	DUPAGE MAYORS & MANAGERS CONF.										
	36533	10/10/12			205188	P	10/26/12	121200	521230	PUBLIC RELATIONS	40.00
	INVOICE: 7227										
	VENDOR TOTALS	24,668.60 YTD INVOICED					24,708.60 YTD PAID				40.00
5111	ELECTRICAL CONTRACTORS INC.										
	36535	10/17/12			205189	P	10/26/12	65000	520970	MAINTENANCE-BUILDING & GR	217.00
	INVOICE: 58761										
	VENDOR TOTALS	217.00 YTD INVOICED					217.00 YTD PAID				217.00
285	ENVIRONMENTAL SYSTEMS RESEARCH INST, INC										
	36461	10/17/12			205190	P	10/26/12	126000	580110	EQUIPMENT/CAPITAL OUTLAY	1,800.00
	INVOICE: 92561562										
	VENDOR TOTALS	7,091.26 YTD INVOICED					7,091.26 YTD PAID				1,800.00
291	EUCLID BEVERAGE, LTD										
	36534	10/19/12			205191	P	10/26/12	55730	530400	BEER AND WINE	72.20

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VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	INVOICE: 2354701899									
	VENDOR TOTALS	27,386.20 YTD INVOICED						28,225.30 YTD PAID		72.20
6745	FARMER BROS CO									
	36536	10/17/12			205192	P	10/26/12	55730	530405 BEVERAGES/RESALE	100.53
	INVOICE: 57351586									
	VENDOR TOTALS	2,032.98 YTD INVOICED						2,151.08 YTD PAID		100.53
299	FAULKS BROS. CONSTRUCTION, INC.									
	36537	10/11/12			205193	P	10/26/12	55710	530435 SOD,SEED,SAND & GRAVEL	2,145.68
	INVOICE: 186447									
	VENDOR TOTALS	29,266.61 YTD INVOICED						29,266.61 YTD PAID		2,145.68
300	FBINAA - NORTHERN DIVISION									
	36442	10/23/12			205157	P	10/23/12	134000	520600 DUES-SUBSCRIPTIONS-REG FE	75.00
	INVOICE: 102312									
	VENDOR TOTALS	1,425.00 YTD INVOICED						1,425.00 YTD PAID		75.00
7971	MARK FRANZ									
	36538	10/11/12			205194	P	10/26/12	121200	520625 TRAVEL	135.00
	INVOICE: ER102512									
	VENDOR TOTALS	135.00 YTD INVOICED						135.00 YTD PAID		135.00
6961	GFS MARKETPLACE LLC									
	36540	10/13/12			205195	P	10/26/12	55730	530405 BEVERAGES/RESALE	5.98
	INVOICE: 770122752									
	36540	10/13/12			205195	P	10/26/12	55730	530420 FOOD/RESALE	168.20
	INVOICE: 770122752									
	36541	10/12/12			205195	P	10/26/12	55730	530420 FOOD/RESALE	209.32
	INVOICE: 770122700									
	36541	10/12/12			205195	P	10/26/12	55730	530105 OPERATING SUPPLIES	4.29
	INVOICE: 770122700									
	VENDOR TOTALS	1,518.13 YTD INVOICED						1,518.13 YTD PAID		387.79
5947	GLEN ELLYN BANK & TRUST									
	899838	10/25/12			10384	W	10/16/12	122000	520835 BANKING SERVICES	798.75
	INVOICE: GEBT-44									
	VENDOR TOTALS	4,324.03 YTD INVOICED						5,306.33 YTD PAID		798.75
355	GLEN ELLYN PUBLIC LIBRARY									
	PPRT-51	10/25/12			10386	W	10/25/12	1000	410300 PPRT	3,774.29
	INVOICE: PPRT-56									

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VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS	13,832.86 YTD INVOICED							13,832.86 YTD PAID		3,774.29
360	GLENBARD W. W. TREATMENT PLT.										
	328215	10/25/12			10385	W	10/26/12	50200	521130	PAYMENT TO GWA	252,453.95
	INVOICE: FY13-6										
	VENDOR TOTALS	1,508,564.37 YTD INVOICED							1,508,564.37 YTD PAID		252,453.95
5668	GLOBE CONSTRUCTION INC.										
	36542	10/15/12			205196	P	10/26/12	40000	520990	CONTRACT STREET MAINTENAN	19,991.00
	INVOICE: 201268-1										
	36634	10/15/12		20120042	205196	P	10/26/12	40000	580155	SIDEWALK IMPROVEMENTS	24,908.50
	INVOICE: 201268										
	VENDOR TOTALS	66,479.50 YTD INVOICED							89,182.00 YTD PAID		44,899.50
6222	CHARLES T.E. MUNSON										
	36544	10/10/12			205197	P	10/26/12	55750	520945	PRODUCTS/RESALE	120.00
	INVOICE: 2682										
	VENDOR TOTALS	220.00 YTD INVOICED							220.00 YTD PAID		120.00
7298	GREENSCAPE HOMES LLC										
	36539	10/25/12			205198	P	10/26/12	100	240100	ESCROWS - DEVELOPER DEPOS	4,998.75
	INVOICE: 20110972										
	VENDOR TOTALS	11,673.75 YTD INVOICED							11,673.75 YTD PAID		4,998.75
7972	HENDERSON PRODUCTS, INC										
	36547	10/18/12			205199	P	10/26/12	65000	530105	OPERATING SUPPLIES	72.00
	INVOICE: S8-01106										
	VENDOR TOTALS	72.00 YTD INVOICED							72.00 YTD PAID		72.00
6405	HIGHLAND BAKING CO										
	36545	10/20/12			205200	P	10/26/12	55730	530420	FOOD/RESALE	51.32
	INVOICE: 404289										
	36546	10/15/12			205200	P	10/26/12	55730	530420	FOOD/RESALE	42.23
	INVOICE: 401836										
	VENDOR TOTALS	7,922.86 YTD INVOICED							8,039.71 YTD PAID		93.55
414	ILLINOIS DEPT. OF REVENUE										
	ST-1-85	10/23/12			10383	W	10/22/12	55700	520955	SALES TAXES - LINKS	7,955.00
	INVOICE: ST-1-86										
	VENDOR TOTALS	47,612.68 YTD INVOICED							51,950.68 YTD PAID		7,955.00
416	ILLINOIS FIRE & POLICE COMM ASSOC.										
	36465	10/01/12			205201	P	10/26/12	134000	520600	DUES-SUBSCRIPTIONS-REG FE	375.00

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VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	INVOICE: 102312										
	VENDOR TOTALS		375.00 YTD INVOICED						375.00 YTD PAID		375.00
420	ILLINOIS PAPER COMPANY										
	36462	10/15/12			205202	P	10/26/12	121100	530100	OFFICE SUPPLIES	9.60
	INVOICE: IM17564										
	36462	10/15/12			205202	P	10/26/12	121200	530100	OFFICE SUPPLIES	53.76
	INVOICE: IM17564										
	36462	10/15/12			205202	P	10/26/12	121300	530100	OFFICE SUPPLIES	9.60
	INVOICE: IM17564										
	36462	10/15/12			205202	P	10/26/12	122000	530100	OFFICE SUPPLIES	9.60
	INVOICE: IM17564										
	36462	10/15/12			205202	P	10/26/12	126000	530100	OFFICE SUPPLIES	53.76
	INVOICE: IM17564										
	36462	10/15/12			205202	P	10/26/12	126500	530100	OFFICE SUPPLIES	1.92
	INVOICE: IM17564										
	36462	10/15/12			205202	P	10/26/12	134000	530100	OFFICE SUPPLIES	53.76
	INVOICE: IM17564										
	36463	09/28/12			205202	P	10/26/12	121100	530100	OFFICE SUPPLIES	16.00
	INVOICE: IN15032										
	36463	09/28/12			205202	P	10/26/12	121200	530100	OFFICE SUPPLIES	89.60
	INVOICE: IN15032										
	36463	09/28/12			205202	P	10/26/12	121300	530100	OFFICE SUPPLIES	16.00
	INVOICE: IN15032										
	36463	09/28/12			205202	P	10/26/12	122000	530100	OFFICE SUPPLIES	16.00
	INVOICE: IN15032										
	36463	09/28/12			205202	P	10/26/12	126000	530100	OFFICE SUPPLIES	89.60
	INVOICE: IN15032										
	36463	09/28/12			205202	P	10/26/12	126500	530100	OFFICE SUPPLIES	3.20
	INVOICE: IN15032										
	36463	09/28/12			205202	P	10/26/12	134000	530100	OFFICE SUPPLIES	89.60
	INVOICE: IN15032										
	36464	10/11/12			205202	P	10/26/12	121100	530100	OFFICE SUPPLIES	-9.60
	INVOICE: CR1831										
	36464	10/11/12			205202	P	10/26/12	121200	530100	OFFICE SUPPLIES	-53.76
	INVOICE: CR1831										
	36464	10/11/12			205202	P	10/26/12	121300	530100	OFFICE SUPPLIES	-9.60
	INVOICE: CR1831										
	36464	10/11/12			205202	P	10/26/12	122000	530100	OFFICE SUPPLIES	-9.60
	INVOICE: CR1831										
	36464	10/11/12			205202	P	10/26/12	126000	530100	OFFICE SUPPLIES	-53.76
	INVOICE: CR1831										
	36464	10/11/12			205202	P	10/26/12	126500	530100	OFFICE SUPPLIES	-1.92
	INVOICE: CR1831										
	36464	10/11/12			205202	P	10/26/12	134000	530100	OFFICE SUPPLIES	-53.76
	INVOICE: CR1831										
	VENDOR TOTALS		3,299.92 YTD INVOICED						3,299.92 YTD PAID		320.00
427	ILLINOIS STATE TREASURER										

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VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	36467	10/19/12			205203	P	10/26/12	100	200300	UNCLAIMED PROPERTY	441.18
	INVOICE: 2012UNCPROP										
	36548	10/18/12			205204	P	10/26/12	143200	521040	MAINTENANCE-TRAFFIC SIGNA	3,312.00
	INVOICE: 39409										
	VENDOR TOTALS		11,619.63 YTD INVOICED						11,619.63 YTD PAID		3,753.18
7967	SARAH INEICH										
	36466	10/19/12			205205	P	10/26/12	5300	440530	LEASED PARKING LOT FEES	18.34
	INVOICE: PR102312										
	VENDOR TOTALS		18.34 YTD INVOICED						18.34 YTD PAID		18.34
6470	JOHN S NEENAN										
	36549	10/08/12			205206	P	10/26/12	55700	580100	CAPITAL IMPROVEMENTS	585.00
	INVOICE: 77784										
	36550	10/03/12			205206	P	10/26/12	55700	580100	CAPITAL IMPROVEMENTS	505.70
	INVOICE: 77778										
	VENDOR TOTALS		1,235.70 YTD INVOICED						1,235.70 YTD PAID		1,090.70
6459	KIESLER POLICE SUPPLY, INC										
	36470	10/04/12			205207	P	10/26/12	134000	530105	OPERATING SUPPLIES	424.74
	INVOICE: 692593										
	VENDOR TOTALS		424.74 YTD INVOICED						424.74 YTD PAID		424.74
518	KIPP'S LAWNMOWER SALES/SERVICE										
	36468	10/16/12			205208	P	10/26/12	65000	521180	REPAIRS-CONTRACTUAL/LABOR	85.80
	INVOICE: 413132										
	36468	10/16/12			205208	P	10/26/12	65000	521185	REPAIRS-CONTRACTUAL/PARTS	38.18
	INVOICE: 413132										
	36469	10/16/12			205208	P	10/26/12	65000	521180	REPAIRS-CONTRACTUAL/LABOR	184.80
	INVOICE: 413131										
	36469	10/16/12			205208	P	10/26/12	65000	521185	REPAIRS-CONTRACTUAL/PARTS	113.41
	INVOICE: 413131										
	VENDOR TOTALS		518.40 YTD INVOICED						518.40 YTD PAID		422.19
7903	KNICKERS INC										
	36498	10/25/12			205209	P	10/26/12	500	120210	ACOUNTS RECV - UTILITY BI	22.36
	INVOICE: 36498										
	VENDOR TOTALS		27.52 YTD INVOICED						27.52 YTD PAID		22.36
612	KONICA MINOLTA BUSINESS SOLUTIONS INC										
	36551	10/15/12			205210	P	10/26/12	143100	520975	MAINTENANCE-EQUIPMENT	1,477.41
	INVOICE: 222541316										
	36552	10/16/12			205210	P	10/26/12	143100	520975	MAINTENANCE-EQUIPMENT	335.48
	INVOICE: 222561220										

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VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
VENDOR TOTALS	3,905.44 YTD INVOICED							3,905.44 YTD PAID		1,812.89
1457 GHC SPECIALTY BRANDS, LLC										
36509	10/11/12			205211	P	10/26/12	65000	530310	PARTS PURCHASED	117.83
INVOICE: 1019115708										
VENDOR TOTALS	239.56 YTD INVOICED							358.36 YTD PAID		117.83
546 LEN'S ACE HARDWARE, INC.										
36553	09/04/12			205212	P	10/26/12	55710	530105	OPERATING SUPPLIES	11.21
INVOICE: 47852										
36554	09/07/12			205212	P	10/26/12	55710	530105	OPERATING SUPPLIES	42.71
INVOICE: 47936										
36555	09/08/12			205212	P	10/26/12	55710	530105	OPERATING SUPPLIES	4.48
INVOICE: 47957										
36556	09/12/12			205212	P	10/26/12	55715	530105	OPERATING SUPPLIES	71.96
INVOICE: 48042										
36557	09/12/12			205212	P	10/26/12	55715	530105	OPERATING SUPPLIES	-41.38
INVOICE: 48052										
36558	09/17/12			205212	P	10/26/12	55715	530105	OPERATING SUPPLIES	6.74
INVOICE: 48118										
36559	09/20/12			205212	P	10/26/12	55710	530105	OPERATING SUPPLIES	16.34
INVOICE: 48202										
36560	09/20/12			205212	P	10/26/12	55715	530105	OPERATING SUPPLIES	1.89
INVOICE: 48208										
36561	09/24/12			205212	P	10/26/12	55715	530105	OPERATING SUPPLIES	18.87
INVOICE: 48276										
36562	09/28/12			205212	P	10/26/12	55710	530105	OPERATING SUPPLIES	4.49
INVOICE: 48373										
36563	09/04/12			205212	P	10/26/12	50200	520975	MAINTENANCE-EQUIPMENT	6.82
INVOICE: 47853										
36564	09/04/12			205212	P	10/26/12	143200	530105	OPERATING SUPPLIES	18.88
INVOICE: 47857										
36565	09/04/12			205212	P	10/26/12	50200	530105	OPERATING SUPPLIES	2.69
INVOICE: 47867										
36566	09/05/12			205212	P	10/26/12	143200	530105	OPERATING SUPPLIES	24.25
INVOICE: 47893										
36567	09/07/12			205212	P	10/26/12	50100	530105	OPERATING SUPPLIES	6.84
INVOICE: 47929										
36568	09/10/12			205212	P	10/26/12	50200	520975	MAINTENANCE-EQUIPMENT	29.31
INVOICE: 47994										
36569	09/10/12			205212	P	10/26/12	50200	520975	MAINTENANCE-EQUIPMENT	11.31
INVOICE: 47998										
36570	09/11/12			205212	P	10/26/12	50200	520975	MAINTENANCE-EQUIPMENT	9.88
INVOICE: 48006										
36571	09/11/12			205212	P	10/26/12	50200	520975	MAINTENANCE-EQUIPMENT	8.51
INVOICE: 48020										
36572	09/12/12			205212	P	10/26/12	65000	530310	PARTS PURCHASED	9.87
INVOICE: 48049										
36573	09/12/12			205212	P	10/26/12	65000	530310	PARTS PURCHASED	22.31

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VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
INVOICE: 48053										
36574	09/13/12			205212	P	10/26/12	143200	530105	OPERATING SUPPLIES	9.44
INVOICE: 48062										
36575	09/13/12			205212	P	10/26/12	65000	530310	PARTS PURCHASED	1.80
INVOICE: 48065										
36576	09/13/12			205212	P	10/26/12	65000	530310	PARTS PURCHASED	71.93
INVOICE: 48072										
36577	09/17/12			205212	P	10/26/12	121300	530105	OPERATING SUPPLIES	13.48
INVOICE: 48119										
36578	09/20/12			205212	P	10/26/12	143200	530105	OPERATING SUPPLIES	11.69
INVOICE: 48197										
36579	09/21/12			205212	P	10/26/12	143200	530105	OPERATING SUPPLIES	9.99
INVOICE: 48230										
36580	09/24/12			205212	P	10/26/12	121300	530105	OPERATING SUPPLIES	8.99
INVOICE: 48271										
36581	09/25/12			205212	P	10/26/12	50200	530105	OPERATING SUPPLIES	8.98
INVOICE: 48291										
36582	09/25/12			205212	P	10/26/12	121300	530105	OPERATING SUPPLIES	34.16
INVOICE: 48294										
36583	09/25/12			205212	P	10/26/12	50100	520975	MAINTENANCE-EQUIPMENT	8.98
INVOICE: 48296										
36584	09/27/12			205212	P	10/26/12	143200	530105	OPERATING SUPPLIES	9.89
INVOICE: 48339										
36585	09/27/12			205212	P	10/26/12	50100	530105	OPERATING SUPPLIES	7.19
INVOICE: 48340										
36586	09/27/12			205212	P	10/26/12	50100	530105	OPERATING SUPPLIES	17.99
INVOICE: 48343										
36587	09/28/12			205212	P	10/26/12	50100	530105	OPERATING SUPPLIES	37.79
INVOICE: 48358										
VENDOR TOTALS		4,452.83 YTD INVOICED						5,021.29 YTD PAID		540.28
2922 LEXISNEXIS RISK DATA MANAGEMENT, INC										
36471	09/30/12			205213	P	10/26/12	134000	521055	PROFESSIONAL SERVICES - O	1.00
INVOICE: 1224150-20120930										
VENDOR TOTALS		22.10 YTD INVOICED						36.10 YTD PAID		1.00
562 M.E.SIMPSON CO., INC.										
36472	10/09/12			205214	P	10/26/12	50100	521055	PROFESSIONAL SERVICES - O	570.00
INVOICE: 23081										
36473	10/11/12			205214	P	10/26/12	50100	521055	PROFESSIONAL SERVICES - O	570.00
INVOICE: 23089										
VENDOR TOTALS		4,020.00 YTD INVOICED						4,020.00 YTD PAID		1,140.00
7970 JAMES MCDONNELL										
36500	10/25/12			205215	P	10/26/12	540	120210	ACOUNTS RECV - UTILITY BI	124.21
INVOICE: 36500										

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VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS	124.21 YTD INVOICED						124.21 YTD PAID			124.21
6603	CHRISTINE MILLER										
	36589	10/23/12			205216	P	10/26/12	134000	530105	OPERATING SUPPLIES	29.94
	INVOICE: ER102512										
	VENDOR TOTALS	29.94 YTD INVOICED						29.94 YTD PAID			29.94
625	MUNICIPAL MARKING DIST., INC.										
	36588	10/17/12			205217	P	10/26/12	40000	580160	STREET IMPROVEMENTS	91.86
	INVOICE: 44573										
	VENDOR TOTALS	745.71 YTD INVOICED						745.71 YTD PAID			91.86
632	NAPCO STEEL INC										
	36477	10/16/12			205218	P	10/26/12	65000	530310	PARTS PURCHASED	167.31
	INVOICE: 353619										
	VENDOR TOTALS	167.31 YTD INVOICED						167.31 YTD PAID			167.31
7183	NEWEGG INC										
	36474	10/16/12			205219	P	10/26/12	122000	570110	COMPUTER EQUIPMENT/PROJEC	539.96
	INVOICE: 92512278										
	36475	10/15/12			205219	P	10/26/12	122000	570110	COMPUTER EQUIPMENT/PROJEC	416.57
	INVOICE: 92482442										
	36476	10/18/12			205219	P	10/26/12	122000	570110	COMPUTER EQUIPMENT/PROJEC	207.98
	INVOICE: 92585715										
	VENDOR TOTALS	6,666.65 YTD INVOICED						6,666.65 YTD PAID			1,164.51
651	NORTHERN ILLINOIS GAS COMPANY										
	36590	09/19/12			205220	P	10/26/12	55710	521200	UTILITIES	104.46
	INVOICE: 36590										
	36591	09/19/12			205220	P	10/26/12	55720	521200	UTILITIES	21.76
	INVOICE: 36591										
	36592	09/25/12			205220	P	10/26/12	55720	521200	UTILITIES	182.10
	INVOICE: 36592										
	36592	09/25/12			205220	P	10/26/12	55730	521200	UTILITIES	182.10
	INVOICE: 36592										
	VENDOR TOTALS	6,022.56 YTD INVOICED						8,152.92 YTD PAID			490.42
652	NIKE USA INC										
	36593	09/26/12			205221	P	10/26/12	55720	530105	OPERATING SUPPLIES	529.14
	INVOICE: 944537205										
	VENDOR TOTALS	2,489.74 YTD INVOICED						2,489.74 YTD PAID			529.14
738	RAY O'HERRON CO. INC.										
	36485	10/01/12			205222	P	10/26/12	134000	530445	UNIFORMS	1,401.90

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VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
INVOICE: 60162-IN										
36486	09/28/12			205222	P	10/26/12	134000	530445	UNIFORMS	361.40
INVOICE: 60052-IN										
36487	09/26/12			205222	P	10/26/12	134000	530105	OPERATING SUPPLIES	25.90
INVOICE: 59920-IN										
36488	09/26/12			205222	P	10/26/12	134000	530445	UNIFORMS	200.85
INVOICE: 59919-IN										
36489	10/01/12			205222	P	10/26/12	134000	530445	UNIFORMS	768.30
INVOICE: 60163-IN										
36490	09/28/12			205222	P	10/26/12	134000	530445	UNIFORMS	361.40
INVOICE: 60051-IN										
36602	10/09/12			205222	P	10/26/12	134000	530445	UNIFORMS	55.95
INVOICE: 60614-IN										
36603	10/09/12			205222	P	10/26/12	134000	530445	UNIFORMS	59.90
INVOICE: 60611-IN										
36604	10/09/12			205222	P	10/26/12	134000	530445	UNIFORMS	59.90
INVOICE: 60612-IN										
36605	10/09/12			205222	P	10/26/12	134000	530445	UNIFORMS	32.95
INVOICE: 60613-IN										
VENDOR TOTALS		16,446.02 YTD INVOICED						18,975.77 YTD PAID		3,328.45
1458 OFFICE DEPOT, INC										
36479	09/27/12			205224	P	10/26/12	121100	530100	OFFICE SUPPLIES	.62
INVOICE: 626655002001										
36479	09/27/12			205224	P	10/26/12	121200	530100	OFFICE SUPPLIES	64.91
INVOICE: 626655002001										
36479	09/27/12			205224	P	10/26/12	121300	530100	OFFICE SUPPLIES	.62
INVOICE: 626655002001										
36479	09/27/12			205224	P	10/26/12	122000	530100	OFFICE SUPPLIES	10.67
INVOICE: 626655002001										
36479	09/27/12			205224	P	10/26/12	126000	530100	OFFICE SUPPLIES	1.34
INVOICE: 626655002001										
36479	09/27/12			205224	P	10/26/12	126500	530100	OFFICE SUPPLIES	.34
INVOICE: 626655002001										
36480	09/19/12			205224	P	10/26/12	121100	530100	OFFICE SUPPLIES	12.65
INVOICE: 625527389001										
36480	09/19/12			205224	P	10/26/12	121200	530100	OFFICE SUPPLIES	26.36
INVOICE: 625527389001										
36480	09/19/12			205224	P	10/26/12	121300	530100	OFFICE SUPPLIES	13.25
INVOICE: 625527389001										
36480	09/19/12			205224	P	10/26/12	122000	530100	OFFICE SUPPLIES	60.59
INVOICE: 625527389001										
36480	09/19/12			205224	P	10/26/12	126000	530100	OFFICE SUPPLIES	53.76
INVOICE: 625527389001										
36480	09/19/12			205224	P	10/26/12	126500	530100	OFFICE SUPPLIES	6.97
INVOICE: 625527389001										
36480	09/19/12			205224	P	10/26/12	134000	530100	OFFICE SUPPLIES	2.15
INVOICE: 625527389001										
36480	09/19/12			205224	P	10/26/12	143100	530100	OFFICE SUPPLIES	2.15
INVOICE: 625527389001										

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VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	36481	09/28/12			205223	P	10/26/12	134000	530100 OFFICE SUPPLIES	98.34
	INVOICE: 626815938001									
	36482	09/26/12			205223	P	10/26/12	134000	530100 OFFICE SUPPLIES	80.64
	INVOICE: 626457435001									
	36594	10/12/12			205223	P	10/26/12	134000	530100 OFFICE SUPPLIES	63.80
	INVOICE: 658657079001									
	VENDOR TOTALS	3,367.45 YTD INVOICED							3,823.29 YTD PAID	499.16
676	PACKEY WEBB FORD, INC.									
	36598	10/17/12			205226	P	10/26/12	65000	521180 REPAIRS-CONTRACTUAL/LABOR	162.95
	INVOICE: C03509									
	36598	10/17/12			205226	P	10/26/12	65000	521185 REPAIRS-CONTRACTUAL/PARTS	90.86
	INVOICE: C03509									
	36599	10/19/12			205225	P	10/26/12	65000	530310 PARTS PURCHASED	28.22
	INVOICE: 7254									
	VENDOR TOTALS	6,745.41 YTD INVOICED							6,776.91 YTD PAID	282.03
6453	PARAMEDIC BILLING SERVICES, INC.									
	1676522	10/25/12			10387	W	10/25/12	135000	520926 AMBULANCE BILLING SERVICE	2,746.50
	INVOICE: PBS-31									
	1676522	10/25/12			10387	W	10/25/12	1000	440050 AMBULANCE SERVICE FEES	-4,970.80
	INVOICE: PBS-31									
	VENDOR TOTALS	-1,431.01 YTD INVOICED							-1,297.55 YTD PAID	-2,224.30
672	P. F. PETTIBONE & CO.									
	36600	10/15/12			205227	P	10/26/12	134000	520905 PRINTING	1,147.45
	INVOICE: 26378									
	VENDOR TOTALS	1,147.45 YTD INVOICED							1,147.45 YTD PAID	1,147.45
6994	PITNEY BOWES, INC									
	36595	10/15/12			205228	P	10/26/12	122000	520900 POSTAGE & SHIPPING	99.43
	INVOICE: 5502045681									
	VENDOR TOTALS	697.60 YTD INVOICED							697.60 YTD PAID	99.43
6697	PRECISION SERVICE AND PARTS, INC									
	36484	10/15/12			205229	P	10/26/12	65000	530310 PARTS PURCHASED	465.57
	INVOICE: 30FA0292									
	VENDOR TOTALS	465.57 YTD INVOICED							465.57 YTD PAID	465.57
6552	PROVANTAGE CORPORATION									
	36596	10/15/12			205230	P	10/26/12	122000	570110 COMPUTER EQUIPMENT/PROJEC	460.62
	INVOICE: 6489161									
	36597	10/15/12			205230	P	10/26/12	122000	570110 COMPUTER EQUIPMENT/PROJEC	257.32
	INVOICE: 6489162									

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VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
VENDOR TOTALS	9,829.47 YTD INVOICED					9,829.47 YTD PAID			717.94
723 GOEDERT & ASSOCIATES, PC									
36483	09/25/12			205231	P	10/26/12	134000	520615 RECRUITING AND TESTING	1,020.00
INVOICE: 4394									
VENDOR TOTALS	1,020.00 YTD INVOICED					1,020.00 YTD PAID			1,020.00
7964 REAZ A RAZI									
36441	10/23/12			205232	P	10/26/12	540	120210 ACOUNTS RECV - UTILITY BI	13.80
INVOICE: 36441									
36441	10/23/12			205232	P	10/26/12	500	120210 ACOUNTS RECV - UTILITY BI	52.64
INVOICE: 36441									
36441	10/23/12			205232	P	10/26/12	500	120210 ACOUNTS RECV - UTILITY BI	52.64
INVOICE: 36441									
36441	10/23/12			205232	P	10/26/12	500	120210 ACOUNTS RECV - UTILITY BI	3.00
INVOICE: 36441									
VENDOR TOTALS	122.08 YTD INVOICED					122.08 YTD PAID			122.08
742 RED WING BRANDS OF AMERICA, INC									
36601	10/17/12			205233	P	10/26/12	143200	530225 SAFETY SUPPLIES	86.40
INVOICE: 123053077									
36601	10/17/12			205233	P	10/26/12	50100	530225 SAFETY SUPPLIES	64.80
INVOICE: 123053077									
36601	10/17/12			205233	P	10/26/12	50200	530225 SAFETY SUPPLIES	64.80
INVOICE: 123053077									
VENDOR TOTALS	1,446.96 YTD INVOICED					1,594.96 YTD PAID			216.00
766 DRI-STICK DECAL CORP									
36632	10/16/12			205234	P	10/26/12	122000	530105 OPERATING SUPPLIES	2,668.16
INVOICE: 278693									
VENDOR TOTALS	5,846.58 YTD INVOICED					5,846.58 YTD PAID			2,668.16
3571 HARRY C SMITH LTD									
36613	10/10/12			205235	P	10/26/12	134000	520705 LEGAL - PROSECUTORIAL SER	6,567.00
INVOICE: 15891									
VENDOR TOTALS	35,549.22 YTD INVOICED					41,236.22 YTD PAID			6,567.00
7969 KATHLEEN SNODELL									
36499	10/25/12			205236	P	10/26/12	540	120210 ACOUNTS RECV - UTILITY BI	8.95
INVOICE: 36499									
VENDOR TOTALS	8.95 YTD INVOICED					8.95 YTD PAID			8.95
2687 STAPLES CONTRACT & COMMERCIAL, INC.									
36610	09/28/12			205237	P	10/26/12	143100	530100 OFFICE SUPPLIES	8.55

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VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
INVOICE: 114830056										
36610	09/28/12			205237	P	10/26/12	143200	530100	OFFICE SUPPLIES	8.54
INVOICE: 114830056										
36610	09/28/12			205237	P	10/26/12	50100	530100	OFFICE SUPPLIES	8.54
INVOICE: 114830056										
36610	09/28/12			205237	P	10/26/12	50200	530100	OFFICE SUPPLIES	8.54
INVOICE: 114868791										
36611	10/04/12			205237	P	10/26/12	143100	530100	OFFICE SUPPLIES	24.34
INVOICE: 114868791										
36611	10/04/12			205237	P	10/26/12	143200	530100	OFFICE SUPPLIES	24.34
INVOICE: 114868791										
36611	10/04/12			205237	P	10/26/12	50100	530100	OFFICE SUPPLIES	24.34
INVOICE: 114868791										
36611	10/04/12			205237	P	10/26/12	50200	530100	OFFICE SUPPLIES	24.34
VENDOR TOTALS		1,505.49 YTD INVOICED						1,640.03 YTD PAID		131.53
826 SUBURBAN DOOR CHECK & LOCK SERVICE INC										
36491	10/15/12			205238	P	10/26/12	122000	530100	OFFICE SUPPLIES	597.10
INVOICE: 428633										
VENDOR TOTALS		1,293.35 YTD INVOICED						1,293.35 YTD PAID		597.10
1358 SUBURBAN L.E.A.P.										
36612	10/23/12			205239	P	10/26/12	134000	520600	DUES-SUBSCRIPTIONS-REG FE	24.00
INVOICE: 102512										
VENDOR TOTALS		154.00 YTD INVOICED						154.00 YTD PAID		24.00
844 SYSCO FOOD SERV - CHICAGO, INC										
36608	10/17/12			205240	P	10/26/12	55730	530410	DRY GOODS	64.80
INVOICE: 210171525										
36608	10/17/12			205240	P	10/26/12	55720	530105	OPERATING SUPPLIES	46.30
INVOICE: 210171525										
36608	10/17/12			205240	P	10/26/12	55730	530420	FOOD/RESALE	483.31
INVOICE: 210191902										
36609	10/19/12			205240	P	10/26/12	55730	530405	BEVERAGES/RESALE	88.10
INVOICE: 210191902										
36609	10/19/12			205240	P	10/26/12	55730	530410	DRY GOODS	55.72
INVOICE: 210191902										
36609	10/19/12			205240	P	10/26/12	55730	530105	OPERATING SUPPLIES	11.32
INVOICE: 210191902										
36609	10/19/12			205240	P	10/26/12	55730	530420	FOOD/RESALE	892.46
VENDOR TOTALS		65,609.86 YTD INVOICED						66,954.07 YTD PAID		1,642.01
853 TERMINAL SUPPLY CO, INC										
36615	10/16/12			205241	P	10/26/12	65000	530105	OPERATING SUPPLIES	49.73
INVOICE: 74341-00										

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VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
VENDOR TOTALS	606.04 YTD INVOICED						745.87 YTD PAID			49.73
854 TERRACE SUPPLY COMPANY										
36614	09/30/12			205242	P	10/26/12	55715	530105	OPERATING SUPPLIES	12.30
INVOICE: 919799										
VENDOR TOTALS	96.39 YTD INVOICED						115.29 YTD PAID			12.30
55 ANTHONY R. TERRANOVA										
36616	10/23/12			205243	P	10/26/12	134000	520931	FED DRUG FORFEITURE EXPEN	98.98
INVOICE: ER102512										
VENDOR TOTALS	98.98 YTD INVOICED						98.98 YTD PAID			98.98
5679 THEODORE POLYGRAPH SERVICE INC										
36492	09/12/12			205244	P	10/26/12	134000	520615	RECRUITING AND TESTING	405.00
INVOICE: 3400										
VENDOR TOTALS	405.00 YTD INVOICED						405.00 YTD PAID			405.00
864 TITAN IMAGE GROUP, INC										
36630	10/10/12			205245	P	10/26/12	143100	530100	OFFICE SUPPLIES	81.34
INVOICE: 45127										
36630	10/10/12			205245	P	10/26/12	143200	530100	OFFICE SUPPLIES	81.34
INVOICE: 45127										
36630	10/10/12			205245	P	10/26/12	50100	530100	OFFICE SUPPLIES	81.33
INVOICE: 45127										
36630	10/10/12			205245	P	10/26/12	50200	530100	OFFICE SUPPLIES	81.33
INVOICE: 45127										
VENDOR TOTALS	325.34 YTD INVOICED						325.34 YTD PAID			325.34
865 ACUSHNET COMPANY										
36618	10/17/12			205246	P	10/26/12	55750	520945	PRODUCTS/RESALE	1,341.29
INVOICE: 1023397										
36619	10/16/12			205246	P	10/26/12	55750	520945	PRODUCTS/RESALE	653.37
INVOICE: 1020922										
36620	10/17/12			205246	P	10/26/12	55750	520945	PRODUCTS/RESALE	114.78
INVOICE: 1022969										
36621	10/12/12			205246	P	10/26/12	55750	520945	PRODUCTS/RESALE	92.87
INVOICE: 1014433										
VENDOR TOTALS	33,179.67 YTD INVOICED						34,940.94 YTD PAID			2,202.31
7644 TREES R US, INC.										
36622	10/12/12		20130003	205247	P	10/26/12	54000	521085	BRUSH PICK UP SERVICE	21,522.00
INVOICE: 13763										
VENDOR TOTALS	307,827.50 YTD INVOICED						307,827.50 YTD PAID			21,522.00

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VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
892	UNITED COFFEE SERVICE, INC.										
	36493	10/02/12			205248	P	10/26/12	134000	530105	OPERATING SUPPLIES	261.05
	INVOICE: 514388										
	VENDOR TOTALS		2,531.75 YTD INVOICED						2,531.75 YTD PAID		261.05
911	AURORA LAUNDRY COMPANY, INC										
	36623	10/17/12			205249	P	10/26/12	55730	530445	UNIFORMS	18.48
	INVOICE: 56714										
	36623	10/17/12			205249	P	10/26/12	55720	530105	OPERATING SUPPLIES	2.10
	INVOICE: 56714										
	36623	10/17/12			205249	P	10/26/12	55730	530105	OPERATING SUPPLIES	19.68
	INVOICE: 56714										
	VENDOR TOTALS		1,315.11 YTD INVOICED						1,370.73 YTD PAID		40.26
4734	VEOLIA ES SOLID WASTE MIDWEST, LLC										
	36624	10/06/12			205250	P	10/26/12	54000	521120	DISPOSAL COST	227.75
	INVOICE: TB0000010687										
	VENDOR TOTALS		4,582.61 YTD INVOICED						4,838.06 YTD PAID		227.75
915	VERIZON WIRELESS SERVICES LLC										
	36494	10/01/12			205251	P	10/26/12	134000	521195	TELECOMMUNICATIONS	916.16
	INVOICE: 2808180649										
	36494	10/01/12			205251	P	10/26/12	121200	521195	TELECOMMUNICATIONS	59.99
	INVOICE: 2808180649										
	36494	10/01/12			205251	P	10/26/12	121300	521195	TELECOMMUNICATIONS	113.73
	INVOICE: 2808180649										
	36494	10/01/12			205251	P	10/26/12	126000	521195	TELECOMMUNICATIONS	143.81
	INVOICE: 2808180649										
	36631	10/16/12			205251	P	10/26/12	134000	521195	TELECOMMUNICATIONS	570.15
	INVOICE: 2815944183										
	VENDOR TOTALS		15,066.98 YTD INVOICED						15,637.17 YTD PAID		1,803.84
5528	WALSH, KNIPPEN, KNIGHT & POLLOCK, CHTD.										
	36497	09/11/12			205252	P	10/26/12	134000	521055	PROFESSIONAL SERVICES - O	222.00
	INVOICE: 18590										
	VENDOR TOTALS		222.00 YTD INVOICED						222.00 YTD PAID		222.00
3995	WAREHOUSE DIRECT OFFICE PRODUCTS										
	36627	10/17/12			205253	P	10/26/12	143100	530100	OFFICE SUPPLIES	40.23
	INVOICE: 1718790-0										
	36627	10/17/12			205253	P	10/26/12	143200	530100	OFFICE SUPPLIES	8.50
	INVOICE: 1718790-0										
	36627	10/17/12			205253	P	10/26/12	50100	530100	OFFICE SUPPLIES	8.50
	INVOICE: 1718790-0										
	36627	10/17/12			205253	P	10/26/12	50200	530100	OFFICE SUPPLIES	8.50
	INVOICE: 1718790-0										

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VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
VENDOR TOTALS	1,085.59 YTD INVOICED						1,085.59 YTD PAID			65.73
7968 WASHINGTON STATE DEPARTMENT OF REVENUE										
36496	10/18/12			205254	P	10/26/12	100	200300	UNCLAIMED PROPERTY	3.00
INVOICE: 102312										
VENDOR TOTALS	3.00 YTD INVOICED						3.00 YTD PAID			3.00
957 WHOLESALE DIRECT INC										
36625	10/15/12			205255	P	10/26/12	65000	530310	PARTS PURCHASED	91.24
INVOICE: 195913										
36626	10/19/12			205255	P	10/26/12	65000	530310	PARTS PURCHASED	560.25
INVOICE: 196080										
VENDOR TOTALS	1,727.99 YTD INVOICED						2,137.99 YTD PAID			651.49
7965 WINKLER'S TREE & LANDSCAPING, INC										
36495	09/12/12			205256	P	10/26/12	143200	521095	TREE REMOVAL	800.00
INVOICE: 62524										
VENDOR TOTALS	800.00 YTD INVOICED						800.00 YTD PAID			800.00
7060 JOHN ALBERT GARZA										
36628	10/24/12			205257	P	10/26/12	122000	530100	OFFICE SUPPLIES	381.19
INVOICE: 9787										
VENDOR TOTALS	2,970.93 YTD INVOICED						2,970.93 YTD PAID			381.19
									REPORT TOTALS	738,723.80

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	102	475,966.11
TOTAL WIRE TRANSFERS	5	262,757.69

** END OF REPORT - Generated by Mary Romanelli **

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VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
304 FIFTH THIRD BANK										
36635 INVOICE: ACOA-72	09/27/12			10389	W	10/22/12	121300	520970	MAINTENANCE-BUILDING & GR	303.95
36636 INVOICE: ACTR-92	09/27/12			10391	W	10/22/12	134000	520625	TRAVEL	25.06
36637 INVOICE: ACTR-93	09/27/12			10392	W	10/22/12	134000	520625	TRAVEL	49.33
36639 INVOICE: ACTR-94	09/27/12			10393	W	10/22/12	134000	520625	TRAVEL	170.94
36640 INVOICE: ACTR-95	09/27/12			10394	W	10/22/12	134000	530105	OPERATING SUPPLIES	72.65
36641 INVOICE: ACTR-96	09/27/12			10395	W	10/22/12	134000	530105	OPERATING SUPPLIES	109.25
36642 INVOICE: ALLN-171	09/27/12			10397	W	10/22/12	55720	530105	OPERATING SUPPLIES	569.28
36643 INVOICE: ATKM-194	09/27/12			10399	W	10/22/12	55730	530105	OPERATING SUPPLIES	104.79
36644 INVOICE: ATKM-195	09/27/12			10400	W	10/22/12	55730	530420	FOOD/RESALE	194.84
36645 INVOICE: ATKM-196	09/27/12			10401	W	10/22/12	55720	530105	OPERATING SUPPLIES	639.48
36645 INVOICE: ATKM-196	09/27/12			10401	W	10/22/12	55730	530105	OPERATING SUPPLIES	266.36
36646 INVOICE: BECB-40	09/27/12			10403	W	10/22/12	134000	530105	OPERATING SUPPLIES	35.97
36647 INVOICE: BINM-267	09/27/12			10405	W	10/22/12	122000	570110	COMPUTER EQUIPMENT/PROJEC	40.74
36648 INVOICE: CAMM-198	09/27/12			10407	W	10/22/12	55720	530105	OPERATING SUPPLIES	75.19
36649 INVOICE: DAVS-2	09/27/12			10408	W	10/22/12	121500	530105	OPERATING SUPPLIES	7.99
36650 INVOICE: DAVS-3	09/27/12			10409	W	10/22/12	121500	530105	OPERATING SUPPLIES	13.80
36651 INVOICE: FRAM-61	09/27/12			10411	W	10/22/12	121200	520625	TRAVEL	345.10
36652 INVOICE: FRAM-62	09/27/12			10412	W	10/22/12	121200	520625	TRAVEL	680.00
36653 INVOICE: FRAM-63	09/27/12			10413	W	10/22/12	121200	530100	OFFICE SUPPLIES	54.03
36654 INVOICE: FRAM-64	09/27/12			10414	W	10/22/12	121200	521230	PUBLIC RELATIONS	14.56
36655 INVOICE: FRAF-146	09/27/12			10416	W	10/22/12	65000	530310	PARTS PURCHASED	44.86
36656 INVOICE: FRAF-147	09/27/12			10417	W	10/22/12	65000	520970	MAINTENANCE-BUILDING & GR	267.97
36657 INVOICE: FRAF-148	09/27/12			10418	W	10/22/12	65000	530310	PARTS PURCHASED	20.67
36658 INVOICE: HANJ-21	09/27/12			10421	W	10/22/12	143100	521055	PROFESSIONAL SERVICES - O	35.00
36659 INVOICE: HANJ-22	09/27/12			10422	W	10/22/12	143100	521055	PROFESSIONAL SERVICES - O	86.50

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VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
36660	09/27/12			10423	W	10/22/12	143200	520970	MAINTENANCE-BUILDING & GR	180.00
INVOICE: HANJ-23										
36661	09/27/12			10424	W	10/22/12	143100	521055	PROFESSIONAL SERVICES - O	18.95
INVOICE: HANJ-24										
36662	09/27/12			10425	W	10/22/12	143100	520620	EMPLOYEE EDUCATION	15.00
INVOICE: HANJ-25										
36663	09/27/12			10427	W	10/22/12	134000	530105	OPERATING SUPPLIES	2.85
INVOICE: HARJ-160										
36664	09/27/12			10429	W	10/22/12	121500	530105	OPERATING SUPPLIES	119.88
INVOICE: HEFJ-162										
36665	09/27/12			10430	W	10/22/12	121500	530105	OPERATING SUPPLIES	29.55
INVOICE: HEFJ-163										
36666	09/27/12			10431	W	10/22/12	121500	530105	OPERATING SUPPLIES	31.78
INVOICE: HEFJ-164										
36667	09/27/12			10433	W	10/22/12	134000	530105	OPERATING SUPPLIES	15.70
INVOICE: HOLW-133										
36668	09/27/12			10434	W	10/22/12	134000	530105	OPERATING SUPPLIES	42.42
INVOICE: HOLW-134										
36669	09/27/12			10435	W	10/22/12	134000	530105	OPERATING SUPPLIES	61.28
INVOICE: HOLW-135										
36670	09/27/12			10436	W	10/22/12	134000	530105	OPERATING SUPPLIES	113.39
INVOICE: HOLW-136										
36671	09/27/12			10437	W	10/22/12	134000	530105	OPERATING SUPPLIES	27.61
INVOICE: HOLW-137										
36672	09/27/12			10440	W	10/22/12	126000	520600	DUES-SUBSCRIPTIONS-REG FE	102.00
INVOICE: HULS-143										
36673	09/27/12			10441	W	10/22/12	126000	520620	EMPLOYEE EDUCATION	25.00
INVOICE: HULS-144										
36674	09/27/12			10442	W	10/22/12	126000	520620	EMPLOYEE EDUCATION	15.00
INVOICE: HULS-145										
36675	09/27/12			10443	W	10/22/12	126000	520625	TRAVEL	82.43
INVOICE: HULS-146										
36676	09/27/12			10444	W	10/22/12	126000	520600	DUES-SUBSCRIPTIONS-REG FE	165.00
INVOICE: HULS-147										
36677	09/27/12			10447	W	10/22/12	121300	520620	EMPLOYEE EDUCATION	60.25
INVOICE: KOLH-112										
36678	09/27/12			10449	W	10/22/12	55715	520975	MAINTENANCE-EQUIPMENT	334.02
INVOICE: LUDM-442										
36678	09/27/12			10449	W	10/22/12	55715	530105	OPERATING SUPPLIES	47.52
INVOICE: LUDM-442										
36679	09/27/12			10450	W	10/22/12	55710	520970	MAINTENANCE-BUILDING & GR	180.00
INVOICE: LUDM-443										
36680	09/27/12			10451	W	10/22/12	55715	530105	OPERATING SUPPLIES	107.90
INVOICE: LUDM-444										
36680	09/27/12			10451	W	10/22/12	55715	520975	MAINTENANCE-EQUIPMENT	871.92
INVOICE: LUDM-444										
36681	09/27/12			10452	W	10/22/12	55715	520975	MAINTENANCE-EQUIPMENT	185.00
INVOICE: LUDM-445										
36682	09/27/12			10453	W	10/22/12	55715	520975	MAINTENANCE-EQUIPMENT	385.68
INVOICE: LUDM-446										
36683	09/27/12			10454	W	10/22/12	55715	520975	MAINTENANCE-EQUIPMENT	851.87

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VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE: LUDM-447									
36684	09/27/12			10456	W	10/22/12	121200	520305 EMPLOYEE RECOGNITION	20.97
INVOICE: MILC-101									
36685	09/27/12			10457	W	10/22/12	121200	520305 EMPLOYEE RECOGNITION	15.92
INVOICE: MILC-102									
36686	09/27/12			10458	W	10/22/12	121200	520305 EMPLOYEE RECOGNITION	652.17
INVOICE: MILC-103									
36687	09/27/12			10461	W	10/22/12	55710	530105 OPERATING SUPPLIES	72.00
INVOICE: PEKC-336									
36688	09/27/12			10462	W	10/22/12	55710	530425 LANDSCAPE SUPPLIES	818.40
INVOICE: PEKC-337									
36689	09/27/12			10464	W	10/22/12	55700	530100 OFFICE SUPPLIES	26.72
INVOICE: PEKM-205									
36690	09/27/12			10465	W	10/22/12	55720	521195 TELECOMMUNICATIONS	891.00
INVOICE: PEKM-206									
36691	09/27/12			10469	W	10/22/12	55720	530105 OPERATING SUPPLIES	69.97
INVOICE: VESJ-164									
36692	09/27/12			10471	W	10/22/12	122000	520600 DUES-SUBSCRIPTIONS-REG FE	330.00
INVOICE: WACK-16									
36693	09/27/12			10472	W	10/22/12	122000	520625 TRAVEL	25.00
INVOICE: WACK-17									
36694	09/27/12			10474	W	10/22/12	134000	520620 EMPLOYEE EDUCATION	50.00
INVOICE: WEBN-112									
36696	09/27/12			10490	W	10/22/12	143200	521055 PROFESSIONAL SERVICES - O	221.62
INVOICE: BUCD-143									
36697	09/27/12			10491	W	10/22/12	121300	520620 EMPLOYEE EDUCATION	199.00
INVOICE: KOLH-113									
ACOA-57	09/27/12			10388	W	10/22/12	121300	530105 OPERATING SUPPLIES	55.88
INVOICE: ACOA-71									
ACTR-59	09/27/12			10390	W	10/22/12	134000	520625 TRAVEL	11.36
INVOICE: ACTR-91									
ALLN-62	09/27/12			10396	W	10/22/12	55720	530105 OPERATING SUPPLIES	1,225.00
INVOICE: ALLN-170									
ATKM-69	09/27/12			10398	W	10/22/12	55730	530420 FOOD/RESALE	39.82
INVOICE: ATKM-193									
BECB-21	09/27/12			10402	W	10/22/12	134000	530105 OPERATING SUPPLIES	45.36
INVOICE: BECB-39									
BINM-68	09/27/12			10404	W	10/22/12	126000	530100 OFFICE SUPPLIES	59.99
INVOICE: BINM-266									
BINM-68	09/27/12			10404	W	10/22/12	134000	530100 OFFICE SUPPLIES	59.99
INVOICE: BINM-266									
BINM-68	09/27/12			10404	W	10/22/12	121200	530100 OFFICE SUPPLIES	162.97
INVOICE: BINM-266									
CAMM-69	09/27/12			10406	W	10/22/12	55720	530105 OPERATING SUPPLIES	5.49
INVOICE: CAMM-197									
FRAF-61	09/27/12			10415	W	10/22/12	65000	520970 MAINTENANCE-BUILDING & GR	34.17
INVOICE: FRAF-145									
FRAF-61	09/27/12			10415	W	10/22/12	65000	530310 PARTS PURCHASED	5.65
INVOICE: FRAF-145									
FRAM-12	09/27/12			10410	W	10/22/12	121200	521230 PUBLIC RELATIONS	33.56
INVOICE: FRAM-60									

WARRANT: 1012-5 TO FISCAL 2013/06 05/01/2012 TO 04/30/2013

VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
GRER-44	09/27/12			10419	W	10/22/12	50200	520970	MAINTENANCE-BUILDING & GR	193.10
INVOICE: GRER-64										
HANJ-6	09/27/12			10420	W	10/22/12	143100	520620	EMPLOYEE EDUCATION	40.00
INVOICE: HANJ-20										
HARJ-57	09/27/12			10426	W	10/22/12	134000	530105	OPERATING SUPPLIES	68.55
INVOICE: HARJ-159										
HEFJ-69	09/27/12			10428	W	10/22/12	121500	530105	OPERATING SUPPLIES	162.50
INVOICE: HEFJ-161										
HOLW-68	09/27/12			10432	W	10/22/12	134000	530105	OPERATING SUPPLIES	57.05
INVOICE: HOLW-132										
HORK-20	09/27/12			10438	W	10/22/12	143100	530100	OFFICE SUPPLIES	23.61
INVOICE: HORK-39										
HULS-63	09/27/12			10439	W	10/22/12	126000	530100	OFFICE SUPPLIES	5.76
INVOICE: HULS-142										
IZZD-62	09/27/12			10445	W	10/22/12	121200	520305	EMPLOYEE RECOGNITION	60.99
INVOICE: IZZD-136										
KOLH-55	09/27/12			10446	W	10/22/12	121300	530105	OPERATING SUPPLIES	111.95
INVOICE: KOLH-111										
LUDM-71	09/27/12			10448	W	10/22/12	55715	520975	MAINTENANCE-EQUIPMENT	4,370.98
INVOICE: LUDM-441										
MILC-24	09/27/12			10455	W	10/22/12	134000	530105	OPERATING SUPPLIES	106.40
INVOICE: MILC-100										
NORP-57	09/27/12			10459	W	10/22/12	134000	530105	OPERATING SUPPLIES	37.20
INVOICE: NORP-97										
PEKC-70	09/27/12			10460	W	10/22/12	55700	580100	CAPITAL IMPROVEMENTS	685.00
INVOICE: PEKC-335										
PEKM-68	09/27/12			10463	W	10/22/12	55700	530100	OFFICE SUPPLIES	301.98
INVOICE: PEKM-204										
SMIS-35	09/27/12			10466	W	10/22/12	134000	530105	OPERATING SUPPLIES	22.47
INVOICE: SMIS-67										
TAVE-33	09/27/12			10467	W	10/22/12	134000	530105	OPERATING SUPPLIES	16.58
INVOICE: TAVE-38										
VESJ-69	09/27/12			10468	W	10/22/12	55750	520945	PRODUCTS/RESALE	122.48
INVOICE: VESJ-163										
WACK-8	09/27/12			10470	W	10/22/12	122000	530100	OFFICE SUPPLIES	129.99
INVOICE: WACK-15										
WEBN-51	09/27/12			10473	W	10/22/12	134000	520934	DARE PROGRAM EXPENSES	801.94
INVOICE: WEBN-111										
VENDOR TOTALS		172,677.45 YTD INVOICED						253,848.79 YTD PAID		20,750.85
922 VILLAGE OF GLEN ELLYN										
120495-90	10/01/12			10475	W	10/22/12	135000	521200	UTILITIES	189.18
INVOICE: 120495-91										
121350-92	10/01/12			10476	W	10/22/12	121600	521200	UTILITIES	26.75
INVOICE: 121350-93										
121360-76	10/01/12			10477	W	10/22/12	121600	521200	UTILITIES	112.44
INVOICE: 121360-77										
122670-91	10/01/12			10478	W	10/22/12	121600	521200	UTILITIES	33.78
INVOICE: 122670-92										
127680-93	10/01/12			10480	W	10/22/12	50100	521200	UTILITIES	12.84

WARRANT: 1012-5

TO FISCAL 2013/06 05/01/2012 TO 04/30/2013

VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
INVOICE: 127680-94										
140210-89	10/01/12			10481	W	10/22/12	53000	521200	UTILITIES	32.10
INVOICE: 140210-90										
140220-91	10/01/12			10482	W	10/22/12	53000	521200	UTILITIES	12.84
INVOICE: 140220-92										
140250-91	10/01/12			10483	W	10/22/12	55710	521200	UTILITIES	15.84
INVOICE: 140250-92										
315090-89	10/01/12			10484	W	10/22/12	121300	521200	UTILITIES	268.78
INVOICE: 315090-90										
315215-85	10/01/12			10485	W	10/22/12	53000	521200	UTILITIES	231.12
INVOICE: 315215-86										
36695	10/01/12			10479	W	10/22/12	121600	521200	UTILITIES	132.25
INVOICE: 122675-16										
410010-90	10/01/12			10486	W	10/22/12	121300	521200	UTILITIES	336.84
INVOICE: 410010-91										
411170-83	10/01/12			10487	W	10/22/12	55710	521200	UTILITIES	157.08
INVOICE: 411170-84										
413030-89	10/01/12			10488	W	10/22/12	55720	521200	UTILITIES	365.51
INVOICE: 413030-90										
413030-89	10/01/12			10488	W	10/22/12	55730	521200	UTILITIES	365.51
INVOICE: 413030-90										
423925-91	10/01/12			10489	W	10/22/12	135000	521200	UTILITIES	92.88
INVOICE: 423925-92										
VENDOR TOTALS		13,035.61 YTD INVOICED						14,266.69 YTD PAID		2,385.74
									REPORT TOTALS	23,136.59

	COUNT	AMOUNT
TOTAL WIRE TRANSFERS	104	23,136.59

** END OF REPORT - Generated by Mary Romanelli **

A-6C

November 14, 2012

Kyle Kuramitsu
Malloy's Finest Wine and Spirits
580 Roosevelt Road
Glen Ellyn, IL 60137

RE: 2012 Homebrew Day Demonstration

Dear Mr. Kuramitsu:

This letter is to confirm action taken at the Village Board Meeting on Tuesday, November 13, 2012 regarding the event that took place at Malloy's Finest Wine and Spirits, 580 Roosevelt Road, on Saturday, November 3, 2012 as described in your event request letter sent on October 18, 2012. The Village Board approved your requests and has retroactively waived the pertinent sections of the Village Code which have been further outlined below.

1. Approval for the event to take place on Saturday, November 3, 2012 between 2:00 p.m. and 5:00 p.m. All activities must remain within the parking lot at Malloy's Finest Wine and Spirits.

2. Section 10-4-15(B)19 of the Village Code concerning outdoor merchandise, storage, promotional activities or tents in the C3 Service Commercial District has been retroactively waived for the event.

3. Section 6-2-3.8 of the Village Code concerning the manufacturing of intoxicating liquors on any premises has been waived for the event. This approval is subject to demonstration purposes **only** and does not permit or allow for the consumption of alcohol. Any consumption of alcohol during this event will be enforceable to the full effect of the Village Code.

4. Malloy's is reminded that if balloons and/or signs are utilized to direct guests to the party, it must be in accordance with Sections 4-5-8(B) and 4-5-9 of the Sign Code and as reflected in the attached brochure.

Please note that future event requests will be required to be submitted at least **30 days** in advance of the proposed event. Such request will be required to provide at a minimum, all event activities or a thorough description, event date, time, and location.

Civic Center
535 Duane Street
Glen Ellyn, IL 60137

Administration
630-469-5000
Fax 630-469-8849

Finance
630-547-5235
Fax 630-469-1757

Planning and Development
630-547-5250
Fax 630-547-5370

Police
630-469-1187
Fax 630-469-1861

Public Works
30 South Lambert Road
Glen Ellyn, IL 60137
630-469-6756
Fax 630-469-3128

The Village Links and Recreation
485 Winchell Way
Glen Ellyn, IL 60137
630-469-8180
Fax 630-469-8580

www.glenellyn.org
www.villagelinksgolf.com

The Village expects Malloy's to monitor the event to the best of its abilities to ensure that all conditions contained in this letter are observed. Violations that cannot be resolved at the scene may be reported to the Police Department.

Sincerely,

Mark Franz
Village Manager

cc: Staci Hulseberg, Planning and Development Director
Phil Norton, Police Chief
Dave Buckley, Assistant Public Works Director
Bill Holmer, Deputy Police Chief
Danamarie Izzo, Assistant to the Village Manager – HR
Patti Underhill, Administrative Services Coordinator

A-6D

November 14, 2012

Carl Curatola
GiaVia Sweets
1173 Hancock Street
Carol Stream, IL 60188

RE: GiaVia Sweets Temporary Itinerant Merchant License for Property Located at 696 Roosevelt Road, Glen Ellyn

Dear Mr. Curatola:

This letter is to confirm action taken at the Village Board Meeting on Tuesday, November 13, 2012 regarding the approval for a limited duration itinerant merchant license for GiaVia Sweets to engage in business activity in the parking lot of Advance Auto Parts located at 696 Roosevelt Road. The Village Board has approved this license along with a waiver of pertinent sections of the Village Code subject to conditions indentified below.

1. Approval of an itinerant business license for GiaVia Sweets to engage in business activity beginning November 21, 2012, for a period of time not more than one hundred (100) days. The itinerant business license for GiaVia Sweets shall expire on **March 1, 2013**.

2. The GiaVia truck will be permitted to park in the private parking lot of Advance Auto Parts located at 696 Roosevelt Road once a week on Wednesday between the hours of **3:00 p.m. and 6:00 p.m.**

3. Section 10-4-15(B)19 of the Village Code concerning promotional activities in the C3 Service Commercial District has been waived for the duration of your limited duration itinerant merchant license as set forth above.

4. Section 10-5-8(C) of the Village Code concerning the use of off-street spaces for uses other than parking has been waived for the duration of your license. As a condition, business activities shall be confined to two (2) parking spaces in the parking lot. Additionally, your truck may not be parked in such a way that it will cause visibility problems for any motorists entering or leaving the parking lot or the adjacent lots. The Police Department has the authority to direct that you move your vehicle should this be an issue.

5. Sale of food/drinks will be allowed between the hours of 3:00 p.m. and 6:00 p.m. only after approval by the DuPage County Health Department. Approval by the DuPage County Health Department must be provided to the Planning and Development Department prior to the start of business activities in the Village.

Civic Center
535 Duane Street
Glen Ellyn, IL 60137

Administration
630-469-5000
Fax 630-469-8849

Finance
630-547-5235
Fax 630-469-1757

Planning and Development
630-547-5250
Fax 630-547-5370

Police
630-469-1187
Fax 630-469-1861

Public Works
30 South Lambert Road
Glen Ellyn, IL 60137
630-469-6756
Fax 630-469-3128

The Village Links and Recreation
485 Winchell Way
Glen Ellyn, IL 60137
630-469-8180
Fax 630-469-8580

www.glenellyn.org
www.villagelinksgolf.com

6. GiaVia Sweets is reminded that nothing other than the GiaVia truck may be located on the private property at 696 Roosevelt Road. This prohibition includes, but is not limited to, signage, storage, activities, tents, balloons, or other materials. At no time may any materials be placed on the public right-of-way, parkway or public sidewalk.

Please note that this approval is subject to the following conditions:

1. An itinerant business license application must be filed with the Police Department prior to engaging in any business activity in the Village.

2. The itinerant business license fee shall be one dollar fifty cents ($1.50) per day, which will be due at the time of your license application submission.

3. The Village reserves the right to revoke this license at any time in the event that business activity negatively impacts the health, safety, or welfare of individuals in Glen Ellyn.

The Village expects GiaVia Sweets to monitor their business activity to ensure that all conditions contained in this letter are observed. Violations may result in the issuance of a citation or the immediate revocation of the temporary itinerant merchant license. If you have any questions, please contact the appropriate Village personnel.

Sincerely,

Mark Franz
Village Manager

cc: Staci Hulseberg, Planning and Development Director
Phil Norton, Police Chief
Bill Holmer, Deputy Police Chief
Martha Corner, Economic Development Coordinator
Bill Keel, Property Maintenance Inspector

A-6E

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Martha Corner, Economic Development Planner MC

DATE: November 5, 2012

RE: 413 North Main- Elite Eyewear
Commercial Façade Improvement Grant Application

Background

The Commercial Façade and Downtown Commercial Interior Improvement Programs were created to facilitate the private sector in making exterior and interior improvements that benefit the overall appearance, quality and vitality of the Village's commercial districts. Approved projects are eligible to receive a matching grant of fifty (50) percent of the actual improvement costs up to a maximum of $15,000 for façade improvements and another $15,000 for interior improvements for new businesses or expanding businesses. As indicated on the Village Grant Program Summary Chart (attached), $67,038 in grant funding has been approved thus far in fiscal year 2012-2013 ending April 30. With $100,000 budgeted for the grant program this year, there is approximately $32,692 of available funds remaining.

On October 16, 2012 Tracy Hortatsos, co-owner of Elite Eyewear located 413 North Main, applied for a Façade Improvement Grant for a new awning on the building located on the aforementioned property. This retail building is located in the C5A Central Business District Central Retail Core Sub-district on the east side of North Main Street south of intersection of North Main and Hillside. Since the time of the application, the awning has been installed (photograph attached).

Façade Grant Issues

Façade Improvement Grants are available to all commercial properties in the Village. Eligible applicants include the owners of commercial buildings or commercial businesses. Work which qualifies for assistance through the Commercial Façade Improvement Grant includes improvements to the exterior of a building which are visible from the public right-of-way. Eligible improvements include façade repair and treatment, window frame replacement, exterior doors, awnings without signage, exterior lighting, restoration of original architectural features, and other projects which will provide permanent exterior improvements to the property. Additionally, applicants must plan to install a minimum of $1,000 of material improvements.

Eligible façade improvement costs outlined/identified in Ms. Hortatsos' application include:

• Awning	$ 836
• Framework	$ 250
Total:	**$ 1,086**
Eligible for 50% Matching Grant:	**$ 543**

These improvements have enhanced the appearance of the building and meet the guidelines as established in the Commercial Façade Improvement Grant Program. Therefore, staff has no concerns with the Village Board awarding the requested grant. Additionally, the petitioner has estimated that the business will produce sales resulting in approximately $2,970 additional yearly sales tax revenue for the Village.

Action Requested

1) Façade: The Village Board may approve the request for a $543 Commercial Façade Improvement Grant, approve a different grant amount, or choose to deny the request.

Attachments

- Location Map
- FY 12-13 Village Grant Programs Summary chart updated November 1, 2012
- Tracy Hortatsos Commercial Façade Improvement Grant Application
- Photograph of Awning

C: Tracy Hortatsos, Elite Eyewear Business Owner

413 N. Main Street

Prepared By: Planning and Development
Date: November 1, 2012

0 75 150 300 Feet

N

VILLAGE GRANTS PROGRAM
Updated 11/01/12

BUSINESS	APPLICANT NAME	ADDRESS	TYPE OF GRANT	DATE RECEIVED	DATE OF APPROVAL	AMOUNT REQUESTED	AMOUNT APPROVED	EXPIRATION DATE
FY 10/11								
Gratto		433 Main	Façade		11/18/2010	$ 10,000.00	$ 10,000.00	11/18/2011
Treasure House		479 Pennsylvania	Façade		12/16/2010	$ 3,000.00	$ 3,000.00	12/16/2011
Marcel's	Jillian Foucre	490 N. Main	Interior	1/9/2011	1/20/2011	$ 15,000.00	$ 12,341.00	1/20/2012
						$ 28,000.00	**$ 25,341.00**	
FY 11/12								
Marcel's	Jillian Foucre	490 N. Main	Façade	6/8/2011	6/27/2011	$ 15,000.00	$ 15,000.00	6/27/2012
Costello	Joe Costello	474 N. Main	Interior	6/20/2011	6/27/2011	$ 20,000.00	$ 15,000.00	6/27/2012
Key Investment	Jeanine Valdez	462 Park	Façade	6/22/2011	7/25/2011	$ 10,000.00	$ 5,000.00	7/25/2012
Larc Jewelers	Jay Gilbert	479 N. Main	Façade	4/27/2011	4/23/2012	$ 1,876.00	$ 1,876.00	4/23/2013
Northside Grill	Dan Sronkoski	499 Pennsylvania; #D	Façade	7/8/2011	11/14/2011	$ 526.00	$ 526.00	11/14/2012
Northside Grill	Dan Sronkoski	499 Pennsylvania; #D	Interior	10/14/2011	11/14/2011	$ 12,500.00	$ 12,500.00	11/14/2012
Subway	Suryakant Patel	572 Crescent	Interior	10/3/2011	11/14/2011	$ 15,000.00	$ 15,000.00	11/14/2012
Subway	Suryakant Patel	572 Crescent	Façade	10/3/2011	not approved	$ -	$ -	
						$ 74,902.00	**$ 64,902.00**	
FY 12/13								
New Business	Andy Hortatsos	542 Crescent		*anticipated 2012*				
Katy's Boutique	Katy Balabinis	427 Main	Façade	3/27/2012	5/14/2012	$ 3,440.00	$ 3,440.00	5/14/2013
AliKat	Sandra Moore	499 Pennsylvania; #B	Interior	4/11/2012	5/14/2012	$ 15,000.00	$ 15,000.00	5/14/2013
Papier Girl	Lesley Vesevick	413 Main	Interior	4/11/2012	5/14/2012	$ 14,550.00	$ 14,550.00	5/14/2013
Run Today	Paul O'Neill	515 Crescent	Façade	6/7/2012	8/20/2012	$ 671.50	$ 671.50	8/20/2014
Run Today	Paul O'Neill	515 Crescent	Interior	6/7/2012	8/20/2012	$ 14,373.84	$ 11,706.00	8/20/2014
Flour+Wine	Michael Vai	433 Main	Interior	9/9/2012	8/8/2012	$ 8,485.64	$ 6,670.37	8/8/2016
Oberweis	Joe Oberweis	515 Roosevelt	Façade	8/6/2012	10/22/2012	$ 15,000.00	$ 15,000.00	10/22/2014
Backberry Market	Anna Davidson	401 Main	Interior	10/4/2012		$ 15,000.00		
Elite Eyewear	Tracy Hortatsos	413 Main	Façade	10/16/2012		$ 543.00		
						$ 87,063.98	**$ 67,037.87**	

VILLAGE OF GLEN ELLYN
Commercial Façade Improvement Grant Application

REQUIRED SUBMITTALS WITH APPLICATION:

1. Current digital photos of all building facades visible from the public right of way which will receive improvements
2. A schematic drawing with enough detail to depict the proposed improvements
3. Signed vendor contract(s) with detailed costs for each proposed improvement (excluding ineligible portions of improvements, e.g. lettering on awnings) — Next page.
4. Consent from the building owner for proposed improvements, by signature on the attached form
5. Completed IRS Form W-9 Request for Taxpayer Identification Number and Certification
6. Projected sales tax* and/or property tax for the three years following the completion of the improvements covered by the grant.
7. A narrative as outlined below:
   a. Description of proposed façade work including information about the proposed building materials and methodology for proposed changes.
   b. Description of your business and the related industry.
   c. Features and advantages of your product and how improvements sought will improve the business and/or Village.
   d. Credentials and experience of business owner.
   e. Any unusual or expected difficulties or hardships in making the proposed improvements.

**Please note that if you are awarded a grant, you must submit actual sales tax receipts for the three consecutive years following the completion of the improvements. The actual sales tax receipts from the State of Illinois of the prior calendar year shall be provided to the Village by February 15.*

BUSINESS OWNER INFORMATION

Business Owner Name: Andrew & Tracy Hortatsos

Home Address: 438 Stagecoach Run Glen Ellyn, IL 60137

Business Name: Elite Eyewear

Business Address: 413 N. Main, #2

Business Phone: 630-793-9850 Fax Number: 630-474-9472

Home Phone: 630-899-9400 Email Address: thortatsos@yahoo.com

If tenant, what is the expiration date of your current lease? 6-30-14

If buyer under contract or tenant, who is the property owner?

Property Owner Name: Svigos Asset Mgmt.

Property Owner Address: 580 N. Bank, #33, Lake Forest, IL 60045

Property Owner Phone: 312-479-6130

Property Owner Fax:

Property Owner E-mail: nick@svigos.com

DESCRIPTION OF PROPOSED IMPROVEMENTS

We are replacing the awning that was previously "Teas and Toes." The new awning "Elite Eyewear" will be the same size & shape as the previous awning.

ITEMIZED ACTIVITY DESCRIPTION (see attached)

	COST	
Awning	836.00	1086.00
Framework	250.00	
Artwork	354.00	
Permits	195.00	
Labor	302.30	
Tax	83 50	

TOTAL PROJECT COST: 2,020.80

AMOUNT OF GRANT ASSISTANCE REQUESTED: $ 543.00 (1/2 1086 ÷ 2)

APPLICATION CERTIFICATION

I, the undersigned, certify that I have read the program description and requirements for the Village of Glen Ellyn Façade Improvement Grant Program. I certify that all information provided herein is true and accurate to the best of my knowledge. I understand that the improvements described in this application must receive all required permit approvals from the Village of Glen Ellyn prior to the commencement of construction.

Furthermore, I, the undersigned, my successors and assigns, hereby agree to save and hold harmless the Village of Glen Ellyn and any of its employees, officers and directors from all cost, injury and damage to any person or property whatsoever, any of which is caused by an activity, condition or event arising out of the performance, preparation for performance or nonperformance of any project improvement included in my grant application. The above cost, injury, damage or other injury or damage incurred by or to any of the above shall include, in the event of an action, court costs, expenses of litigation and reasonable attorneys' fees. I understand that if my business closes or moves out of the Village of Glen Ellyn within 3 years I will be required to repay the Village in an amount as described on page 3 of the grant packet.

Andrew & Tracy Hortatsos
Applicant Name (PRINT)

Tracy Hortatsos
Applicant Signature

10-12-12
Date

CONSENT FROM PROPERTY OWNER (Required if different from Applicant)

Sviggs Asset Mgmt.
Property Owner Name (PRINT)

Nick Vittore - see attached
Property Owner Signature

10-12-12
Date

**********Office Use Only**********

Application is: _____ Approved _____ Denied

_____
Village President

_____
Date

_____
Planning and Development Director

_____
Date

Hi Tracy ... below is the breakdown you are looking for.

Thanks,

Stephanie
Aurora Tent & Awning, Inc.
630.420.2000

Awning:	$836.00
Artwork:	$354.00
Framework:	$250.00
Permits:	$195.00
Tax:	$83.50
Labor:	$302.30

AURORA TENT AND AWNING, INC.

10206 CLOW CREEK ROAD • PLAINFIELD, IL 60585

PHONE 630.420.2000/800.371.6889

FAX 630.420.2001

EMAIL: AURORATENTAWNING@AOL.COM

PROPOSAL SUBMITTED TO:

ELITE EYEWEAR
ATTN: TRACY
413 N. MAIN STREET #2
GLEN ELLYN, IL 60137
thortatsos@yahoo.com

JOB ADDRESS:

SAME

DATE	PHONE NO.	# LOCATIONS	INSTALLED	INVOICE NO.	OUR P.O. NO.	ORDER NO.
8-14-12 REVISED 8-17-12 REVISED 9-11-12	630-899-9400	PHONE	NORM			

BELOW PLEASE FIND PRICING FOR (1) COMPLETE AWNING

PRICE INCLUDES:

- WELDED ALUMINUM FRAMEWORK
- MATERIAL: SUNBRELLA, 4622 TERRA COTTA
- ARTWORK, 2 COLORS : Imitation gold, white
- LOGO AS PER DRAWING
- INSTALLATION

SIZING:

DROP:	34"
PROJ:	24"
WIDTH:	12'
VERTICAL:	9"

PRICE :	**$1,190.00**
FRAMEWORK:	**$ 250.00**
TAX:	**$ 100.80**
INSTALLATION:	**$ 290.00**
3RD ART COLOR:	**$ ~~95.00~~**
PERMIT	**$ 95.00**
PERMIT FEES	**$ 100.00**
TOTAL:	**$2,120.80**

*****TO BEGIN PROCESSING, PLEASE SIGN AND RETURN CONTRACT WITH YOUR DEPOSIT.**
IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CALL. THANK YOU!!!***

*** WE PROPOSE *hereby to furnish material and labor-complete in accordance with above specification,, for the sum of:*

TWO THOUSAND ONE HUNDRED TWENTY DOLLARS AND 80/100 Dollar: **($2,120.80)**

Payment to be made as follows:

A DEPOSIT IN THE AMOUNT OF $1,400.80 IS REQUIRED TO BEGIN MANUFACTURING.

Materials will be furnished only as stated on contract any deviation or alteration from the above specifications involving extra cost of material or labor will be performed only upon written contact for same and will become an extra charge over the sum mentioned in this contract. All Agreements must be made in writing. All agreements contingent upon strikes, accidents or delays beyond our control. The contractor agrees to carry appropriate insurance as required.

Authorized Signature Matt Dial

This proposal may be withdrawn by us if not accepted within _____ days.

Date of Acceptance 9-11-12

The appearance of my signature below authorizes the above contractors to complete the above contract. I agree to pay cash when work is completed, or on terms satisfactory to the above contractor until paid in full. If payment is not made as per contract is paid full and all costs, including court cost and reasonable attorney's fees.

Signature Tracy Hortatsos

VILLAGE OF GLEN ELLYN
Commercial Façade Improvement Grant Application

Elite Eyewear, 413 N. Main, #2

The projected sales tax for the next three years following the completion of the awning improvement is $8,910.

The new awning proposed with be very similar in size to the previous awning used for "Teas and Toes." Please see the attached for dimensions, color and artwork.

Elite Eyewear is an exclusive high end retailer offering sunglasses, reading glasses, goggles, safety eyewear, clothing and accessories. We offer a variety of eyewear used for sports and fashion.

We will be bringing in more shoppers to Glen Ellyn, because of our unique products! Our products are difficult to find, and many of the glasses cannot be found in typical eyeglass shops like Sunglass Hut and others. We have been open for one month, and have already received many customers driving to Glen Ellyn from other cities and states for our specialty products. They found us online, since our Glen Ellyn location is not listed on several sunglass manufacturer websites. We are the exclusive supplier of Vuarnet sunglasses into the U.S. market, so consumers often seek us for Vuarnet and other unusual brands.

Andrew and Tracy Hortatsos have owned this sunglass business for 15 years, and have sold strictly online. This is their first retail store, but they will continue to sell specialty eyewear online. Thus, this Glen Ellyn store sales represents additional business, and will supplement their main online business.

No unusual or expected difficulties or hardships are expected in making the proposed awning improvement.

STORE LEASE

STORE LEASE DATED June 22, 2012, BETWEEN 413 MAIN STREET LLC C/O SVIGOS ASSET MANAGEMENT ("LANDLORD") AND The CyberMarketing Group, Inc. ("TENANT") FOR 413 N. MAIN STREET ("THE BUILDING") UNIT #2/4, GLEN ELLYN IL. 60137 ("PREMISES") FORMERLY TEAS & TOES. THE PREMISES IS APPROXIMATELY 1,135 SQUARE FEET.

1. **Term of the Lease.** The term of the Store Lease (hereinafter the "Lease") shall be 2 years, commencing ~~August 1, 2012~~ or such other time as may be required under this Lease (the "Commencement Date"). June 25, 2012 N.V.

   Landlord will provide tenant with access and possession to the premises upon the signing of this lease agreement.

2. **Base Rent.**
   a. Tenant shall pay to Landlord a minimum annual rent (including real estate tax, common area maintenance), commencing on the Commencement Date and continuing throughout the Term, in lawful money of the United States, the rental amounts as set forth in the following schedule:

Lease Year	Gross Rental Amount
Free Period – June 25 –July 31, 2012	FREE
Year 1 – Aug 1, 2012 – July 31, 2013	$1,900 per month Incl Tax & Common Area Maintenance
Year 2 – Aug 1, 2013 –July 31, 2014	$1,900 per month Incl Tax & Common Area Maintenance

   b. Rent for this premises shall be a gross amount which includes real estate taxes and common area maintenance. In the event that a Tenant's proportionate share of the building is required, Tenant's share will be determined by the actual square footage of Tenant's space which will be calculated in accordance with the standard method of floor measurement as determined by the Building Owners and Managers Association International (BOMA).
   c. Such Rent shall be payable in advance, without demand and without abatement, reduction, set-off or deduction, on the first day of each calendar month during the Term. If the Commencement Date shall fall on a day other than the first day of a calendar month, the Base Rent shall be apportioned pro rata on a per diem basis for said month.
   d. Tenant covenants to pay the Rent and additional payments as may be required by this Lease. Except as otherwise herein expressly provided, nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder, or limit any other remedy of Landlord.
   e. All rents must be paid via automatic electronic bank transfer, otherwise known as "Direct Deposit" or "Bank Wire" to Svigos Asset Management's account at Landlord's bank of choosing, if Tenant is unable or refuses to pay rent via ACH/Direct Deposit there will be a $15 handling fee per check which must be

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included with each rent payment or paid upfront yearly ($180 per year); no third party checks accepted under any circumstances.

f. Tenant shall, at its own cost and expense completely maintain the Premises including but not limited to:

i. keep the Premises decorated, in good order and repair and in a tenantable condition during the Term;

ii. maintain in good condition and repair all electrical, plumbing and sewer fixtures and systems located within or serving the Premises. Landlord agrees to limit Tenant's total yearly expenditure to $2,000 for plumbing and or electrical repair, as long as such repair is not the result of Tenant's actions or operation causing such damage;

iii. maintain, repair and replace as needed such fire protection devices as may be required by any governmental body or insurance underwriter for the Building, including but not limited to 24hr illuminated exit signs with battery back-up, emergency lights with battery back-up, fire extinguishers (inspected and retagged yearly), strobes, fire/smoke detectors, and fire monitoring service; Landlord will be responsible for the installation of any sprinkler systems if required by the relevant governing authority as long as such requirement is not the result of tenant's use and operation of the premises;

iv. Tenant is responsible for the maintenance, repair, starting up or initial service and or replacement of any heating, cooling or ventilation devices/systems serving the premises whether existing or installed during or prior to the commencement of the lease. Tenant is further required to change Tenant's air conditioning / furnace filter as necessary, but not less than five (5) times a year and have Tenant's air conditioner and heater serviced as necessary, but not less often than three (3) times a year by a qualified and licensed HVAC technician and at the sole discretion of the Landlord, Landlord may request proof from Tenant, in the form of receipts and work orders, proving HVAC devices serving the premises have indeed been properly maintained, failure to provide will constitute a breach of Tenant's maintenance obligation thus breaching this lease; The existing central HVAC system was installed on or about January 1, 2009 and all existing warranties will transfer to tenant.

v. In the event that the HVAC system requires a major repair or replacement not covered under warranty, defined as the replacement of a heat exchanger or condenser coil or a repair that costs more than 50% of the cost of a new unit, Landlord and Tenant will split the cost of the replacement. Tenant agrees that this term does not include regular maintenance repairs and replacements such as belts, fuses, filters, or other items.

vi. Tenant is responsible for the maintenance, repair, and replacement of all plate glass within or part of the premises, such as but not limited to doors, store fronts, windows, partitions, transits and sky lights;

vii. Tenant is responsible for the maintenance, repair and replacement of all windows/doors, such as but not limited to window frames, moldings, window/door systems, doors, doorframes, door locks, door opening/closing mechanisms, door handles, any door hardware, etc for all windows/doors serving or within the premises;

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viii. Tenant, at its expense, shall make any and all repairs to the Premises as may be necessitated by any break-in, forcible entry or other trespass into or upon the Premises, regardless of whether or not such entry and damage is caused by the negligence or fault of Tenant or Landlord or occurs during or after business hours;

ix. Tenant is responsible for providing adequate heat during winter to ensure the free flow of all plumbing, sewage, and sprinkler systems including free flow up to the common sewer line;

x. make all other repairs and replacements to the Premises, and

xi. Tenant shall remove all debris.

xii. If Tenant fails to make or commence to make such repairs or replacements promptly after written notice thereof from Landlord, Landlord may, in its sole discretion, do so and Tenant shall pay to the Landlord the reasonable cost with a 20% surcharge thereof within five (5) days of being billed therefore.

g. All payments of base rent and any other additional monies due monthly and or periodically as herein described shall be defined Rent for any purposes pertaining to this Lease

3. **Delinquency Charges.** To each and every installment of Rent including but not limited to base rent, tax, cam or other charges or fees which are not received by Landlord within five (5) days after the due date, there shall be added a delinquency charge equal to 5% of total rent due or any other outstanding amount on Tenant's ledger due, payable immediately without the necessity of notice or demand by Landlord and said amount shall be Additional Rent as defined herein. This delinquency charge is not an interest charge and is charged to insure prompt payment of rent and reimburse Landlord for late rent collection processing. This delinquency charge shall be imposed on the entire balance of rent and any other fees charged by Landlord for each period that said payments are due. Monthly Rent payments together with any additional rental amounts outstanding shall be due and payable not later than the first (1st) day of each calendar month. Any delinquency charge imposed by Landlord is in addition to the Landlord's right to treat Tenant in default in accordance with any provisions listed above, and shall be cumulative of all of Landlord's remedies. Any delinquency charge owing hereunder shall be considered additional rent due hereunder and the failure of the Tenant to pay any delinquency charge due hereunder shall be deemed a default by Tenant. In addition, interest shall accrue on all past due sums at an annual rate equal to three percent (3%) in excess of the prime rate of interest announced from time to time by Chase Bank, Chicago, or its successor institution, but not in excess of the maximum legal rate. Such interest shall also be deemed additional rent. Notwithstanding this service and interest charge, Tenant shall be in Default if all payments required to be made by Tenant are not made at or before the times herein stipulated. Additionally in the event that Tenant makes a payment by check for rents and charges is returned for any reason, Tenant agrees to pay Landlord the sum of One Hundred Dollars ($100) as a handling charge in addition to any applicable late charge. Returned checks must be redeemed by cashier's check or money wire in addition to any late charges.

4. **Security Deposit**. As security for the performance of its obligations under this Lease,

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Tenant upon signing of this Lease, Tenant shall pay to Landlord a security deposit (the "Security Deposit") in an amount equal to **$1,900** to be held for the duration of this lease and any option or extension periods. Landlord may commingle such Security Deposit with other funds held by Landlord. Within thirty (30) days after the termination of this Lease, if such termination is not the result of Tenant's default hereunder, Landlord agrees to refund the balance of the Security Deposit without interest thereon, together with a statement for any expenditure made therefrom.

5. **Acceptance of Premises.** The Tenant's taking possession shall be conclusive evidence as against the Tenant that the Premises were in good order and satisfactory condition when the Tenant took possession. No promise of the Landlord to alter, remodel, decorate, clean or improve the Premises and to representations respecting the condition of the Premises have been made by the Landlord to the Tenant, other than as may be contained herein. Tenant's taking possession shall be subject to Landlord's reasonable approval of Tenant's work.

6. **Maintenance, Repair, Replacement and Real Estate Tax.**
   a. Landlord shall maintain and make all necessary structural repairs, replacements and alterations to the Building, including, but not limited to, foundations, roofs, exterior walls, marquees, structural columns and structural beams (excluding all windows and window frames, plate glass and doors); provided, however, that
      i. Landlord shall not be responsible for the maintenance or repair of electrical or plumbing fixtures located within or as part of the Premises or the maintenance or repair of any system, fixture or structure installed as a part of or in connection with Tenant's Work. Tenant shall take possession of premises as is.
   b. Landlord shall pay or cause to be paid all Real Estate Taxes assessed or imposed upon the property, which become due or payable during the Lease Term. The term "Real Estate Taxes" shall mean and include all Real Estate Taxes, public and governmental charges and assessments, including incurred by Landlord in contesting or negotiating with public authorities as to any of the same, and all sewer and other taxes and charges, but shall not include Tenant's machinery, equipment, inventory or other personal property or assets of the Tenant, Tenant agreeing to pay all taxes upon or attributable to such excluded property without appointment.

   c. The term "Common Areas" shall mean the interior and exterior areas and facilities within the Shopping Center/Building, which are: (i) not leased to a tenant, or (ii) by nature not leasable to a tenant for the purpose of the sale of merchandise or the rendition of services to the general public. Common Areas shall include but shall not be limited to all parking areas and facilities, roadways, driveways, entrances and exits, truck service ways and tunnels, utilities, water filtration and treatment facilities, retention ponds or basins located within or outside the Shopping Center/Building, retaining and exterior walls, sidewalks, open and enclosed malls, outside courts, inside courts, arcades, covered hallways, landscaped and planted areas, escalators, stairways, elevators, service corridors, service areas, loading docks, hallways, public restrooms, community rooms or areas, wooden or metal porches used for the means of ingress or egress,

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roofs, equipment, signs and any special services provided by Landlord for the common or joint use and benefit of all tenants or other occupants of the Shopping Center/Building, their employees, customers and invitees.

During the Term of this Lease Tenant is granted, subject to Landlord's rules and regulations promulgated by Landlord from time to time, the nonexclusive license to permit its customers and invitees to use the sidewalks, customer parking areas, the entrance and exit ways designated by Landlord for access and egress to and from the Premises from a public street or highway. Notwithstanding anything contained in this Lease to the contrary Landlord shall have the right, at any time and from time to time, without notice to or consent of Tenant, to change the size, location, elevation and nature of any of the stores in the Shopping Center/Building or of the Common Areas, or any part thereof, or of the common areas of the Shopping Center/Building, including, without limitation, the right to locate and/or erect thereon kiosks, structures and other buildings and improvements of any type as long as such changes do not infringe on tenant's leased area. Subject to any easements and restrictions of record granted or approved by Landlord from time to time, Common Areas shall be subject to the exclusive control and management of Landlord, and Landlord shall have the right, at any time and from time to time, to establish, modify, amend and enforce rules and regulations with respect to the Common Areas and the use thereof. Tenant agrees to abide by and conform with such rules and regulations on notice thereof and to cause its permitted concessionaires, invitees and licensees and its and their employees and agents to do the same.

7. **Tenant's Work.** In the event that Tenant plans on performing renovations either prior or after taking occupancy of the Premises or in order to obtain a certificate of occupancy and a business license from the relevant governing authority, Tenant is required to obtain architectural building plans ("Plans") from a licensed architect and any required building permits from the relevant governing authority. All work in the premises requiring a building permit will require Landlord's written approval. As per this term, Tenant is responsible for all permit costs and fees from the respective municipality under any and all circumstances.

All Tenant work is to be performed by Tenant at its expense ("Tenant's Work") in accordance and made a part hereof and in accordance with the provisions hereof:

a. All entry into the Premises and work done by Tenant shall be at Tenant's risk.
b. Tenant shall prepare and submit to Landlord store design and working drawings of Tenant's Work with respect to the Premises prepared in the manner and within any agreed time periods. In the event Tenant's plans and specifications, in the sole judgment of Landlord or Landlord's architect, are incomplete, inadequate or inconsistent with the terms of this Lease and/or do not conform to the standards of design, motif, decor and quality established or adopted by Landlord and/or would tend to create an imbalance with or be incompatible with adjoining premises, and/or would subject Landlord to additional costs or expenses in the performance of Landlord's Work, and/or would provide for or require any installation or work which is or might be unlawful or create an unsound or dangerous condition or adversely affect the structural soundness of the Premises or the building of which the same forms a part, and/or would interfere with the use and enjoyment of any adjoining space in the building in which the Premises are located, then, in the

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event Landlord determines that Landlord and Tenant are unable to agree upon store design drawings and/or working drawings, Landlord shall have the option, upon ten (10) days' written notice to Tenant instructing Tenant to cure said errors in architectural plans/drawings.

i. If Tenant does not cure the errors requested within 10 days Landlord and Tenant agree this is a material default of the lease.

ii. Tenant will be required to cease all work and vacate the space immediately until architectural plans and drawings are corrected, Lease will remain in full force and effect for the remainder of the term.

c. All work performed by Tenant shall be subject to Landlord's prior written approval and shall be in accordance with good construction practices, all applicable laws, codes, ordinances, regulations, and insurance requirements and Landlord's reasonable rules and regulations.

d. No material deviations from the formal plans and specifications, once approved by Landlord, shall be permitted. Landlord's review of Tenant's plans and specifications shall not constitute the assumption of any responsibility by Landlord for their accuracy or sufficiency, and shall in no event create an express or implied confirmation that Tenant's design and/or working drawings have been prepared in accordance with the requirements of applicable laws, codes, ordinances and regulations. Further, Landlord shall have no responsibility or liability for any loss or damage to any property belonging to Tenant. Tenant agrees to pay for all the utilities used or consumed in the Premises by Tenant on and after the Delivery Date. Tenant shall obtain, at Tenant's sole expense, all certificates and approvals, which may be necessary so that a certificate of occupancy for the Premises may be issued. Copies of all such certificates shall be delivered to Landlord prior to Tenant commencing Tenant's Work. Tenant shall give Landlord immediate written notice of any and all structural problems and building code violations encountered in accordance with Tenant's Work. Landlord shall have the right, but not the duty, to inspect construction operations in connection with any work on the Premises. Upon the issuance of the certificate of occupancy, a copy thereof shall be immediately delivered to Landlord. Except for Landlord's Work, Tenant shall ready the Premises for the opening of Tenant's business by the Term Commencement Date. Tenant may not make any exterior or structural alterations to the Premises without the prior written consent of Landlord. In addition, Tenant shall not make any interior alterations, except for alterations to the decor of the Premises provided such alterations affect color or merchandising aspects of the interior only, without giving prior written notice to Landlord and Landlord giving Tenant its written consent therefore. Any such alterations shall be performed in a good and workmanlike manner and in accordance with applicable legal and insurance requirements and the terms and provisions of this Lease. In the event that any mechanic's lien is filed against the Premises or Shopping Center as a result of any work or act of Tenant, Tenant, at its expense, shall discharge or bond off the same within ten (10) days from the filing thereof. If Tenant fails to discharge said mechanic's lien, Landlord may bond or pay without inquiring into the validity of merits of such lien and all sums so advanced shall be paid to Landlord as Additional Rent. Prior to the commencement of any work by Tenant, Tenant shall obtain public liability and worker's compensation insurance to cover every

contractor to be employed by Tenant, and shall deliver duplicate originals of all certificates of such insurance to Landlord for written approval.

If, in an emergency, it shall become necessary to make repairs required to be made by Tenant, Landlord may reenter the Premises and proceed to have such repairs made and pay the costs thereof. Tenant shall pay Landlord the costs of such repairs as Additional Rent.

8. **Rights Reserved by Landlord**. Landlord reserves and shall have the following rights, execrable, unless otherwise herein provided, without notice, without liability to Tenant for damage or injury to person, property or business, without being deemed an eviction or disturbance in any manner of Tenant's use or possession of the Premises and without relieving Tenant from its obligation to pay Base Rent and Additional Payments when due or from any other obligation hereunder:
   a. To change the Building's name or on one (1) year's notice unless otherwise required by law to change the street address of the Building;
   b. To install, affix and maintain any and all signs on the exterior and/or interior of the Building consistent with the operation of a first-class office building;
   c. On reasonable advance notice of at least 24 hours to and approval by an employee of Tenant, to display the Premises to prospective tenants at reasonable hours during the last twelve (12) months of the Term (or, if the Term of this Lease has been extended pursuant to Paragraph 22 hereof, during the twelve (12) months of the Term of this Lease as extended) and, if the Premises are vacant during the Term, to decorate, remodel, repair or otherwise prepare the Premises for re-occupancy, provided it will not disrupt normal business activities;
   d. To change the arrangement and/or location of entrances, doors, corridors, stairs, toilets or other public parts of the Building; provided, that such alterations do not allow other tenants of the Building or the public access to or passage through the Premises;
   e. To take any and all reasonable measures, including inspections, repairs, alterations, decorations, additions and improvements to the Premises or to the Building, as may be necessary or desirable in the operation thereof for the safety, protection or preservation thereof or Landlord's interest therein, provided Landlord will make reasonable efforts to minimize interference with Tenant's business;
   f. To retain at all times master keys or passkeys to the Premises other than that portion of the Premises designated by Tenant as record keeping or vault areas which, when locked, shall be under Tenant's exclusive control, provided, however, that Landlord agrees that, except in cases of emergency, Landlord will not enter the Premises unless Landlord has provided Tenant with 24 hour prior notice and Tenant shall have the right to accompany Landlord in each instance of Landlord's entry onto the Premises;

9. **Damage by Fire or other Casualty**.
   a. If the Premises or the Building are damaged by fire or other casualty, but are not made substantially un-tenantable, the Landlord shall proceed with due diligence to repair and restore the Building or Premises unless such damage occurs during the last eighteen (18) months of the Term (or, if the Term has been extended

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pursuant to Paragraph 26 hereof, during the last eighteen (18) months of the Term as extended), in which event Landlord shall have the right to terminate this Lease by delivery of written notice of such termination within thirty (30) days following the damage. If Landlord does not elect to terminate this Lease as hereinafter provided, it shall proceed with due diligence to repair and restore the Building or Premises. Substantially untenable shall be defined as more than 50% of the Premises or Building being un-tenantable.

b. If the Building or the Premises are made substantially un-tenantable by fire or other casualty, then Landlord shall, no later than sixty (60) days following the damage, give Tenant a notice in writing electing either:
   i. to terminate this Lease or
   ii. to repair and restore the Building or Premises, including, at Landlord's option, demolishing and rebuilding the same.

c. If Landlord notifies Tenant of its election to repair and restore (or demolish and rebuild) the Premises or Building, said notice shall contain Landlord's reasonable estimate of the time required to substantially complete the repair and restoration (or demolition and repair). If such estimate states that the time so required will exceed 180 days from the date of the damage, the Tenant shall have the right to terminate this Lease by delivery of written notice not later than twenty (20) days after the date of Landlord's notice. If Tenant fails to exercise its right to terminate this Lease, as herein provided, or if Landlord's estimate indicates that the repair and restoration (or demolition and rebuilding) can be substantially completed within 180 days, this Lease shall remain in full force and effect and Landlord shall proceed with due diligence to repair and restore the Building or Premises. If Landlord or Tenant elects to terminate this Lease, as provided above, the term of this Lease shall expire upon the thirtieth (30th) day after such notice is given. Tenant shall vacate the Premises, and surrender the same to Landlord. If all or any part of the Premises are rendered un-tenantable by fire or other casualty and this Lease is not terminated, the Rent due shall abate for all or the part of the Premises which are un-tenantable on a per diem basis from and after the date of the fire or other casualty and until the Premises are substantial repaired or restored, unless the fir or other casualty was caused by the intentional or negligent act or failure to act of Tenant or any of Tenant's agents, guests or employees.

10. **Condemnation.** In the event that the whole or any substantial part of the Premises shall be taken in any proceeding by any public authority by condemnation or otherwise, or be acquired for public or quasi-public purposes, this Lease shall terminate as of the date of the taking of possession by the condemning authority and the Base Rent and all Additional Payments payable by Tenant shall cease as of the date Tenant vacates the Premises.

11. **Event of Default.** Each of the following shall be an "Event of Default":

a. If Tenant fails to pay any installment of Base Rent, Additional Payments, or any other payment of money to be paid by Tenant under this Lease, within five (5) days after the same is due; or

b. If Tenant fails to observe or perform one or more of the other terms, conditions,

covenants or agreements of this Lease and such failure shall continue for a period of twenty (20) days after written notice from Landlord specifying such failure (unless such failure requires work to be performed, acts to be done, or conditions to be removed which cannot by their nature reasonably be performed, done or removed, as the case may be, within such twenty (20) day period, in which case no Event of Default shall be deemed to exist so long as Tenant shall have commenced to same within such twenty (20) day period and shall diligently and continuously prosecute the same to completion); or

c. If Tenant makes an assignment for the benefit of creditors, admits its inability to pay its debts or takes any action towards a general compromise of its debts or a composition with its creditors; or

d. If all or a substantial part of the assets of Tenant, including the leasehold interest hereunder of Tenant, are attached, seized or become subject to a writ or distress warrant, are levied upon or come within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors and such attachment, seizure, writ, warrant of levy is no withdrawn or removed within forty-five (45) days of its filing; or

e. If a notice of lien or levy is filed with respect to all or any of Tenant's assets located on the Premises by any federal, state, county or municipal body, department, agency or instrumentality for taxes or debts then owing by Tenant and such notice is not released or withdrawn within forty-five (45) days of its filing; or

f. If a judgment or other claim becomes a lien or encumbrance upon all or any of Tenant's assets located on the Premises and such judgment or claim is not vacated or satisfied within forty-five (45) days after its entry or filing; or

g. If Tenant does not keep regular and consistent hours of operation as per a similar or typical shop.

12. **Termination.** Upon the occurrence of an Event of Default under Paragraph 10, Landlord may, at its option, at any time thereafter, without notice, terminate this Lease or without terminating this Lease, forthwith terminate the Tenant's right to possession of the Premises and Tenant's obligations under this lease shall continue under said lease. Whether Landlord elects to terminate this Lease or Tenant's right to possession, or effect. Upon and after Landlord's entry into possession without termination of this Lease, it is Landlord's duty to make reasonable efforts to re-let the Premises or any part thereof to any person, firm or corporation other than Tenant for such rent, for such term and upon such conditions as Landlord, in Landlord's sole discretion shall determine, and Landlord shall not be required to accept any tenant offered by Tenant (provided that such acceptance shall not be unreasonably refused) or to observe any instructions given by Tenant covering such re-letting. In any such case, Landlord may incur reasonable expenses for repairs, alterations, improvements, additions and decoration of or to the Premises to the extent deemed necessary or desirable by Landlord for the purpose of re-letting the Premises. All such expenses plus all brokers' commissions and reasonable attorneys' fees incurred by Landlord in connection with any re-letting of the Premises shall be paid by Tenant to Landlord upon demand. If Landlord terminates Tenant's possession without termination of the Lease, Tenant shall, for the remainder of the Term,

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reimburse Landlord, on demand, for (a) any deficiency between rent and other charges reserved hereunder and the rent received by Landlord upon re-letting the Premises, and (b) the amount of any rent abatement given to Tenant pursuant to this Lease. If Landlord terminates the Lease, Landlord shall be entitled to recover from Tenant Base Rent and additional Payments which have accrued but are unpaid up to the date of termination, or for which Tenant has agreed to indemnify Landlord under any provisions of the Lease, and all costs and expenses, including court costs and attorneys fees incurred by Landlord in the enforcement of its rights and remedies hereunder, and in addition Landlord shall be entitled to recover as damages for loss of the bargain (i) the un-amortized cost to Landlord, computed in accordance with generally accepted accounting principles, of the tenant improvements and alterations paid for by Landlord for the Premises on Tenant's behalf, (ii) the amount of any rent abatement given to Tenant, (iii) the aggregate sum which at the time of termination represents the excess, if any, of the present value of the aggregate rents (including Base Rent and Additional Payments) at the same annual rate for the remainder of the Term as then in effect over the present value of the aggregate fair market value of the Premises for the Term, such present worth to be computed on the basis of the per annum discount rate of six percent (6%) from respective dates upon which such Base Rent and Additional Payments would have been payable hereunder had the Lease not been terminated, and (iv) any of the damages suffered by Landlord arising form Tenant's default hereunder.

13. **Surrender of Possession.** Upon termination of this Lease, whether by lapse of time or otherwise, or upon any termination of Tenant's right to possession of the Premises without termination of the Lease, Tenant shall surrender and vacate the Premises immediately and deliver possession thereof to Landlord in clean, good and tenantable condition, ordinary wear and damage by fire or other casualty excepted. Upon any termination which occurs other than by reason of Tenant's default, Tenant shall be entitled to remove from the Premises any built-in furniture, attached data or word processing or duplication equipment, trade fixtures, cables or appliances, provided that Tenant shall repair all damage resulting from such removal and shall restore the Premises to a tenantable condition. Subject to Paragraph 7, all other additions, decorations, fixtures, hardware and all improvements, temporary or permanent, in or about the Premises, whether placed there by Tenant or by Landlord shall remain Landlord's property and shall remain upon the Premises without compensation, allowance or credit to Tenant. In the event possession is not immediately delivered to Landlord or if Tenant shall fail to remove all of such property which it is entitled or directed to remove, Tenant hereby grants to Landlord to the extent permitted by law, full and free license to enter into and upon the Premises with or without process of law for the purposes of returning to Landlord the Premises as of Landlord's former estate, to expel or remove Tenant and any others who may be occupying the Premises and to remove any and all property therefrom using such force as may be necessary and permitted by law, without being deemed guilty of trespass, eviction or forcible entry or detained, and without relinquishing Landlord's right to rental or any other right hereunder.

14. **Holding Over.** If Tenant retains possession of the Premises or any part thereof after the termination of this Lease by lapse of time or otherwise, Tenant shall pay to Landlord Base Rent at one and one-half (1-1/2) the per diem rate payable for the month

immediately preceding said holding over, computed on a per diem basis, for each day or part thereof that Tenant thus remains in possession, and, in addition thereto, Tenant shall pay to Landlord all direct damages sustained by reason of Tenant's retention of possession. Alternatively, Landlord by written notice to Tenant and not otherwise, may elect to treat such retention of possession by Tenant as an extension of the Term of this Lease for an additional one (1) year period (such extension commencing on the thirty-first (31st) day following the date of such notice) at a monthly Base Rent equal to one hundred fifty percent (150%) of the monthly Base Rent in effect for the last month of the Term, unless Tenant has by that time vacated the Premises. In the event Landlord elects to extend the term of this Lease, the provisions of the first sentence of this paragraph shall not be applicable. The provisions of this paragraph shall not be deemed to limit or exclude any of Landlord's rights of re-entry or any other right granted to Landlord hereunder or under law.

15. **Landlord's Performance of Tenant's Obligations.** If Tenant shall default in the performance of any of its obligations, other than nonpayment of rent, tax, cam or any other charges or fees, hereunder and such default shall continue after the expiration of any notice or grace period herein provided, Landlord may perform such obligation for the account and expense of Tenant upon five (5) days' written notice except in cases of emergency, and Tenant shall reimburse Landlord therefor upon demand.

16. **Waiver of Claims and Indemnity.**

a. Tenant hereby releases and waives all claims against Landlord, the managing agent of the Building, and said persons' agents, employees and servants for injury or damage to person, property or business sustained in or about the Building or the Premises by Tenant, its agents, employees or servants, which injury or damage results from any act, neglect, occurrence or conditions in or about the Building or the Premises, except to the extent that such injury or damage is caused by the negligence or willful or wanton act or omission by Landlord, the managing agent, or said persons' agents, employees or servants.

b. Tenant hereby agrees to indemnify and hold Landlord, its agents, employees and servants harmless against any and all claims, demands, costs and expenses of every kind and nature, including reasonable attorneys' fees for the defense thereof, arising from Tenant's occupancy of the Premises or from any breach or default on the part of Tenant in the performance of any agreement of Tenant to be performed pursuant to the terms of this Lease, or from any act, omission or negligence of the Tenant, its employees, servants and agents in or about the Premises. In case any such proceeding is brought against Landlord, its agents, employees or servants, Tenant covenants to defend such proceeding at its sole cost and expense by legal counsel reasonably satisfactory to Landlord, if requested by Tenant.

c. Landlord shall have no responsibility for loss or damage to Tenant's personal property and no responsibility to insure the personal property of Tenant of whatever nature and wherever located on or within the Premises in the Building against any loss or damage thereto, however occasioned, it being understood and agreed that Tenant will so insure such personal property.

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17. **Tenant's Insurance Coverage.**
    a. Tenant, at Tenant's sole cost and expense, shall obtain and maintain, for the Term of this Lease, as extended, insurance policies in form and content, and issued by an insurer, reasonably acceptable to Landlord, providing the following coverage:
        i. all perils included in the classification "fire and extended coverage" under insurance industry practices in effect from time to time in the jurisdiction in which the Building is located covering Tenant's fixtures, equipment, furnishings, merchandise, alterations, improvements, Tenant's Work, and other contents in the Premises, for the full replacement value of said items;
        ii. plate glass insurance, if available; and
        iii. comprehensive generally liability insurance (including contractual liability) naming Landlord, and any mortgagee, as additional insureds, which policy is to be in the minimum amount of One Million Dollars ($1,000,000.00) combined single limit and Two Million Dolars ($2,000,000) aggregate coverage. Tenant shall deliver to Landlord certificates of insurance or duplicate originals of each such policy. Such policies described in this paragraph shall contain in provision that it shall;
        iv. not be cancelable and that it shall continue in full force and effect unless Landlord has received at least thirty (30) days' prior written notice of such cancellation or termination, and;
        v. not be materially changed without prior notice to Landlord.
        vi. Landlord reserves the right to charge Tenant the equivalent of $500 per month or the equivalent to the monthly premium of Tenant's insurance coverage, whichever is higher, for any period of time that Tenant is un-insured.

18. **Rights of Recovery of Insurance.** Landlord and Tenant agree to have all fire and extended coverage and material damage insurance which may be carried with respect to the Premises or to the property located therein endorsed with a clause substantially as follows: "This insurance shall not be invalidated should the insured waive in writing prior to a loss any or all rights of recovery against any party of loss occurring to the property described herein." Landlord and Tenant hereby waive all claims for recovery from each other for any loss or damage to them or to any of their property insured under valid and collectible insurance policies to the extent of the proceeds collected under such insurance policies.

19. **Subordination for Lease.** This Lease and the rights of Tenant hereunder shall be and are hereby made expressly subject and subordinate at all times to the lien of any mortgage or trust deed now existing against the Building, and to all advances made or hereafter to be made upon the security thereof. Tenant agrees to execute and deliver such further instruments subordinating this Lease to the lien of any such mortgage or trust-deed as may be requested in writing by Landlord from time to time. Tenant agrees that it will, by appropriate instrument, subordinate this Lease to any future mortgage or trust deed imposed on the Property.

20. **Assignment and Subletting.** Tenant may not assign, encumber or otherwise transfer this Lease, or any interest hereunder, or sublet the Premises, in whole or in part, without on

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each occasion first obtaining the prior express written consent of Landlord, which consent shall not be unreasonably withheld. Tenant agrees that in the event that Landlord consents to Tenant's assignment they will pay a $3,500 assignment fee.

21. **Freedom from Liens.** Tenant shall keep the Premises free from any liens arising out of any work performed, material furnished or obligations incurred by Tenant, and shall indemnify, protect, defend and hold Landlord harmless from any liens and encumbrances arising out of any work performed, material furnished or obligations incurred by or at the direction of Tenant. In the event that Tenant shall not, within fifteen (15) business days following the imposition of any deposit with Landlord cash or other security in an amount or form reasonably satisfactory to Landlord, Landlord shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including payment of and/or defense against the claim giving rise to such lien. All such sums paid by Landlord and all expenses incurred by it in connection therewith, including reasonable attorneys' fees and costs, shall be payable as Additional Payments to Landlord by Tenant on demand.

22. **Option.** Landlord agrees to offer Tenant one (1) option for the length of two (2) years at a rate of $2,100 per month during the entire term. Tenant shall provide Landlord with written notice of intention to vacate or exercise option at least 120 days prior to the expiration of any term. All terms shall remain in force as noted in this lease.

Option Year	Gross Rental
1	$2,100 per month
2	$2,100 per month

23. **Notices.** In every instance where it shall be necessary or desirable for the Landlord to serve any notice of demand upon Tenant, or for Tenant to serve any notice or demand on Landlord, except as otherwise expressly provided, such notices or demand shall be in writing and served at the following addresses:

If to Landlord: Svigos Asset Management
580 N. Bank Lane, Suite 33
Lake Forest, IL 60045

If to Tenant: The CyberMarketing Group, Inc.
413 N. Main Street,
Glen Ellyn IL 60137

or to such other person(s) or address(es) as either party shall designate by notice to the other.

Notices shall be given effectively, in the case of notice by regular mail on the date of mailing such notice properly addressed, by certified or registered mail, express overnight service such as FedEx or UPS, postage prepaid, return receipt requested, and in the case

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of notice by hand delivery, on the date such notice is received.

24. **Brokers.** Tenant and Landlord represent and warrant to each other that they have not dealt with any broker or finder in connection with this Lease, and to their knowledge, no broker or finder initiated or participated in the negotiation of this Lease, submitted or showed the Premises to Tenant or is entitled to any commission in connection with this Lease. Tenant and Landlord hereby indemnify and hold each other harmless from and against any and all claims, damages and expenses based upon or arising out of any claim by any person with whom it is ultimately determined that Landlord or Tenant has dealt in violation of the foregoing representations and warranties of any other real estate broker for commissions resulting from a breach of the foregoing representations and warranties.

25. **General.**

a. All rights and remedies of Landlord or Tenant, as the case may be, under this Lease shall be cumulative and none shall exclude any other rights and remedies allowed by laws.

b. Each of the provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit, not only of Landlord and of Tenant, but also of their respective heirs, legal representations, successors and assigns.

c. All of the representations, agreements, and obligations of Landlord are contained herein, and no modification, waiver or amendment of the Lease or of any of its conditions provisions shall be binding up the Landlord unless in writing signed by Landlord.

d. Submission of this instrument by Landlord to Tenant for examination shall not bind Landlord in any manner, and no lease, option, agreement to lease or other obligation of Landlord shall arise until this instrument is signed and delivered by Landlord to Tenant.

e. No rights to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease.

f. No receipt of money by Landlord from Tenant after the termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Premises shall reinstate, continue or extend the Term of this Lease or affect any such notice, demand or suit.

g. If Tenant is a corporation, the officers of Tenant executing this Lease represent that they and each of them have been authorized by their respective Board of Directors to execute this Lease in this form and containing the aforesaid covenants.

h. If requested by either party to this Lease, a memorandum of this Lease in recordable form duly executed and acknowledged shall be entered into by the

N.V.

parties hereto.

i. The headings or captions of paragraphs are for convenience only, are not part of this Lease, and shall not affect the interpretation of this Lease.

j. Whenever the consent or approval of either party hereto is required, that party shall not unreasonably withhold or delay such consent or approval.

k. This Lease may be executed in any number of counterparts, all of which when put together shall be deemed an original.

l. Tenant shall not disclose the financial terms of this Lease, except to its attorneys, accountants or as required by law, without the permission of Landlord.

m. This Lease shall be governed by and construed in accordance with the laws of the State of Illinois. If any provision or part of this Lease or the application thereof to any persons or circumstances shall, to any extent, be invalid, illegal or unenforceable, the remainder of this Lease, or the application of such provision or part to persons or circumstances other than those as to which it is held invalid, illegal or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law in the relevant Illinois Circuit Court.

n. Tenant agrees that in the event Tenant is adversely affected by any other commercial or residential Tenant of the shopping center or building directly or indirectly, Tenant will seek recourse for damages sustained directly from the party in question and will hold Landlord harmless as stipulated in 16.

o. Tenant agrees to prevent items being introduced into the building's plumbing system by Tenant, in amounts outside ordinary household usage, and causing clogs and backups, which may be outside Tenant's space but are the result of Tenant's activity, such items may include but are not limited too, paper, residues, grease, food, hair, dirt, soil, gravel, rocks, wood, metal, fabrics, plastics, paste, grout, cement, glass, mud, sand, clay, etc.

p. The premises shall by used and occupied for the following purpose only, and for no other purpose whatsoever: Sunglass Retail Location, consistent with other typical stores of its type on the date of this Lease. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business or other activity carried on in the Premises, or if a failure to procure such a license or permit might or would in any way adversely affect Landlord or the Shopping Center, then Tenant, at Tenant's expense, shall duly procure and thereafter maintain such a license or permit and submit the same for inspection by Landlord. Tenant, at Tenant's expense, shall, at all times, comply with the requirements of each such license or permit

q. Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim

N.V.

brought by either of the parties hereto against the other on or in respect of any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the Premises and/or any claim of injury or damage.

r. Non-prevailing party shall pay all costs, charges and expenses, including the fees of counsel, agents and others of the prevailing party incurred in enforcing rights and remedies under this Lease, including but not limited to the instance in which a court of competent jurisdiction if such court enters an order, decree, judgment or issues other equitable relief.

s. Tenant shall have access twenty four hours a day and seven days a week during the term of this lease and any option periods.

26. **Lessee Obligation.** In addition to the monthly rent, Lessee shall pay for the following with reference to the Premises:
    a. Tenant is responsible for all electrical, and gas and/or other utility services provided to the Premises and used specifically by Lessee in the operation of the store thereon by Lessee separately metered even if there are multiple meters for such services.
    b. All trash and garbage removal services supplied to the Premises and used specifically by Lessee in the operation of the store thereon by Lessee.

27. **Exclusivity.** Landlord agrees not to rent any other premises within the Center and or Building to any other retail or wholesale Sunglass store.

28. **Signage.** Tenant may affix a façade sign above their store being a size, color, and configuration that is in accordance with the rules, regulations of the relevant governing authority and Landlord's written approval. Landlord reserves the right to refuse the approval of any signage for any reason whatsoever.

WITNESS WHEREOF, Landlord and Tenant have caused this AGREEMENT to be duly executed as of the June 22, 2012.

LANDLORD: 413 Main Street LLC c/o Svigos Asset Management

By: Nicholas Ottone

Its: Prop. Mgr. Date: 6/25/12

TENANT:The CyberMarketing Group, Inc.

By:

Its: President Date: 6/22/12

FEIN#: 36-4235505

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of the prevailing party incurred in enforcing rights and remedies under this Lease, including but not limited to the instance in which a court of competent jurisdiction if such court enters an order, decree, judgment or issues other equitable relief.

Notices. In every instance where it shall be necessary or desirable for the Landlord to serve any notice of demand upon Guarantor, or for Guarantor to serve any notice or demand on Landlord, except as otherwise expressly provided, such notices or demand shall be in writing and served at the following addresses:

Landlord: 413 Main Street LLC
c/o Svigos Asset Management
580 N. Bank Lane, Lake Forest IL

Guarantor: Andrew Hortatsos
413 N. Main Street,
Glen Ellyn IL 60137

All of the Landlord's rights and remedies under the Lease and under this Guaranty are intended to be distinct, separate and cumulative and no such right or remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others.

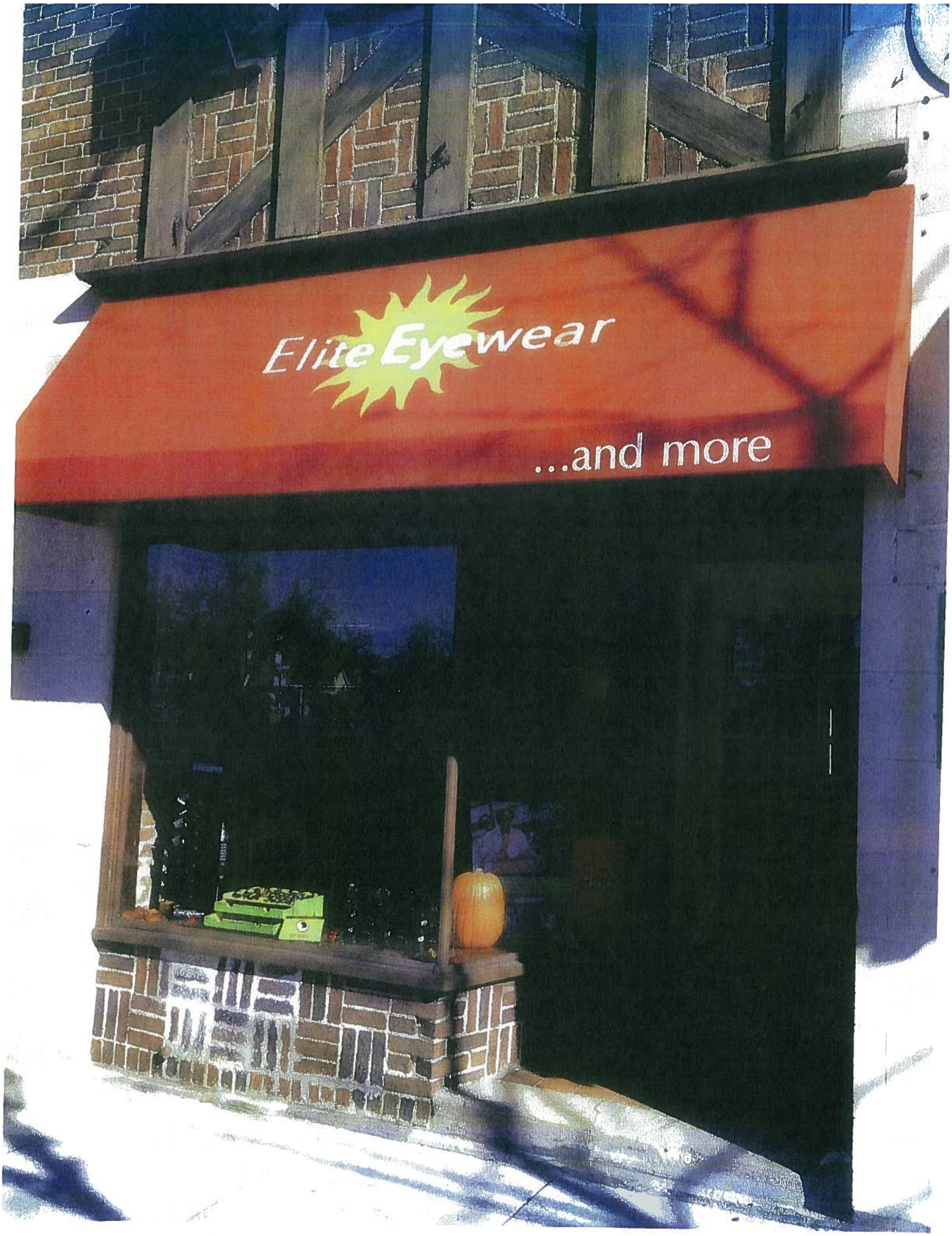
This Guaranty shall be governed by and construed in accordance with the laws of the State of Illinois. All terms used herein shall have the same meaning herein provided in the Lease.

TENANT: _____ **DATE:** 6/22/12

Tenant #1 Home Address: 138 STAGECOACH RUN
GLEN ELLYN, IL 60137

Tenant #1 Home Phone Number: 630-858-1242

Social Security #: 338-62-3542


Elite Eyewear
...and more

A-6F

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Martha Corner, Economic Development Coordinator MC

DATE: November 5, 2012

RE: 401 North Main Street – Blackberry Market
Commercial Interior Improvement Grant Application

Background

The Commercial Façade and Downtown Commercial Interior Improvement Programs were created to facilitate the private sector in making exterior and interior improvements that benefit the overall appearance, quality and vitality of the Village's commercial districts. Approved projects are eligible to receive a matching grant of fifty (50) percent of the actual improvement costs up to a maximum of $15,000 for façade improvements and another $15,000 for interior improvements for new businesses or expanding businesses. As indicated on the Village Grant Program Summary Chart (attached), $67,038 in grant funding has been approved thus far in fiscal year 2012-2013 ending April 30. With $100,000 budgeted for the grant program this year, there is approximately $32,692 of available funds remaining.

On October 5, Anna Davidson, owner of the future Blackberry Market to locate at 401 North Main Street, applied for both an Interior Improvement Grant for various interior improvements of the building located on the aforementioned property. This retail and restaurant building is located in the C5A Central Business District Central Retail Core Sub-district on northeast corner of Main Street and Hillside.

The applicant is proposing to install a new stove exhaust hood and triple basin sink among other improvements. Eligible interior improvement costs outlined in the application include:

401 North Main – Eligible Improvement Costs

• Triple basin sink	$ 7,600
• Exhaust hood electric	$ 3,400
• Framing	$ 2,400
• Pipe and duct insulation	$ 600
• Fire protection/dry	$ 1,000
• Doors	$ 300
• Sound insulation	$ 400
• Drywall	$ 1,720
• Ceiling repairs	$ 200
• Trim	$ 1,450
• Door hardware	$ 50

(401 North Main – Eligible Improvement Costs Cont'd)

• Stairs and rails	$	800
• Air balancing	$	600
• Masonry	$	1,000
• Exhaust hood installation	$	7,500
• Exhaust hood	$	2,334
• Exhaust fan	$	748
• Fire system	$	3,166
• Heated make up air fan	$	3,478
• Exhaust electrical system	$	586
• Field wrapper/backsplash	$	790
Total *	**$**	**40,122**
Eligible for Maximum 50% Matching Grant:	**$**	**15,000**

**Total based on estimates only. Due to scope of work proposed, actual costs may vary.*

These permanent improvements are consistent with the intent of the Downtown Commercial Interior Grant Program and will enable the restaurant business to operate. Historically, there was a Façade Grant for a previous business, Bells & Whistles Snackery, at this location. The grant, for $1,382.50, was for façade improvements over three years ago (FY 08-09). Therefore, staff has no concerns with the Village Board awarding the requested grant. Additionally, the petitioner has estimated that the overall restaurant project should produce sales resulting in approximately $15,000 in additional yearly sales tax revenue for the Village.

Action Requested

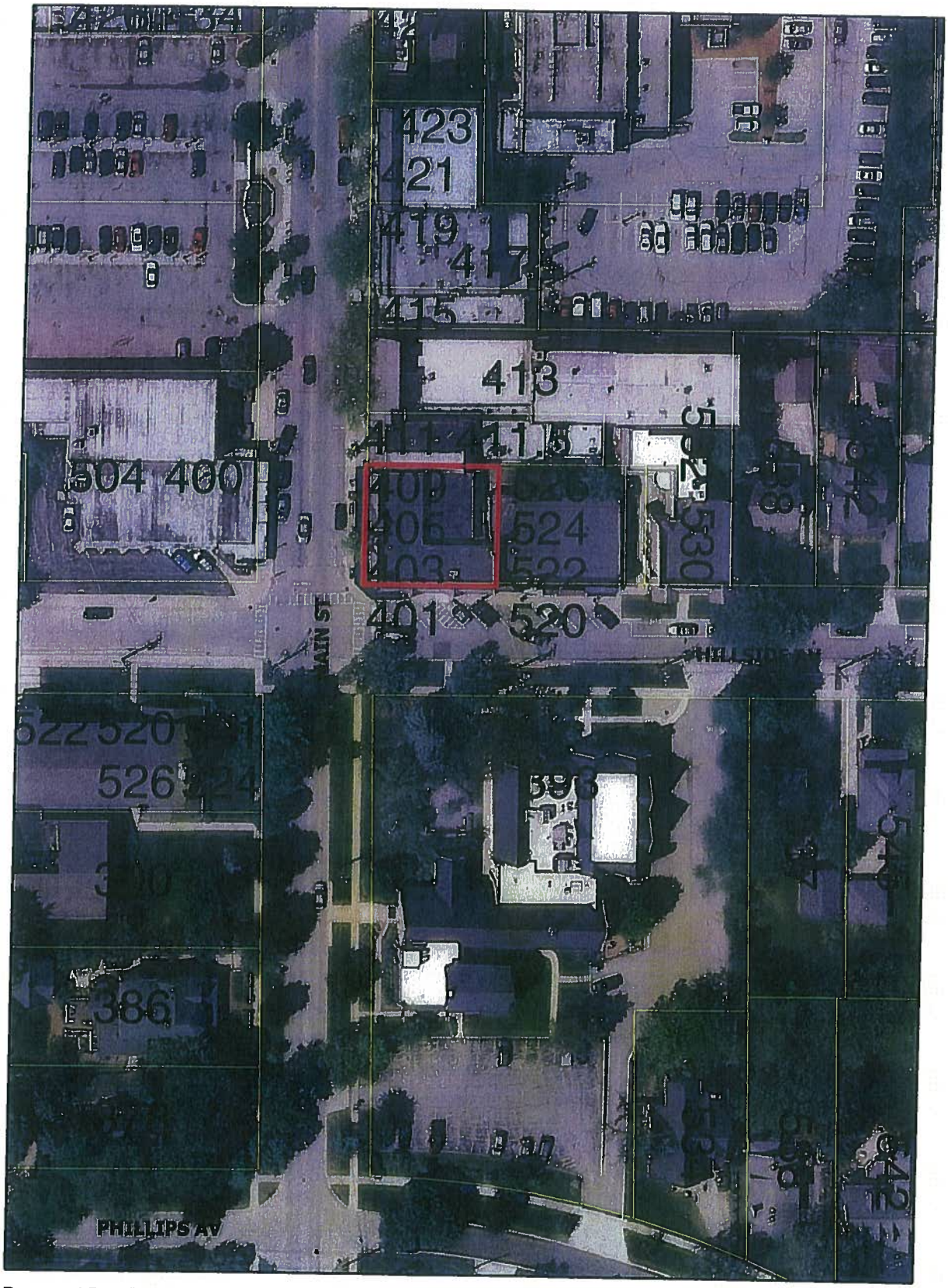
1) Interior: The Village Board may approve the request for a $15,000 Commercial Interior Improvement Grant, approve a different grant amount, or choose to deny the request.

Attachments

- Location Map
- FY 12-13 Village Grant Programs Summary chart updated November 1, 2012
- Blackberry Market Commercial Interior Improvement Grant Application
- Blackberry Market Floor Plan
- Projected Sales Taxes – Prepared by Village of Glen Ellyn
- Proposal for Blackberry Market

C: Anna Davidson, Blackberry Market Owner

401 N. Main Street



Prepared By: Planning and Development
Date: November 1, 2012

0 75 150 300 Feet

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VILLAGE GRANTS PROGRAM
Updated 11/01/12

BUSINESS	APPLICANT NAME	ADDRESS	TYPE OF GRANT	DATE RECEIVED	DATE OF APPROVAL	AMOUNT REQUESTED	AMOUNT APPROVED	EXPIRATION DATE
FY 10/11								
Gratto		433 Main	Façade		11/18/2010	$ 10,000.00	$ 10,000.00	11/18/2011
Treasure House		479 Pennsylvania	Façade		12/16/2010	$ 3,000.00	$ 3,000.00	12/16/2011
Marcel's	Jillian Foucre	490 N. Main	Interior	1/9/2011	1/20/2011	$ 15,000.00	$ 12,341.00	1/20/2012
						$ 28,000.00	**$ 25,341.00**	
FY 11/12								
Marcel's	Jillian Foucre	490 N. Main	Façade	6/8/2011	6/27/2011	$ 15,000.00	$ 15,000.00	6/27/2012
Costello	Joe Costello	474 N. Main	Interior	6/20/2011	6/27/2011	$ 20,000.00	$ 15,000.00	6/27/2012
Key Investment	Jeanine Valdez	462 Park	Façade	6/22/2011	7/25/2011	$ 10,000.00	$ 5,000.00	7/25/2012
Larc Jewelers	Jay Gilbert	479 N. Main	Façade	4/27/2011	4/23/2012	$ 1,876.00	$ 1,876.00	4/23/2013
Northside Grill	Dan Sronkoski	499 Pennsylvania; #D	Façade	7/8/2011	11/14/2011	$ 526.00	$ 526.00	11/14/2012
Northside Grill	Dan Sronkoski	499 Pennsylvania; #D	Interior	10/14/2011	11/14/2011	$ 12,500.00	$ 12,500.00	11/14/2012
Subway	Suryakant Patel	572 Crescent	Interior	10/3/2011	11/14/2011	$ 15,000.00	$ 15,000.00	11/14/2012
Subway	Suryakant Patel	572 Crescent	Façade	10/3/2011	not approved	$ -	$ -	
						$ 74,902.00	**$ 64,902.00**	
FY 12/13								
New Business	Andy Hortatsos	542 Crescent		*anticipated 2012*				
Katy's Boutique	Katy Balabinis	427 Main	Façade	3/27/2012	5/14/2012	$ 3,440.00	$ 3,440.00	5/14/2013
AliKat	Sandra Moore	499 Pennsylvania; #B	Interior	4/11/2012	5/14/2012	$ 15,000.00	$ 15,000.00	5/14/2013
Papier Girl	Lesley Vesevick	413 Main	Interior	4/11/2012	5/14/2012	$ 14,550.00	$ 14,550.00	5/14/2013
Run Today	Paul O'Neill	515 Crescent	Façade	6/7/2012	8/20/2012	$ 671.50	$ 671.50	8/20/2014
Run Today	Paul O'Neill	515 Crescent	Interior	6/7/2012	8/20/2012	$ 14,373.84	$ 11,706.00	8/20/2014
Flour+Wine	Michael Vai	433 Main	Interior	9/9/2012	8/8/2012	$ 8,485.64	$ 6,670.37	8/8/2016
Oberweis	Joe Oberweis	515 Roosevelt	Façade	8/6/2012	10/22/2012	$ 15,000.00	$ 15,000.00	10/22/2014
Backberry Market	Anna Davidson	401 Main	Interior	10/4/2012		$ 15,000.00		
Elite Eyewear	Tracy Hortatsos	413 Main	Façade	10/16/2012		$ 543.00		
						$ 87,063.98	**$ 67,037.87**	

VILLAGE OF GLEN ELLYN
Downtown Interior Improvement Grant Program Application

REQUIRED SUBMITTALS WITH APPLICATION:

1. Signed lease, committing to minimum of a 3-year lease term is required for all new and relocating businesses (if a lease has not yet been signed, disbursement of the approved funds will be contingent on the Village receiving a signed lease).
2. Signed vendor contract(s) with detailed costs for each proposed improvement.
3. Consent from the building owner for proposed improvements, by signature on the attached form.
4. Digital photos depicting the interior areas where proposed improvements will take place.
5. Completed IRS Form W-9 Request for Taxpayer Identification Number and Certification
6. Projected sales tax* and/or property tax for the three years following the completion of the improvements covered by the grant.
7. A narrative or current Business Plan that addresses the following:
   a) Description of your business and the related industry .
   b) Features and advantages of your product and how improvements sought will improve the business and/or benefit Village.
   c) List any unusual or unexpected difficulties faced in making the proposed improvements or completing the work.
   d) Credentials and experience of business owner.
   e) Market research and analysis including a definition of your current or anticipated customers and where they come from. May also include information on future customer markets as a result of interior improvements (i.e. will improvements attract new customers).
   f) Describe or demonstrate why these improvements would not take place "but for" the grant program.

**Please note that if you are awarded a grant, you must submit actual sales tax receipts for the three consecutive years following the completion of the improvements. The actual sales tax receipts from the State of Illinois of the prior calendar year shall be provided to the Village by February 15.*

BUSINESS OWNER INFORMATION

Business Owner Name: Anna Davidson

Home Address: 1768 Maple Lane, Wheaton, IL 60187

Business Name: Blackberry Market

Business Address: 401 Main Street, Glen Ellyn, IL 60137

Business Phone: TBD

Other Phone: 630-842-1135

Email Address: ~~anna@~~ anna.c.davidson@gmail.com

Fax Number: _____

Estimated Opening Date of Business: December 2012

PROPERTY OWNER INFORMATION

Property Owner Name: Glen Ellyn Mortgage & Real Estate Inc.

Address: 497 N. Main Street Glen Ellyn IL. 60137

Phone: (630) 858-9560

Email Address: Groupshot@comcast.net

Fax Number: _____

DESCRIPTION OF PROPOSED IMPROVEMENTS

We are adding ventilation/exhaust hood to accomadate cooking equipment that will enable the functionality of our entire business. We are also configuring the space to maximize customer flow, effeciency, and create a pleasing environment.

ITEMIZED ACTIVITY DESCRIPTION	**COST**
installation of exhaust hood/ventilation system	
adding walls for walk-in/office areas	
new countertops for entire retail/cafe area	
plumbing costs to accomadate equipment	
electrical changes to accomadate equipment	

TOTAL PROJECT COST: _____

AMOUNT OF GRANT ASSISTANCE REQUESTED: _____

APPLICATION CERTIFICATION

I, the undersigned, certify that I have read the program description and requirements for the Village of Glen Ellyn Downtown Retail Grant Program. I certify that all information provided herein is true and accurate to the best of my knowledge. I understand that the improvements described in this application must receive all required permit approvals from the Village of Glen Ellyn prior to the commencement of construction. I further understand all eligible improvements assisted by the Retail Grant Program are permanent fixtures and will remain with the building.

Furthermore, I, the undersigned, my successors and assigns, hereby agree to save and hold harmless the Village of Glen Ellyn and any of its employees, officers and directors from all cost, injury and damage to any person or property whatsoever, any of which is caused by an activity, condition or event arising out of the performance, preparation for performance or nonperformance of any project improvement included in my grant application. The above cost, injury, damage or other injury or damage incurred by or to any of the above shall include, in the event of an action, court costs, expenses of litigation and reasonable attorneys' fees. I understand that if my business closes or moves out of the Village of Glen Ellyn within 3 years I will be required to repay the Village in an amount as described on page 3 of the grant packet.

Anna Davidson
Applicant Name (PRINT)

Applicant Signature

10/4/2012
Date

CONSENT FROM PROPERTY OWNER (Required if different from Applicant)

Glen Ellyn Mortgage & Real Estate Inc.
By John M. Rock
Property Owner Name (PRINT)

Glen Ellyn Mortgage & Real Estate Inc.
By John M. Rock
Property Owner Signature

10-4-2012
Date

**********Office Use Only**********

Application is: _____ Approved _____ Denied

_____ _____
Village President Date

_____ _____
Planning and Development Director Date

STORE LEASE
(REPLACES FORMS 9 & 9-81)

NO. 9
October, 1968

GEORGE E. COLE®
LEGAL FORMS

STORE LEASE

DATE OF LEASE	TERM OF LEASE		MONTHLY RENT
	BEGINNING	ENDING	
9/1/2012	10/1/2012	10/1/2017	$4000.00

Location of Premises:
401 - 405 Main Street, Glen Ellyn including Courtyard

Purpose:
market / cafe / to-go restaurant Patio

LESSEE
NAME · Bob + Anna Davidson
ADDRESS · 1768 Maple Lane
CITY · Wheaton, IL 60187

LESSOR
NAME · Glen Ellyn Mortgage & Real Estate Inc
ADDRESS · 497 N. Main
CITY · Glen Ellyn IL. 60137

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

RENT

1. Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing.

WATER, GAS AND ELECTRIC CHARGES

2. Lessee will pay, in addition to the rent above specified, all water rents, gas and electric light and power bills taxed, levied or charged on the Premises, for and during the time for which this lease is granted, and in case said water rents and bills for gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in a clean and healthy condition, as herein specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.

SUBLETTING; ASSIGNMENT

3. The Premises shall not be sublet in whole or in part to any person other than Lessee, and Lessee shall not assign this lease without, in each case, the consent in writing of Lessor first had and obtained; nor permit to take place by any act or default of himself or any person within his control any transfer by operation of law of Lessee's interest created hereby; nor offer for lease or sublease the Premises, nor any portion thereof, by placing notices or signs of "To Let," or any other similar sign or notice in any place, nor by advertising the same in any newspaper or place or manner whatsoever without, in each case, the consent in writing of Lessor first had and obtained. If Lessee, or any one or more of the Lessees, if there be more than one, shall make an assignment for the benefit of creditors, or shall be adjudged a bankrupt, Lessor may terminate this lease, and in such event Lessee shall at once pay Lessor a sum of money equal to the entire amount of rent reserved by this lease for the then unexpired portion of the term hereby created, as liquidated damages.

LESSEE NOT TO MISUSE

4. Lessee will not permit any unlawful or immoral practice, with or without his knowledge or consent, to be committed or carried on in the Premises by himself or by any other person. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified. Lessee will not keep or use or permit to be kept or used in or on the Premises or any place contiguous thereto any flammable fluids or explosives, without the written permission of Lessor first had and obtained. Lessee will not load floors beyond the floor load rating prescribed by applicable municipal ordinances. Lessee will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the building of which they are a part.

CONDITION ON POSSESSION

5. Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the Premises, have been made by Lessor or his agent prior to or at the execution of this lease that are not herein expressed.

REPAIRS AND MAINTENANCE

6. Lessee shall keep the Premises and appurtenances thereto in a clean, sightly and healthy condition, and in good repair, all according to the statutes and ordinances in such cases made and provided, and the directions of public officers thereunto duly authorized, all at his own expense, and shall yield the same back to Lessor upon the termination of this lease, whether such termination shall occur by expiration of the term, or in any other manner whatsoever, in the same condition of cleanliness, repair and sightliness as at the date of the execution hereof, loss by fire and reasonable wear and tear excepted. Lessee shall make all necessary repairs and renewals upon Premises and replace broken globes, glass and fixtures with material of the same size and quality as that broken and shall insure all glass in windows and doors of the Premises at his own expense. If, however, the Premises shall not thus be kept in good repair and in a clean, sightly and healthy condition by Lessee, as aforesaid, Lessor may enter the same, himself or by his agents, servants or employes, without such entering causing or constituting a termination of this lease or an interference with the possession of the Premises by Lessee, and Lessor may replace the same in the same condition of repair, sightliness, healthiness and cleanliness as existed at the date of execution hereof, and Lessee agrees to pay Lessor, in addition to the rent hereby reserved, the expenses of Lessor in thus replacing the Premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect of the water, or of the water, gas or electric fixtures.

ACCESS TO PREMISES

7. Lessee will allow Lessor or any person authorized by Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any repairs or alterations thereof which Lessor may see fit to make, and Lessee will allow Lessor to have placed upon the Premises at all times notices of "For Sale" and "For Rent", and Lessee will not interfere with the same.

NON-LIABILITY OF LESSOR

8. Lessor shall not be liable to Lessee for any damage or injury to him or his property occasioned by the failure of Lessor to keep the Premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the building of which they are a

part nor from the escape of steam or hot water from any radiator, it being agreed that said radiators are under the control of Lessee, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door, stairs, walks or any other place upon or near the Premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, nor for any damage or injury arising from any act, omission or negligence of co-tenants or of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Lessor's agents or Lessor himself, all claims for any such damage or injury being hereby expressly waived by Lessee.

RESTRICTIONS (SIGNS, ALTERATIONS, FIXTURES)

9. Lessee shall not attach, affix or exhibit or permit to be attached, affixed or exhibited, except by Lessor or his agent, any articles of permanent character or any sign, attached or detached, with any writing or printing thereon, to any window, floor, ceiling, door or wall in any place in or about the Premises, or upon any of the appurtenances thereto, without in each case the written consent of Lessor first had and obtained; and shall not commit or suffer any waste in or about said premises; and shall make no changes or alterations in the Premises by the erection of partitions or the papering of walls, or otherwise, without the consent in writing of Lessor; and in case Lessee shall affix additional locks or bolts on doors or window, or shall place in the Premises lighting fixtures or any fixtures of any kind, without the consent of Lessor first had and obtained, such locks, bolts and fixtures shall remain for the benefit of Lessor, and without expense of removal or maintenance to Lessor. Lessor shall have the privilege of retaining the same if he desires. If he does not desire to retain the same, he may remove and store the same, and Lessee agrees to pay the expense of removal and storage thereof. The provisions of this paragraph shall not however apply to Lessee's trade fixtures, equipment and moveable furniture.

HEAT

10. Where building is equipped for the purpose, Lessor shall furnish to Lessee a reasonable amount of heat, from October 1st to May 1st, whenever in Lessor's judgment necessary for comfortable use of the Premises, during customary business hours (excluding Sundays and holidays), but not earlier than 8 a.m. nor later than 6 p.m. unless specifically stated herein. Lessor does not warrant that heating service will be free from interruptions caused by strike, accident or other cause beyond the reasonable control of Lessor, or by renewal or repair of the heating apparatus in the building. Any such interruption shall not be deemed an eviction or disturbance of Lessee's use and possession of Premises, nor render Lessor liable to Lessee in damages. All claims against Lessor for injury or damage arising from failure to furnish heat are hereby expressly waived by Lessee.

FIRE AND CASUALTY

11. In case the Premises shall be rendered untenantable by fire, explosion or other casualty, Lessor may, at his option, terminate this lease or repair the Premises within sixty days. If Lessor does not repair the Premises within said time, or the building containing the Premises shall have been wholly destroyed, the term hereby created shall cease and determine.

TERMINATION; HOLDING OVER

12. At the termination of the term of this lease, by lapse of time or otherwise, Lessee will yield up immediate possession of the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will return the keys therefor to Lessor at the place of payment of rent. If Lessee retains possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then Lessor may at its option within thirty days after termination of the term serve written notice upon Lessee that such holding over constitutes either (a) renewal of this lease for one year, and from year to year thereafter, at double the rental (computed on an annual basis) specified in Section 1, or (b) creation of a month to month tenancy, upon the terms of this lease except at double the monthly rental specified in Section 1, or (c) creation of a tenancy at sufferance, at a rental of _____ dollars per day for the time Lessee remains in possession. If no such written notice is served then a tenancy at sufferance with rental as stated at (c) shall have been created. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. The provisions of this paragraph shall not constitute a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall receipt of any rent or any other act in apparent affirmance of tenancy operate as a waiver of the right to terminate this lease for a breach of any of the covenants herein.

LESSOR'S REMEDIES

13. If Lessee shall vacate or abandon the Premises or permit the same to remain vacant or unoccupied for a period of ten days, or in case of the non-payment of the rent reserved hereby, or any part thereof, or of the breach of any covenant in this lease contained, Lessee's right to the possession of the Premises thereupon shall terminate, with or without any notice or demand whatsoever, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of the Premises; and if the Lessor so elects, but not otherwise, and with or without notice of such election or any notice or demand whatsoever, this lease shall thereupon terminate, and upon the termination of Lessee's right of possession, as aforesaid, whether this lease be terminated or not, Lessee agrees to surrender possession of the Premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the Premises whatsoever, and hereby grants to Lessor full and free license to enter into and upon the Premises or any part thereof, to take possession thereof with or without process of law, and to expel and to remove Lessee or any other person who may be occupying the Premises or any part thereof, and Lessor may use such force in and about expelling and removing Lessee and other persons as may reasonably be necessary, and Lessor may re-possess himself of the Premises as of his former estate, but such entry of the Premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue thereof, nor a waiver of any covenant, agreement or promise in this lease contained, to be performed by Lessee. Lessee hereby waives all notice of any election made by Lessor hereunder, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this state relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or by the common law, during the term of this lease or any extension thereof. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of Lessor's right to act without notice or demand or of any other right hereby given Lessor, or as an election not to proceed under the provisions of this lease.

RIGHT TO RELET

14. If Lessee's right to the possession of the Premises shall be terminated in any way, the Premises, or any part thereof, may, but need not, be relet by Lessor, for the account and benefit of Lessee, for such rent and upon such terms and to such person or persons and for such period or periods as may seem fit to the Lessor, but Lessor shall not be required to accept or receive any tenant offered by Lessee, nor to do any act whatsoever or exercise any diligence whatsoever, in or about the procuring of another occupant or tenant to mitigate the damages of Lessee or otherwise, Lessee hereby waiving the use of any care or diligence by Lessor in the reletting thereof; and if a sufficient sum shall not be received from such reletting to satisfy the rent hereby reserved, after paying the expenses of reletting and collection, including commissions to agents, and including also expenses of redecorating, Lessee agrees to pay and satisfy all deficiency; but the acceptance of a tenant by Lessor, in place of Lessee, shall not operate as a cancellation hereof, nor to release Lessee from the performance of any covenant, promise or agreement herein contained, and performance by any substituted tenant by the payment of rent, or otherwise, shall constitute only satisfaction pro tanto of the obligations of Lessee arising hereunder.

COSTS AND FEES

15. Lessee shall pay upon demand all Lessor's costs, charges and expenses, including fees of attorneys, agents and others retained by Lessor, incurred in enforcing any of the obligations of Lessee under this lease or in any litigation, negotiation or transaction in which Lessor shall, without Lessor's fault, become involved through or on account of this lease.

CONFESSION OF JUDGMENT

16. Lessee hereby irrevocably constitutes and appoints any attorney of any court of record in this State, to be his true and lawful attorney for him and in his name and stead, to enter his appearance in any suit or suits that may be brought in any court in this State at any time when any money is due hereunder for rent or otherwise, to waive the issuing of process and service thereof and trial by jury or otherwise, and to confess a judgment or judgments for such money so due and for costs of suit and for reasonable attorney's fees in favor of Lessor, and to release all errors that may occur or intervene in such proceedings, including the issuance of execution upon any such judgment, and to stipulate that no writ of error or appeal shall be prosecuted from such judgment or judgments, nor any bill in equity filed, nor any proceedings of any kind taken in law or equity to interfere in any way with the operation of such judgment or judgments or of execution issued thereon and to consent that execution may immediately issue thereon.

LESSOR'S LIEN

17. Lessor shall have a first lien upon the interest of Lessee under this lease, to secure the payment of all moneys due under this lease, which lien may be foreclosed in equity at any time when money is overdue under this lease; and the Lessor shall be entitled to name a receiver of said leasehold interest, to be appointed in any such foreclosure proceeding, who shall take possession of said premises and who may relet the same under the orders of the court appointing him.

REMOVAL OF OTHER LIENS

18. In event any lien upon Lessor's title results from any act or neglect of Lessee, and Lessee fails to remove said lien within ten days after Lessor's notice to do so, Lessor may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof, and Lessee shall pay Lessor upon request the amount paid out by Lessor in such behalf, including Lessor's costs, expenses and counsel fees.

REMEDIES NOT EXCLUSIVE

19. The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in paragraph 16 hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the Premises. The Lessor may collect and receive any rent due from Lessee, and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

NOTICES

20. Notices may be served on either party, at the respective addresses given at the beginning of this lease, either (a) by delivering or causing to be delivered a written copy thereof, or (b) by sending a written copy thereof by United States certified or registered mail, postage prepaid, addressed to Lessor or Lessee at said respective addresses in which event the notice shall be deemed to have been served at the time the copy is mailed.

MISCELLANEOUS

21. (a) Provisions typed on this lease and all riders attached to this lease and signed by Lessor and Lessee are hereby made a part of this lease.

(b) Lessee shall keep and observe such reasonable rules and regulations now or hereafter required by Lessor, which may be necessary for the proper and orderly care of the building of which the Premises are a part.

(c) All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

(d) The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

(e) The words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed. If there is more than one Lessee the warrant of attorney in paragraph 16 is given jointly and severally and shall authorize the entry of appearance of, and waiver of issuance of process and trial by jury by, and confession of judgment against any one or more of such Lessees, and shall authorize the performance of every other act in the name of and on behalf of any one or more of such Lessees.

SEVERABILITY

22. If any clause, phrase, provision or portion of this lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

Glenellyn Mortgage & Real Estate Inc
By John Rose _____(SEAL)

_____(SEAL)

_____(SEAL)
(Lessor)

_____(SEAL)
Robert I Davis

_____(SEAL)
Anna Davis
(Lessee)

ASSIGNMENT BY LESSOR

On this _____, 19____ for value received, Lessor hereby transfers, assigns and sets over to _____, all right, title and interest in and to the above Lease and the rent thereby reserved, except rent due and payable prior to _____, 19____.

_____(SEAL)

_____(SEAL)

GUARANTEE

On this _____, 19____ in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above lease.

Robert I Davis _____(SEAL)

Anna Davis _____(SEAL)

RIDER TO LEASE

Robert Davidson
Anna Davidson
401-405 N. Main Street
Glen Ellyn, Illinois

The following provisions are made a part of the preprinted form dated August 30, 2012 to which this Rider is attached. In the event of any conflict between the pre-printed form and the provisions set forth below, this Rider shall control:

A. INSURANCE AND INDEMNITY.

The Lessee shall, during the entire term of this lease, and any extensions or renewals thereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the Premises, and the business operated by Lessee and any sublessees of the Lessee in the Premises. Lessee's insurance shall provide single-limit coverage of not less than $1,000,000.00 bodily injury, including death and personal injury, and property damage for any one occurrence, and $2,000,000.00 per location general aggregate, and shall be written by an insurance company reasonably satisfactory to Lessor and maintaining an A rating or better. The policy shall name the Lessor and its management company and their employees as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Lessor at least 30 days prior written notice. A copy of the policy and ACORD certificate shall be delivered to the Lessor.

B. INDEMNITY TO OWNER AND MANAGEMENT COMPANY.

Lessee indemnifies Lessor, the management company, and their employees and saves them harmless from and against any and all claims, actions, damages, liabilities and expense(s) in connection with loss of life, personal injury or damage to property arising from or out of the following: (a) any occurrence in, upon or at the Premises; (b) the occupancy or use by Lessee of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Lessee, its agents, contractors, employees, servants, or sublessees. In case Lessor shall, without fault on its part, be made a party to any litigation commenced by or against Lessee, then Lessee shall protect and hold Lessor, the management company and their employees harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Lessor or the management company in connection with such litigation. Lessee shall also pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by Lessor in enforcing the covenants and agreements in the Lease and this Rider as hereinafter provided in V.

C. LESSEE SHALL DO NOTHING ILLEGAL ON OR ABOUT THE PREMISES.

The Lessee shall violate no laws of the United States, the State of Illinois or of any other governmental agency which are subject to either civil, criminal or forfeiture penalty. Lessee

reserves the right at all times to come on to the Premises, to conduct inspections and examinations and to request that the premises be periodically inspected by "experts" in the area of code violations (as it pertains to the building codes of any governmental agency having applicable jurisdiction).

The conviction, by a court of proper jurisdiction, of violation of any criminal statute by the Lessee, its agents or employees shall constitute immediate grounds for the termination of possession of the premises, subject only to an appropriate five-day notice.

The citation, by applicable governmental authority, of violation of any civil statute or building code violation by the Lessee shall also constitute a breach of the Lease which shall give rise to an option on the part of the Lessor to terminate this Lease upon thirty days written notice, subject to the following:

1) The Lessee shall have thirty days in which to cure, remedy or otherwise abate the violation, unless a shorter or longer time to cure is required or permitted by the governmental authority.

2) The thirty day or other period shall commence from the date that the Lessee is first provided with written notice by the governmental authority.

3) Lessor represents and warrants to Lessee that Lessor has received no notice of any building code violation which has not been corrected and that there is, at the date hereof, no reasonable basis for the issue of any such citation.

D. PLATE GLASS.

The Lessor shall replace, at the expense of the Lessee, any and all plate glass damaged or broken from any cause whatsoever in and about the Premises. If Lessee does not do so, Lessor may insure and keep insured, at Lessee's expense, all plate and other glass in the Premises for and in the name of the Lessor. Bills for the premium(s) thereof shall be given by Lessor to Lessee at such times as Lessor may elect, and shall be due and payable from the Lessee within ten days thereafter (and the amount of the premium shall be deemed to be payable as additional rent).

E. PROHIBITED ACTIVITIES.

In addition to the other acts that may be described and prohibited herein, during the period of this Lease, the Lessee shall not do any type of open flame cooking without the proper fire prevention equipment as required by law (other than on a stove-type appliance) in, on or about the Premises and shall at all times comply with all ordinances pertaining to the operation of a food preparation business. This prohibition shall not include the use of a "hot plate," coffee maker, microwave oven or other stoves. The Lessee will observe any and all restrictions on the use of smoking materials (i.e., cigars, cigarettes, or other tobacco products) as provided for by governmental authority.

F. INSTALLATION OF SMOKE DETECTORS AND FIRE PROTECTION EQUIPMENT.

Lessee agrees to install in the Premises heat and smoke detectors (battery operated), and the Lessee agrees to maintain the "detectors" in working order and to periodically replace the batteries.

The foregoing equipment to be installed by the Lessee is in addition to any and all other fire prevention or fire protection equipment which is required by any governmental authority, including the Village of Glen Ellyn.

G. REPAIRS.

In addition to the rent charged for the use of the Premises, the Lessee agrees to maintain, at no cost to the Lessor, that portion of the awning or canvas (if applicable) that is installed on the building located immediately above any doors, windows or other areas that are located on the outside wall of the Premises The repairs of the awning shall include all patching, replacement and general up-keep of the awning (or canvass).

Charges for the repair or replacement of the awning or canvass shall be due and payable within ten days after request, and if not paid on a timely basis by the Lessee, the Lessor may pay the same and seek reimbursement from the Lessee as additional rent.

Notwithstanding the fact that it is the obligation of the Lessee to maintain and replace the awning when needed, the Lessor shall have the sole authority to select the material that is to be used and the color or colors that are to be utilized by any "replacement" canvas. Lessee shall at all times submit samples of the material to the Lessor prior to the repair or replacement of the awning. Lessor represents and warrants to Lessee that, at the date hereof, the awning is not in need of repair or replacement.

Lessor shall be responsible for the repair and maintenance of all existing structural portions of the Premises, including but not limited to the foundation, exterior walls, plumbing system (outside premises and common areas), electrical system (outside premises and common areas), roof, load-bearing walls, structural components, and floor slabs. Lessor shall maintain sewer lines (outside premises) to be free from damage/breakage. Lessee shall be responsible for any obstructions in the sewer line caused by the operation of a café. (i.e. grease, coffee grounds, food, waste, hygiene products etc.)

In addition to the rents charged herein, the Lessee agrees to maintain, at no cost to the Lessor, all air conditioning and heating equipment on or about the Premises. This obligation includes the replacement of any portion of the equipment that is defective or does not operate properly. Realizing that this cost can be substantial, the rental charged for the Premises, has been adjusted to take this potential expense into consideration.

Lessee agrees that it will cause the air conditioner to be "serviced" on an annual basis (i.e., in the Spring of each year), and this annual service shall include routine maintenance and

the addition of any refrigerant gas that the system may then require and to otherwise maintain the unit with routine service as required.

Notwithstanding anything herein to the contrary, any and all equipment that is repaired or replaced by the Lessee shall not be considered or construed to be a "fixture," but rather shall be considered as part of the building and may not be removed by the Lessee upon its vacating the premises.

Lessee shall be responsible for the care, maintenance and upkeep of the Premises. The term "care, maintenance and upkeep" shall, without limiting the generality of the foregoing, specifically include the following:

1) the repair and replacement of all light-bulbs and ballasts;

2) the repair and replacement of all faucets and washers utilized in the plumbing and water systems so as to prevent or avoid water leaks;

3) the repair and replacement of any components used in the flushing mechanisms of all toilets;

4) the cleaning of any and all traps, (i.e., air, water or grease) in any sink or tub and to otherwise maintain the free flow of water or waste within the Premises.

5) at the termination of the Lease (for any reason), it shall be presumed that any damage or malfunction occurred during Lessee's tenancy and the Lessee shall bear the cost(s) of repair or replacement thereof - reasonable wear and tear excepted.

Lessor represents and warrants to Lessee that, at the date hereof, there is no damage or malfunction of any of the equipment or fixture for which Lessee has responsibility under this lease and rider.

H. GARBAGE STORAGE AND REMOVAL.

Any and all garbage shall only be stored in the exterior of the building adjacent to the Premises. All garbage or waste shall be stored in containers having lids that fully close to prevent entry by animals or birds The area around and adjacent to the garbage cans shall at all times be neat, clean and free of refuse. Upon the second written notice thereof, failure to properly police and clean up this area shall constitute a material breach of this Lease and serve as grounds for the termination of this Lease.

Until and unless otherwise agreed upon between the parties, the Lessee agrees to subscribe to a licensed scavenger service and to pay any and all costs incident thereto so that the Lessee's garbage and refuse is removed from the Premises no less than once per week.

I. MONTHLY RENTAL AND TERM OF LEASE.

The initial term of this lease shall commence on the 1st day of October, 2012 and run through and include the 31st day of September, 2017. The monthly rental for the initial term shall be $4,000.00, provided that rent accrues beginning October 1, 2012 at $2,000 per month for the eight-month period beginning October, 2012 and ending May, 2013; thereafter, rent accrues at $4,000 per month during the initial lease term. Tenant will have the option of renewing this lease for one (2) 5 year option.

The monthly rental for the Premises for the first five-year option shall be as follows:

October 2017 to September 30, 2018 - the monthly rental amount will be $4,100.00
October 2018 to September 30, 2019 - the monthly rental amount will be $4,200.00
October 2019 to September 30, 2020 - the monthly rental amount will be $4,300.00
October 2020 to September 30, 2021 - the monthly rental amount will be $4,400.00
October 2021 to September 30, 2022 - the monthly rental amount will be $4,500.00

The monthly rental for the Premises shall be as follows for the Second 5 year option:

October 2022 to September 30, 2023 - the monthly rental amount will be $4,600.00
October 2023 to September 30, 2024 - the monthly rental amount will be $4,700.00
October 2024 to September 30, 2025 - the monthly rental amount will be $4,800.00
October 2025 to September 30, 2026 - the monthly rental amount will be $4,900.00
October 2026 to September 30, 2027 - the monthly rental amount will be $5,000.00

All monthly rental payments shall be due at the office of the Lessor (unless otherwise designated in writing) and are due on the first day of each month. However, the Lessor shall, and does hereby, grant a grace period of no more than seven days for the receipt of the monthly rent.

If the monthly rental payment is not received in the office of the Lessor before the 8th day of the month, the amount of the rent shall be increased by an amount equal to five percent (5%) of any rental payment that is unpaid after the expiration of the aforesaid grace period, and shall be designated as a late charge.

Any subsequent payment(s) shall be applied in the following order: (1) to any and all outstanding late charges; to (2) the unpaid prior rent(s), and to (3) to the current month's rent.

J. NON-COMPETITIVE PROVISIONS.

The Lessee agrees that the primary business to be conducted within the Premises shall be that of "Bakery/Restaurant " The Lessee is further aware that the Premises is but one of several stores located within the same building and agrees not to enter into direct competition in the same or similar business as any other tenants in the building. In determining whether the Lessor is violating any term of this non-competition clause, the Lessor, in its sole discretion shall

determine if any violation has occurred. Lessor acknowledges that the conduct of a bakery and restaurant business does not violate the provisions of this lease and rider.

In the event that the Lessor determines that the Lessee has engaged in a competing business as any other tenant within the same building, the Lessor shall give the Lessee a written notice that it is acting in violation of this provision and the Lessee shall have thirty days within which to cease and desist from said competition. In determining if the Lessee has terminated such a competitive practice, the Lessor, in its sole discretion shall be the sole arbiter of any corrective action on the part of the Lessee.

Should the Lessor make a determination that the Lessee has not ceased from engaging in the competition with any other tenant in the building, such a determination shall be a material violation of this Lease and grounds for its termination of occupancy upon thirty days written notice to the Lessee.

K. POSSESSION.

If Lessor is unable to deliver possession of the Premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this Lease if possession is not delivered within sixty days of the commencement of the term hereof.

L. TAX INCREASE.

In the event there is any increase during any year of the term of this Lease in the City, County or State real estate taxes over and above the amount of such taxes assessed to the tax, year during which the term of this Lease commences, whether because of increased rate or valuation, Lessee shall pay to Lessor, upon presentation of the tax bill, an amount equal to the 25.0% of the increase in taxes for the land and building in which the Premises are situated.

M. WAIVER.

No failure of either party hereto to enforce any term hereof shall be deemed to be a waiver. This lease supersedes all prior, written agreements between the parties and the lessee does hereby waive and release any and all claims and causes of actions which may have heretofore arisen under any prior lease.

N. FORCE MAJEURE.

Force majeure means causes beyond the reasonable control of and without the fault or negligence of the party claiming force majeure, and that the party claiming force majeure is unable to overcome the event in a commercially reasonable manner.

O. SECURITY DEPOSIT.

Lessee agrees to give Lessor a security deposit in the amount of $4,800.00 at the time of the signing of the Lease.

P. LESSEE INSTALLATION.

Lessee shall not make any material alterations, additions or replacements to the Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld, except for the installation of unattached movable fixtures which may be installed without drilling, cutting or otherwise defacing the Premises, provided, however, any structural changes shall not be made without the prior written consent of Lessor, which consent may be withheld in Lessor's discretion. Whenever Lessee proposes to do any construction work within the Premises, Lessee shall first furnish to Lessor plans and specifications covering such work in such detail as Lessor may reasonably request, and, upon completion of such work, Lessee shall furnish to Lessor as-built plans and specifications. Such plans and specifications shall comply with such requirements as Lessor may from time to time prescribe for construction within the Building. In no event shall any construction work be commenced within the Premises without Lessor's written approval of such plans and specifications. Lessee shall, prior to construction, provide such financial assurances as Lessor shall require to assure payment of the costs thereof and to protect Lessor against any loss from any mechanics', materialmen's or other liens. Lessee will set up a construction escrow account. All Lessee's improvements and all repairs, alterations, additions and improvements done by Lessee within the Premises shall be performed in a good and workmanlike manner, in compliance with all governmental requirements, and at such times and in such manner as will cause a minimum of interference with other construction in progress and with the transaction of business in building. All alterations, additions and improvements made in and to the Premises and all floor covering that is adhesively affixed to the floor and all fixtures and equipment that are affixed or installed in the Premises by nails, screws, adhesive or other similar means, including without limitation all HVAC, exhaust and refrigeration equipment, shall remain in and be surrendered with the Premises and shall become the property of Lessor at the expiration of this Lease, unless Lessor elects otherwise, in which event Lessee shall remove the same and restore the Premises to its condition prior to such alterations, additions or improvements. Lessee shall remove at their cost the "walk-in" refrigerator at the conclusion of this lease and restore the space it occupied to a safe, broom clean useable condition. Lessee shall not enter upon the roof of any building without the prior consent of Lessor.

Q. LESSEE SHALL DISCHARGE ALL LIENS.

Lessee shall keep the Premises and Lessee's leasehold interest in the Premises free from any liens arising out of any work performed, material furnished or obligations incurred by Lessee. In the event that Lessee shall not, within 30 days following the imposition of any such lien, cause the same to be released of record, Lessor shall have the right to cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by Lessor and all expenses incurred by it in connection therewith, plus an administrative fee equal to ten percent (10%) of the foregoing costs, shall be considered

additional rent and shall be payable to it by Lessee on demand with interest at the rate of 12% per annum or the highest rate permitted by law, whichever is lower.

R. SIGNS, AWNINGS AND CANOPIES.

Lessee will not place or suffer to be placed or maintained on any exterior door, wall or window of the Premises any sign, awning or canopy, or advertising matter or other thing of any kind, and will not place or maintain any exterior lighting, plumbing fixture or protruding object without first obtaining Lessor's written approval and consent. Lessee shall obtain all necessary Permits for such exterior sign, awning, and advertising matter and it shall be professionally prepared and similar to that signage used by substantially all of Lessee's other retail stores.

Lessee shall submit complete and separate drawings and specifications, including samples of materials and colors, for all its proposed sign work. The drawings shall clearly show the location of the sign on the full storefront elevation drawings indicating graphics, color, size, construction and attachment details.

Lessee shall at all times keep all signs in good condition, proper operating order and in accordance with all applicable government regulations and shall save Lessor harmless from any injury to person or property arising from the erection and maintenance of said sign. Upon termination of this Lease for any reason whatsoever, Lessee shall remove any signs and repair any damage to the building caused by the installation and removal thereof.

S. MODIFICATIONS BY LESSEE AT COMMENCEMENT OF LEASE.

Lessee intends to make various modifications to the Premises. Lessee shall be responsible for payment of all such modifications (which must be approved in advance by Lessor).

Lessee agrees to install, and pay for, all necessary venting, plumbing, ventilation, electrical (& black iron, if appropriate), and other exhaust equipment necessary for the operation of its business at the Premises.

T. APPLICABLE LAW.

The laws of the State of Illinois shall govern the interpretation, validity, performance, and enforcement of this Lease.

U. DRAM SHOP INSURANCE & INCREASE IN FIRE INSURANCE PREMIUM.

a) If alcohol is served on the premises, Lessee agrees to maintain dram shop insurance in accordance with the statutory limits required by the State of Illinois.

b) Increase in fire insurance premium Tenant agrees that it will not keep, use sell or offer for sale in or upon the leased premises any article which may be prohibited by the standard form of fire insurance policy. Tenant agrees to pay any increase in premiums for fire and

extended coverage insurance that may be charged during the term of this lease on the amount of such insurance which may be carried by Owner on said premise of the building of which they are a part, resulting from the type of merchandise sold or activities by tenant in the leased premise, whether or not Owner has consented to the same, in determining whether increased premiums are the result of Tenant's use of the leased premises, a schedule, issued by the organization making the insurance rate on the leased premises, showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up the fire insurance rate on the leased premises.

In the event Tenant's occupancy causes any increased of premium for the fire, boiler or casualty rates on the leased premises or any part thereof above the rate for the least hazardous type of occupancy legally permitted in the leased premises, the Tenant shall pay the additional premium the fire, boiler or casualty insurance policies by reason thereof. The Tenant also shall pay in such event, any additional premium for its protection against rent loss through fire. Bills for such additional premiums shall be rendered by Owner to Tenant at such times as Owner may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rent.

V. ATTORNEYS' FEES AND COSTS.

In the event of litigation between the parties hereto regarding the property or this agreement, or in the event that it becomes necessary to enforce any of the covenants and provisions of this agreement, the non-prevailing party (i.e., the "loser") shall pay as part of any judgment in such litigation or enforcement proceedings the costs and expenses (to include reasonable attorney's fees) of the prevailing party (i.e., the "winner").

The determination as to who is the "loser" and the "prevailing party" shall only be made by a judge of the County in which the property is located. The said judge is authorized hereby to not only award 'reasonable' attorney's fees, but to make a determination as to the 'reasonableness' of the hours expended by the 'prevailing party.'

W. There shall be added to paragraph 11 of the lease the following: Rent shall abate during any period that the premises are untenantable.

X. Nothing provided in this lease and rider shall relieve Lessor of his obligation to mitigate its loss in the event of default by Lessee.

Y. There shall be added to the beginning of paragraph 15 of the lease "as provided in paragraph V of the attached rider,".

In witness whereof, the parties have signed this Rider on this the 1st day of September, 2012.

Glen Ellyn Mortgage & Real Estate, Inc.

By: John M. Rosch
By John M. Rosch, Manager

GUARANTY OF LEASE

On this the 1st day of September, 2012, in consideration of the sum of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned guarantors hereby guaranty, during the first 36 months of the lease term, the payment of all rents and performance by lessee, lessee's heirs, executors, administrators, successors and assigns of all of the covenants and agreements of the foregoing Lease between and Glen Ellyn Mortgage & Real Estate Inc.

C.W. Burns co., inc.

PLUMBING - HEATING - PROCESS PIPING
MECHANICAL CONTRACTORS

1536 BROOK DR. SUITE E DOWNERS GROVE, IL 60515 Ph (630) 629-5850 Fax (630) 629-6740

DATE: October 19, 2012

TO: Fairview Construction

RE: Blackberry Market
Glen Ellyn

C. W. Burns Co., Inc. proposes to furnish Labor, Materials, Coordination, and Supervision to provide plumbing and piping for the proposed project per plans dated 10/15/12. The scope of the proposed work includes the following;

Includes;

Disconnect and remove existing 3-comparment sink
Remove existing floor sink serving 3-compartment sink, and cap piping in crawl space
Provide waste, vent, and water piping to new location of 3-compartment sink
Provide water piping to dishwasher and dump sink. Cold exists at this location but hot will need to be brought up from the basement
Installation of new 3-comp sink, dump sink, dishwasher, ice maker, and ice machine
Natural gas piping from new meter in basement to cooking equipment and make up air unit on roof
Final connection to new cooking equipment

Exclusions;

Providing 3-compartment sink, faucets, or drains
Patching floor or quarry tile where floor sink was removed
Opening wall for new piping to 3-comp sink
Water supply to coffee maker, or other beverage equipment
Condensate drain piping from new cooler
Natural Gas flex connectors for cooking equipment
Roof patching
Providing Ansul valve for fire protection system at hood
Certification of existing backflow device. Cost to provide $175
Cleaning of existing grease interceptor or rodding of piping
Repairs to any existing plumbing fixtures

PRICE PER ABOVE SCOPE.....$7,600.00

Brian Burns
C. W. Burns Co., Inc.

SLEETH ELECTRIC INC.
48W605 Hinckley Road
Big Rock, IL. 6051'

PROPOSAL

To: Fairview Construction
For: Black Berry Resturaunt
Date: 10/22/2012
Revised:

Sleeth Electric Inc Proposes to furnish labor and material for the electrical installation in accordance with the following specifications:

qty	Description	Ext Amount
1	Install Disconect and Power To Make Up Air RTU	
1	Install Power To Hood	
1	Provide Power To Exhast RTU	
1	Provide Power To New Dish Washer Unit	
1	Provide Power And Disconnect For New Walk In Cooler	
1	Provide Power To Convection Oven Via Shunt Trip Breaker	
1	Provide Power To Range Via Shunt Trip Breaker	
1	Provide Power To Grill Via Shunt Trip Breaker	
	Total	$ 3,400.00

Note

We hereby propose to furnish labor and material in accordance with the above specifications for the sum of ***Three Thousand Four Hundred Dollars and 00 Cents.***

Proposal

Fairview Construction
1526 E. Forest Ave.
Wheaton, IL. 60187
(630) 738-9986
jim@fairview-construction.com

Date: 10/20/2012
To: Anna Davidson
Address: 401 Main St.
City, St, Zip: Glen Ellyn, IL 60137
Project name: Blackberry Market
Project Manager: Anna Davidson

Customer Work Sheet:

Permit $2,000.00

Demo $1,900.00
- remove existing tops as per plan in prep area
- cut down west 1/2 wall to matching height in Prep Area
- cut openings in existing 1/2 wall in Prep Area to accommodate new equipment
- remove existing 1/2 wall near new walk in cooler as per plan.
- remove existing oak column to accommodate new door opening into dry storage
- remove existing door and frame into kitchen
- make new opening for relocated office door

Framing $2,400.00
- frame door opening into office
- frame new west wall in office
- frame new cased opening to kitchen
- frame new door opening to dry storage
- frame new walls at new walk-in cooler
- frame openings in roof for new exhaust ducts

Plumbing - as per Burns proposal see attached $7,600.00

Pipe and Duct Insulation - may be required $600.00

HVAC - none included

Sprinkler - none included

Electric - as per Sleeth Electric proposal $3,400.00

Fire Protection /dry - $1,000.00

Doors - supply 1 oak prehung to match existing $300.00

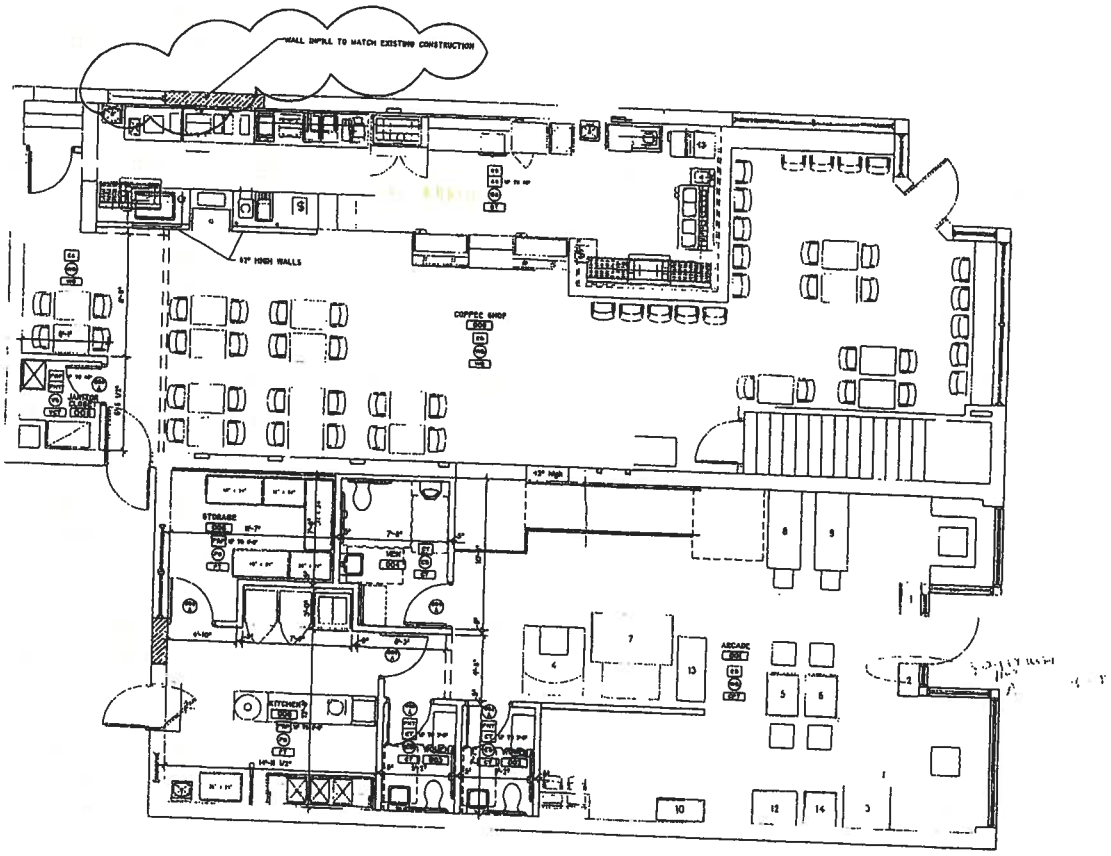
Sound Insulation $400.00

Proposal

Roofing - pending	
Roof Equipment Screening/Fence -	$1,600.00 $2,300.00
Drywall - hang and tape newly exposed framing	$1,720.00
Ceiling minor repairs	$200.00
Trim • install 1 - new door and frame • re-install 1 existing door at office • re- install saved base and shoe on exterior of new wall • ceramic base repair • repair wainscoting at new cutouts in Prep Area • built in bench in north Dining Area allow $500.00 • re-install saved base and shoe on exterior of new wall at walk-in cooler	$1,450.00
Painting - allowance	$6,000.00
Phone and Data Terminations - allowance	$800.00
Door Hardware - allowance	$50.00
Cabinetry/Counters - allowance	$10,000.00
Stairs and Rails - add 2 steps, one with handrails	$800.00
Air Balancing - may be required	$600.00
Flooring - none included	$600.00
Masonry - make new door opening with steel lintels	$1,000.00
Dumpster	$450.00
Exhaust hood - labor only	$7,500.00
Walk in Cooler - labor only	$4,800.00
Misc.	$2,000.00
Clean Up • remove all construction debris & broom sweep	$400.00
General Contracting	$6,200.00
General Conditions	$3,100.00
Total	**$71,170.00**

14	1	ea	**EXHAUST HOOD** Captive-Aire Model No. 5424ND-2-PSP-F 8ft 0" Long Exhaust-Only Wall Canopy Hood with Front Perforated Supply Plenum with Built-in 3" Back Standoff - 430 SS Where Exposed - Fire Cabinet on the Left Side - FILTER - 16" tall x 16" wide Stainless Steel Captrate Solo filter with hook, ETL Listed. Particulate capture efficiency: 93% efficient at 9 microns, 72% efficient at 5 microns - FILTER - 16" tall x 20" wide Stainless Steel Captrate Solo filter with hook, ETL Listed. Particulate capture efficiency: 93% efficient at 9 microns, 72% efficient at 5 microns - Incandescent Light Fixture-High Temp Assembly, Includes Clear Thermal and Shock Resistant Globe (L55 Fixture), Bulbs By Others - EXHAUST RISER - Factory installed 14" Diameter - SUPPLY RISER - 10"x 20" Supply Riser with Volume Dampers - 1/2 Pint Grease Cup New Style, Flanged Slotted - RIGHT END STANDOFF (FINISHED) 3" Wide 54" Long Insulated - LEFT QUARTER END PANEL 23" Top W, 0" Bottom W, 23" H 430 SS - Electrical Package Installation in Utility Cabinet by Plant.	2,334.00	2,334.00
16	1	ea	**EXHAUST FAN** Captive-Aire DU85HFA High Speed Direct Drive Centrifugal Upblast Exhaust Fan with speed control (single phase only), disconnect switch and 15-3/4" wheel. Exhaust Fan handles 1600 CFM @ -1.000" wc ESP, Fan runs at 1202 RPM. Exhaust Motor: 0.750 HP, 1 Phase 115 V, 60Hz, 13.0 FLA, ODP - Grease Cup for kitchen-duty centrifugal exhaust fans, Box Dimensions 15-3/4 L X 5-1/16 W X 3-3/4 H (18 GA.) - EF-1 Curb CRB23X20E On Fan # 1 Flat Curb - Hinged Base for Curb. Standard Hinge attached to curb. Used on Fans with wheels 20 inches or smaller. 12 GA Galvanized. - Vented Base for Curb	748.00	748.00
15	1	ea	**FIRE SYSTEM** Captive-Aire ANSUL-3.0 Ansul 3 gallon Fire System in Utility Cabinet (includes pre-piped hood(s) with detection, tank(s), release mechanism, microswitches and pull station). - GAS VALVE - 2" Mechanical Shutoff Valve (Ansul)(28-55610); FINAL HOOK UP, TESTS and PERMITS INCLUDED	3,116.00	3,116.00

16	1	ea	**HEATED MAKE UP AIR FAN** Captive-Aire Model No. A1-D.250-G10 Direct Gas Fired Heated Make Up Air Unit with 10" Blower Supply Fan handles 1280 CFM @ 0.375" wc ESP, Fan runs at 828 RPM. Heater supplies 103219 BTUs. 80°F Temperature Rise. [Fuel: Natural Gas] Supply Motor: 0.500 HP, 1 Phase 115 V, 60Hz, 8.0 FLA, ODP (Open Drip Proof) Down Discharge - Air Flow Right -> Left - Sloped Filtered Intake for Size #1 Modular Heater. 21.813" Wide x 44.375" Long x 23.375" High. Includes 2" MV EZ Kleen Metal Mesh Filters. - RTC Solutions 40-90°F Discharge Temp Control - Gas Manifold for DF1 GM - BTU 0 - 550001 - 7 in. w.c. - 14 in. w.c., No Insurance Requirement (ANSI), BV250-66 - Cooling Interlock Relay. 24VAC Coil. 120V Contacts. Locks out burner circuit when AC is energized. - Low Fire Start. Allows the burner circuit to energize when the modulation control is in a low fire position. - Gas Pressure Gauge, 0-35", 2.5" Diameter, 1/4" Thread Size - Gas Pressure Gauge, -5 to +15 Inches Wc., 2.5" Diameter, 1/4" Thread Size - Extra Set of V-Belts. - Low Pressure Gas Switch (1" - 6" WC) Factory set at 2" w.c. - Motorized Back Draft Damper 16" X 18" for Size 1 Standard & Modular Direct Fired Heaters w/Extended Shaft, Standard Galvanized Construction, 3/4" Rear Flange, LF120S Actuator Included - SF-1 Curb CRB21X71X20INS Insulated On Fan # 2 Flat Curb	3,478.00	3,478.00
17	1	ea	**ELECTRICAL SYSTEM** Captive-Aire Model No. EP-1 111110FP 120V/1Ph, W/ 1 Exhaust Fan, 1 Supply Fan, Exhaust in Fire, Fan On/Off Thermostatically Controlled. Includes1 Duct Thermostat.	586.00	586.00
18	1	ea	**FIELD WRAPPER/BACKSPLAS/RIGHT SIDE SPLASH** Captive-Aire - FIELD WRAPPER 18.00" High Front, Left (Item #14) - BACKSPLASH 80.00" High X 111.00" Long 430 SS - RIGHT SIDESPLASH 80.00" High X 54.00" Long 430 SS	790.00	790.00
			SUBTOTAL		127,997.00
101	1	ea	**TAXABLE FREIGHT** Services to Include Freight from the factories to our local warehouse-TO BE DETERMINED-		
102	1	ea	**DELIVERY** Services to Include Consolidation and Delivery of items for this project. Based on up to 30 days of storage. Uncrate and assemble walk-in Holding cooler. Refrigeration installation. This will include, running refrigeration and drain lines for this walk-in, setting the condensing unit, hanging the refrigeration coil, and starting up the system when complete. Please note: Any roof penetrations, and electrical work will be handled by others. Refrigeration install scope of work will need to be reviewed, and may affect pricing		



ARCADE COMPONENTS	
NUMBER	PRODUCT
1	MODEL BILL CHANGER
2	MODEL CASH OR CREDIT CARD TOKEN DISPENSER
3	ANIMAL GRAB
4	JIMMY JACKPOT
5	MS PACMAN
6	GALAGA
7	DANCE DANCE REVOLUTION SUPERNOVA
8	PINBALL
9	PINBALL
10	STEAMENGINE KIDDIE RIDE
11	—
12	PHOTO BOOTH
13	SKITTLE BALL
14	GRAVITY HILL
15	COMPUTER WHITEBOARD CONNECTION

NOTE:
ALL NEW PARTITIONS TO BE 2X4 STUDS @ 16" O.C. AND 5/8" GYPSUM BOARD BOTH SIDES. USE 5/8" CEMENT BOARD WHERE CERAMIC TILE IS INDICATED.

NOTES

- CARPET TILES: "KRAUS" ROYAL SCOT, VALHALA #7874 RAPTURE DELIGHT.
- KITCHEN QUARRY TILE: AMERICAN OLEAN, SAHARA 0-03 6" X 6"
- BATHROOMS TILE: AMERICAN OLEAN, TIMES SQUARE PK-05 DECO 3" X 12" WITH TAS LAKE MIRROR 12" X 12"
- WOOD FLOOR: MAPLE WOOD WITH MEDIUM BROWN STAIN

MATERIAL LEGEND

WALL FINISHES

PNT	PAINTED G.B.
EO	EXPOSED BRICK
FRP	FIBERGLASS REINFORCED PANELS
CT	CERAMIC TILE
SS	STAINLESS STEEL

BASE FINISHES

QB	QUARRY TILE BASE
WB	WOOD BASE
VB	VINYL BASE
CB	CERAMIC TILE BASE
PB	PORCELAIN TILE BASE

FLOOR FINISHES

QT	QUARRY TILE
WD	WOOD
VCT	VINYL COMPOSITION TILE
CT	CERAMIC TILE
PT	PORCELAIN TILE
CPT	CARPET

FINISH SYMBOLS

PNT WALL (ENTIRE ROOM UNLESS OTHERWISE INDICATED)

VB BASE (ENTIRE ROOM UNLESS OTHERWISE INDICATED)

CPT-1 FLOOR (ENTIRE ROOM UNLESS OTHERWISE INDICATED)

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Revisions / Submissions:
PERMIT REV 11 MAY 2008

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Pollock Holzrichter Nicholas Ltd.

REVIEW

BELLS & WHISTLES
COFFEE SHOP & ARCADE
401 & 405 Main St.
Glen Ellyn, IL 60137

PHN

NORTH

Job No.: 07A136
Date: 8 May 2008
Drawn By: RAF
RLS
Checked: DTM

A1.0

DCHD Review

A1	Floor Plan
1/4" = 1'-0"	-

xplan-07A136.dwg

401 NORTH MAIN - BLACKBERRY MARKET
PROJECTED SALES TAX

Low Range

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Gross Sales[1]	$ 775,626.00	$ 814,407.00	$ 855,128.00	$ 897,884.00	$ 942,778.00	$ 989,917.00	$ 1,039,413.00	$ 1,091,384.00	$ 1,145,953.00	$ 1,203,251.00
Sales Tax to Village[2]	$ 15,512.52	$ 16,288.14	$ 17,102.56	$ 17,957.68	$ 18,855.56	$ 19,798.34	$ 20,788.26	$ 21,827.68	$ 22,919.06	$ 24,065.02

High Range

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Gross Sales[1]	$ 1,105,243.00	$ 1,160,505.00	$ 1,218,530.00	$ 1,279,457.00	$ 1,343,429.00	$ 1,410,601.00	$ 1,481,131.00	$ 1,555,187.00	$ 1,632,947.00	$ 1,714,594.00
Sales Tax to Village[2]	$ 22,104.86	$ 23,210.10	$ 24,370.60	$ 25,589.14	$ 26,868.58	$ 28,212.02	$ 29,622.62	$ 31,103.74	$ 32,658.94	$ 34,291.88

*Sales tax analysis assumes that all products sold qualify for the full sales tax and home rule sales tax rate.

1. Gross sales numbers provided by business
2. Sales tax of 2% remitted to the Village. This is calcuated using the 1% of state sales tax that the state remits to the Village and the 1% home rule sales tax.

Prepared by: Village of Glen Elly Finance Department, October 2012. Estimates based on Cofidential Pro Forma Income Statement provided by Anna Davidson.

Proposal for Blackberry Market

402 Main Street

Glen Ellyn, IL

Anna C. Davidson

Executive Summary

Blackberry Market will offer customers in Glen Ellyn and the surrounding suburbs a "fast casual" experience with a focus on fresh prepared foods and catering. Food will be meticulously prepared with the most local ingredients possible. It will feel casual and friendly like your local bakery café with the food quality of a five-star restaurant. It will also offer the area the convenience of "grab and go" options, as well as a full service catering component.

The Need

The following restaurants are currently serving the downtown Glen Ellyn area:

- Flour and Wine
- Northside Bar and Grill
- Tap House Grill
- Asian Pearl
- Barone's Family Restaurant
- Bistro Monet
- Glen Oak Restaurant
- Santa Fe
- Cab's
- Subway
- Einstein's Bagels
- The Patio
- Shannon's Irish Pub
- Honey Café
- Chin's Chop Suey
- Mykha's
- Thipi Thai
- 2Toots Train Whistle Grill
- Marinella Italian Restaurant
- Vitorio's
- Starbucks

Of this current list, only Subway, Chin's, Einstein's, and the Patio offer meals without table service or in a fast casual environment. Of those options, only Einstein's offers a (somewhat) pleasant seating environment.

Glen Ellyn is ready for a better option for fast casual dining – a place where you can meet a friend or bring your family to get a quality meal quickly. And a place where you can grab what you need to take home.

Glen Ellyn needs caterering. In a town where everything from Christmas parties to graduations and first communion are catered events, a local caterer is a valuable addition.

Glen Ellyn has a population of about 28,000 people.

Median resident age: 40.3 years

Estimated median household income in 2009: Glen Ellyn: $86,390 Illinois: $53,966

This is a community of educated, hard-working, busy individuals and families who appreciate good food that is healthy and conveinient. The neighboring communities have a similar profile and will also be part of the market's customers/catering clients.

Personal Work Experience for Anna Davidson

2005–2007: Moveable Feast in Geneva, IL

- Managed catering jobs
- Prepared, finished, and displayed food for catering
- Ordered, displayed, and planned retail space areas
- Managed orders and planning for catering jobs

2007–present: Honey Café in Glen Ellyn

- Prepared kitchen space for opening and inspections
- Obtained sanitation license
- Ordered and organized all necessary materials for operations start-up
- Developed the menu and recipes for the bakery and desserts
- Hired, trained, and managed all staff for the bakery
- Created an efficient system of operations that creates consistent products at minimal cost with minimal waste.

2011–present: Anna C. Davidson Foods and Catering

- Created my own catering company
- Developed and executed an extensive catering menu
- Built and maintained a large client base (many repeat customers)
- Managed and executed large events such as the following:
  - Christmas Lunch (350 people)
  - Birthday parties
  - Rehearsal dinners
  - Family reunions
  - First communions
  - Baptisms

The Concept

A fast casual restaurant offering daily healthy meals, attractive seating, grab and go market items, bakery and other options.

The Components

Our successful business plan includes different components for revenue.

Counter Service
Menu items that you can order and eat in-house

Grab and Go
You can either order ahead, or stop in to pick up a meal or snack

Catering
Either for pick-up, delivery, or full-service, catering will be a major part of the business

Market
Retail items carefully selected and artfully displayed available for purchase

Raw Juice/Lemonade Bar
A new sector of specialty drinks that will be featured as a destination in itself

Gelato
This fast-growing Italian Ice Cream trend will be offered at the market. The only place in town where you can get a scoop of artisan ice cream.

Bakery
Bakery items to add to your meal or come in and buy separately, or order for parties or special occasions.

Wholesale Bakery
Offer baked items wholesale to local shops and restaurants.

The Location

402 Main Street
in Glen Ellyn

This prime location on the corner of Hillside and Main in Glen Ellyn has some incredible potentia.

Advantages of this location:

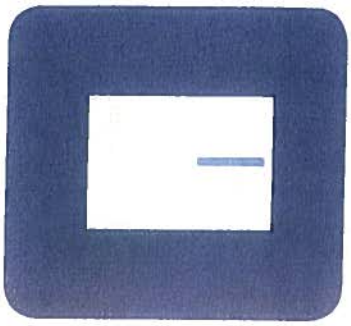
- Lots of parking available—
  including a city lot across the street
- Close to train station
- Proximity to busy churches
  and schools
- Across from the farmer's market
- Visibility and prominence of
  the corner space
- Ample space to offer the different services of
  the restaurant

Difficulaties in making proposed improvements:

- Older building--unusual layout and structure
- Crawl space under proposed kitchen making
  access more difficult
- 2 seperate storefronts that have been
  combined--we have to integrate meters/
  systems of the spaces into one
- inadequate service line--gas meter for
  proposed cookline--must be upgraded
- Complying with Dupage County Health Codes
  and Village Building requirements takes
  additional time and captial
- Installation of ventiliation system has to work
  around large amounts of mechanicals already
  in place in the unit.

Business Partners

Rule29 Creative



An industry leader in the creative field—Rule29 will provide a professional design and brand that will give Blackberry Market an edge where other area restaurants lack. They will help with the following:

- Logo, branding, and messaging
- Retail space design and aesthetics
- Website design
- Video and photography promotional materials
- Packaging and menu design
- Social media strategy
- Advertising
- Print materials

CaterConsult, Inc.

Experts in the restaurant industry—CaterConsult has been there and can help structure the business so it is lean and profitable from the minute the doors open. They will help with the following:

- Concept development
- Blueprints & build-outs
- Kitchen design & equipment
- Restaurant design
- Menu development
- Cost controls
- Vendor selection
- Branding & marketing
- Hiring & training

The Numbers

Start-up Cost	
Security Deposit/Rent	$9,600 - deposit
Architect Fees	$7,500
Consulting Fees	$2,500
Construction/Contracting Costs	$100,000
Kitchen Equipment	Walk-in: $11,000
	Ovens: $8700
	Bakery Equipment: $6000
	Refrigerated cases: $6,000
	Sandwich/salad reach-in: $4,000
	Commercial freezer: $2,000
	Drink cooler/ice machine: $4,500
	Grab and go cooler: $2,500
	Work tables: $2,500
	Metro shelving: $5,000
	Dishwasher: $3000
	Total: $55,200
Furniture	$25,000
Small wares	$6,000
Start-Up Inventory	$7,500
First 3 Months Operating Expenses	$60,000
Legal/Permit Fees	$10,000
Website Construction	$18,000
Computer/register system	$15,000
Total Requirements	**$316,300**

Projections

Café Food

Breakfast: daily--$323--$440

Mid-morning and mid-afternoon snacks: daily: $207--$268

Lunch: daily: $854--$1105

Dinner: daily $505--$656

Total Daily: $1,889 - $2,469

Take out meals
235 weekly meals: $2250--$3525

(yr. $117,000–$183,300)

Catering
weekly: $1500--$2500

(yr. $78,000–$130,000)

Bakery special order
weekly: $250--$400

(yr. $13,000–$20,800)

Gelato
25-80 daily (May–September) at $3/per person
5–25 daily (October–April)
Yearly Range: $14,400–$51,750

Market sales
$500--$650 weekly sales for market items; $13,000-$33,800

Total Yearly Range for Projections

$973,440–$1,329,120

Budget and Shortfalls

My experience in the restaurant industry and advice from professionals has confirmed that there are many unexpected expenses during start-up and early operation. We want to open our doors on solid financial footing.

Our current captial comes from several sources:

Glen Ellyn Bank Loan (w/personal guranty)

Personal Savings/Captial

Private Investments from friends and family

We are also doing a social media funding campaign through Kickstarter or Indi GoGo.

Currently, Blackberry Market is $50,000 short of the capital it needs to complete this project.

The Village Grant would make it possible for us to complete the improvements/construction phase so we can open for buisness and start providing jobs and making revenue.

A-66

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Staci Hulseberg, Planning & Development Director
Michele Stegall, Village Planner MJS

DATE: November 5, 2012

FOR: October 22, 2012 Village Board Meeting

RE: Village Links Ordinance Amendment

Background. On August 12, 2012, by the adoption of Ordinance 6063, the Village Board granted a number of approvals for the Village Links project. One of the originally requested variations was to allow the size of two new landscaped islands to be smaller than required by Code. The Plan Commission recommended denial of this variation and Ordinance 6063 was ultimately approved with a condition that, *"All new parking lot landscape islands shall comply with the minimum size required by the Zoning Code."* The subsequently submitted permit plans reflected the required increase in the size of these two islands.

Another variation requested for the project was to allow the parking lot light poles proposed in the existing east parking lot to be placed in locations where they could be susceptible to collision strikes. This variation was needed due to the proposed placement of poles in the center of the parking lot and at the end of some rows of parking without an island or other protection, with the exception of a concrete base, around them. This variation was granted.

Issues. After further consideration of the impacts of placing light poles at the end of parking rows that would not be protected by islands, the Recreation Department is now proposing to install islands around all the poles on the south side of Winchell Way and along the exit drive. This is an improvement over the originally proposed plans, as it would provide protection around these light poles and better direct vehicles by providing more defined driving lanes. It would also bring the existing grandfathered parking lot closer to conformance with the Appearance Review Guidelines and Zoning Code by providing landscape islands at the end of every row of parking and would visually enhance the appearance of the parking lot. However, the newly proposed islands would not meet the minimize size requirements in the Zoning Code and increasing their size to comply with the Code would result in the loss of at least 10 parking spaces. Only one parking space would be lost with the addition of substandard landscape islands. Condition F which required the size of the islands to comply with the Zoning Code and be at least the same size as the parking spaces in the lot prevents the planning staff from being able to approve permit plans which include substandard islands. Therefore, the Recreation Department is requesting that Ordinance 6063 be amended to remove this condition.

Recommendation. The proposed change would be an improvement over the existing condition and the two islands originally discussed by the Plan Commission would continue to be increased in size to comply with the Zoning Code. Therefore, the planning staff supports the request.

Action Requested. The Village Board may approve, approve with conditions or deny the requested amendment to remove Condition F from Ordinance 6063. An Ordinance approving the request has been prepared for consideration at the November 13, 2012 Village Board meeting.

Attachments.

- Memorandum from Matt Pekarek dated November 5, 2012
- Aerial Photo of Existing East Parking Lot
- Existing/Approved East Parking Lot Site Plan
- Alternate East Parking Lot Site Plan
- Site Plan Showing Light Pole Locations
- Ordinance

Cc: Matt Pekarek, Recreation Director
Craig Pryde, Project Architect

X:\Plandev\PLANNING\DEVELOPMENT PROJECTS\Park\Village Links\VB Memo 110212.docx

Memorandum

November 5, 2012

TO: **MICHELLE STEGALL, PLANNER**

FROM: **MATT PEKAREK, RECREATION DIRECTOR** Matt Pekarek.

RE: **VILLAGE LINKS PARKING LOT**

The Zoning Ordinance does not require that landscape islands be added in the existing Village Links parking lot. Earlier this year the Village Board approved a Special Use Permit allowing light poles outside of landscape beds in the parking lot.

There are seven parking aisles in the existing Village Links parking lot. Three of those aisles have landscape islands at the end of the aisle, while four aisles have painted cross-hatched striping to mark the end of the aisle. We would have liked to convert the cross-hatched striping to small landscape islands to better define the aisle ends, but the Zoning Code would require us to eliminate 16 needed parking spaces in the process. We cannot afford to lose parking spaces and it is impractical to expand the parking lot.

The existing parking lot has adequate landscaping. North of Winchell Way and the parking lot is a 1300-foot landscape bed more than a half acre in size along the rear yards of homes on Lowden Avenue. South of the parking lot there is a 650 foot swath of golf course between the parking lot and property line, that includes multiple golf holes separated by three distinct groves of trees.

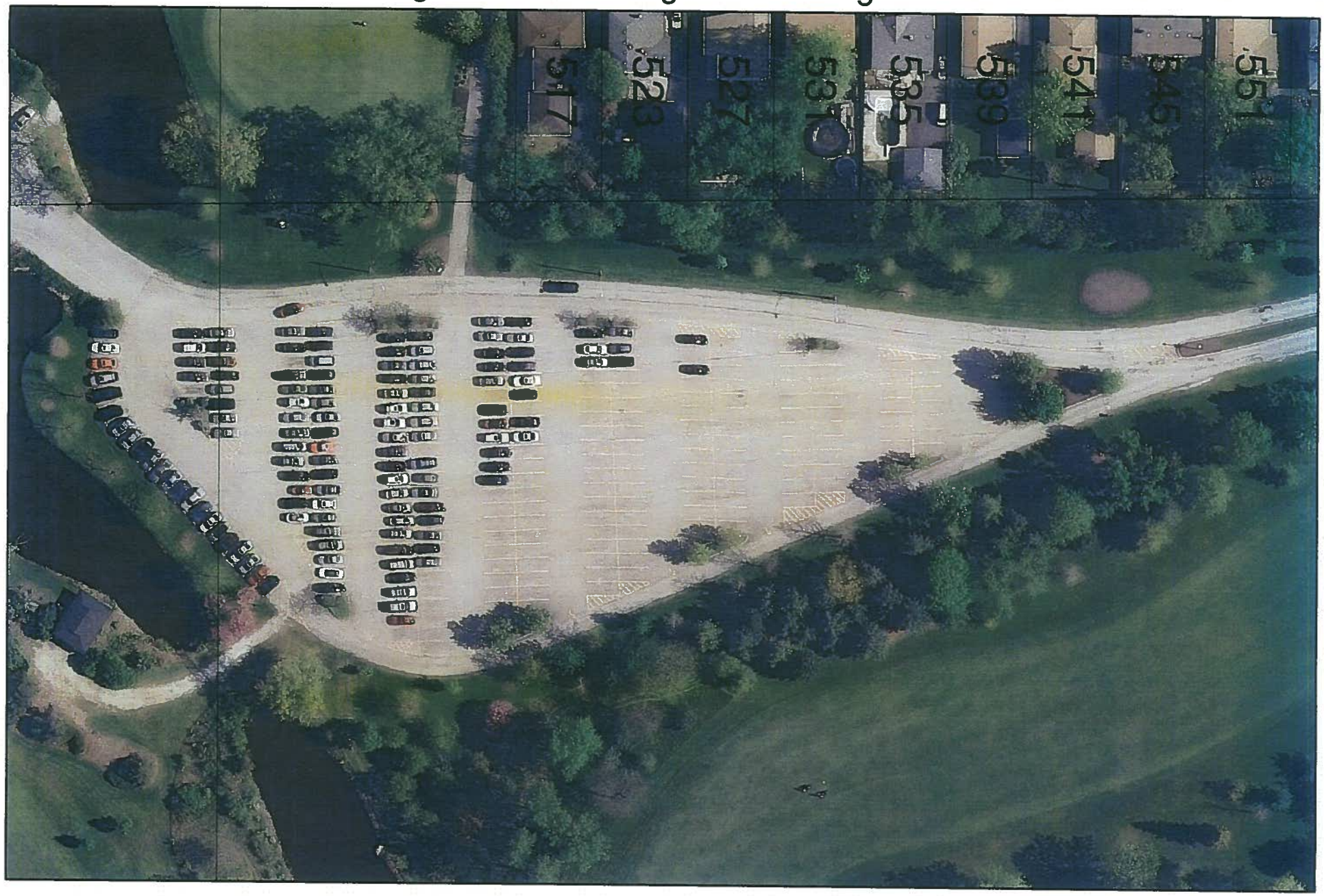
I feel that some drivers exiting Winchell Way might be uncomfortable with light poles on concrete bases at the end of parking aisles. I would prefer to place landscape islands around all of these light poles. We have devised a plan shifting the parking aisles so that the largest landscape islands possible would be located along the more heavily trafficked Winchell Way exit lane and the narrower landscape islands along the exit lane at the south end of the parking lot. By eliminating one parking space total, we are able to add eight new landscape islands large enough to accommodate a light pole and some landscaping. To accomplish this we need permission to add landscape islands that in some cases are narrower than a full parking space, which is the Zoning Code requirement.

I believe that an exception to the Zoning Code is warranted because the acres of landscaping surrounding the parking lot more than compensates for smaller landscape islands within the lot, because the parking lot is only visible to golf course visitors, and because the location of the parking lot in a storm water detention system creates a unique hardship that prohibits the reasonable expansion of the parking lot to accommodate larger landscape islands. The Village does not risk setting a precedent for future applicants citing the Village Links as justification for not meeting landscaping requirements because the Village Links' lot is possibly the most heavily landscaped lot in the community, with trees, berms, lakes and flower beds on all sides.

Attached is a revised plan for the existing parking lot. Under this alternate plan, total clubhouse parking would accommodate 286 cars.

Thank you.

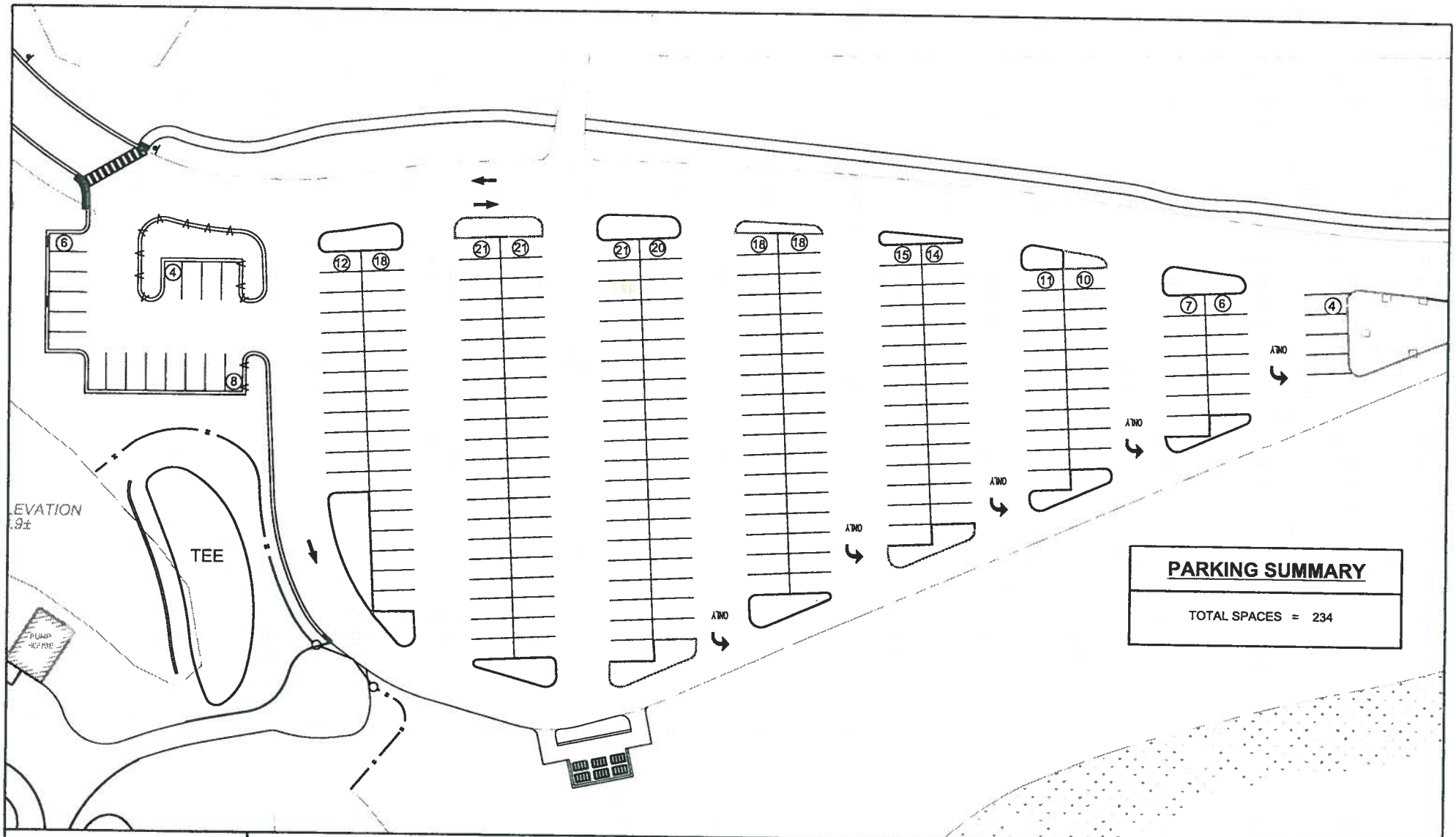
Village Links - Existing East Parking Lot



Prepared By: Planning and Development
Date: April 6, 2012
2009 Aerial Photo

0 50 100 200 Feet

N



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VILLAGE LINKS CLUBHOUSE RENOVATIONS

GLEN ELLYN ILLINOIS

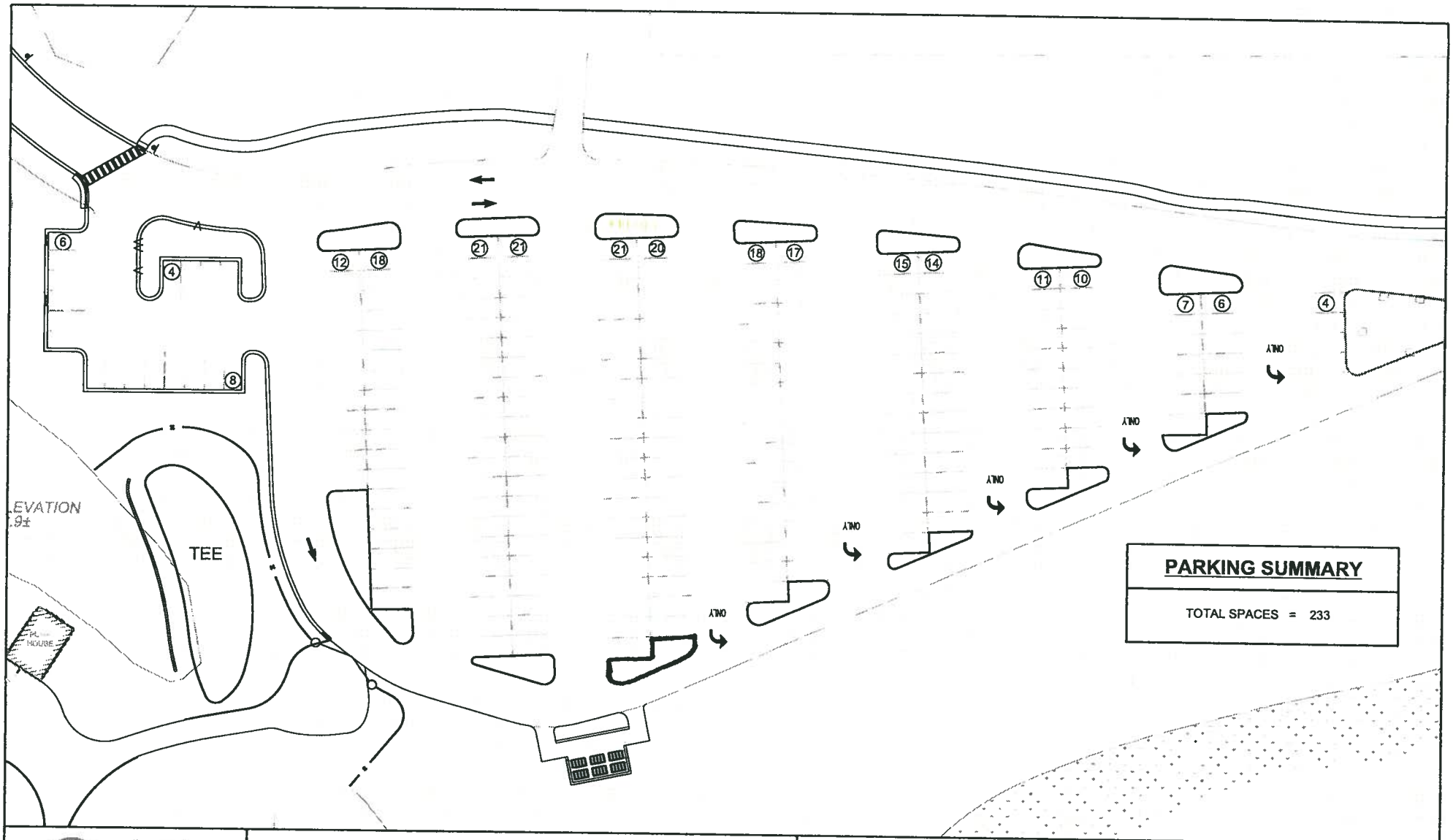
PARKING ISLAND EXHIBIT

Approved

SCALE: 1" = 40'

Parking Islands - Proposed.dgn 11/1/2012 11:07:02 AM

E:\2011\11003\Drawings\Main\Exhibits\Parking Islands - Proposed.dgn 11/1/2012 11:07:02 AM



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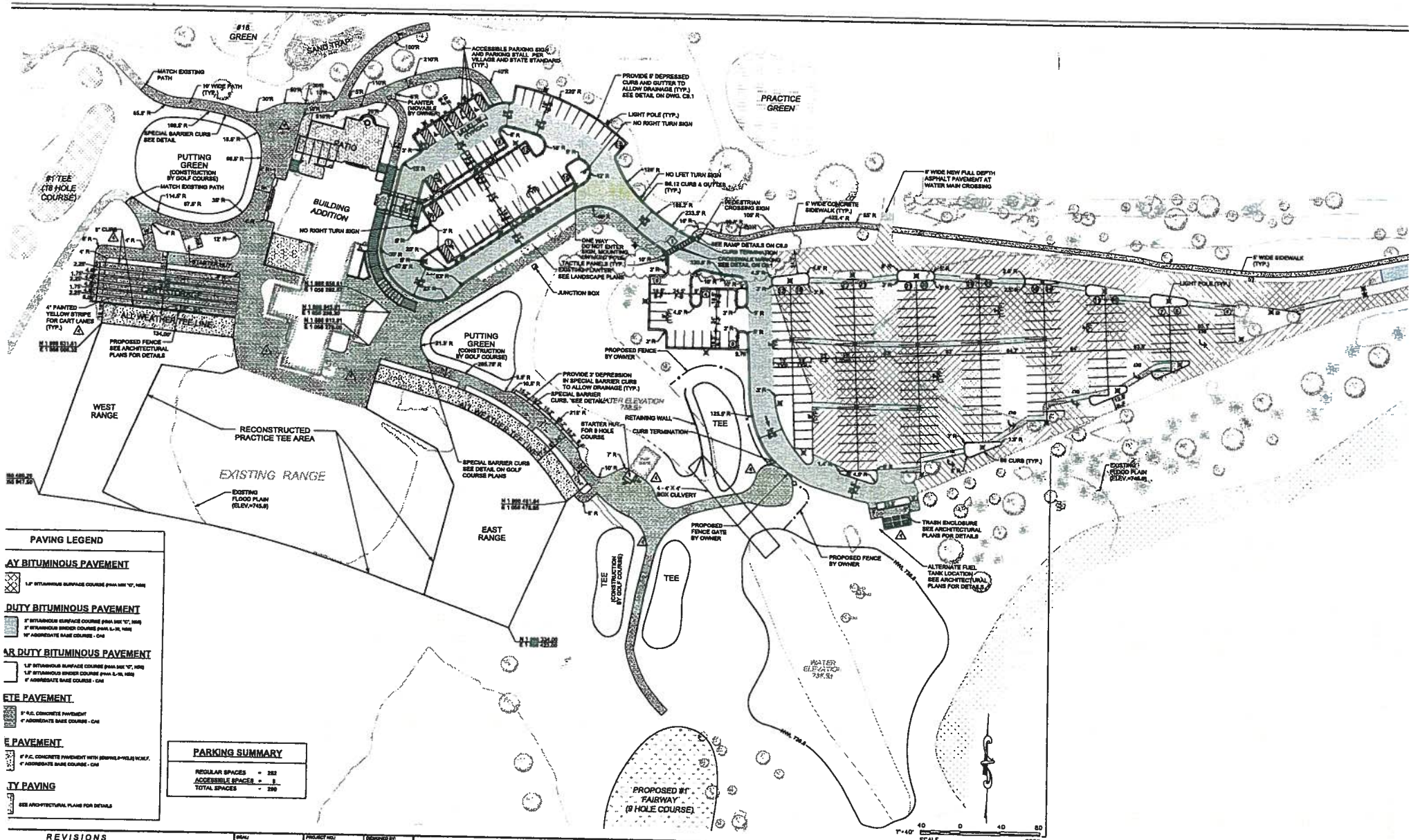
VILLAGE LINKS CLUBHOUSE RENOVATIONS

GLEN ELLYN ILLINOIS

PARKING ISLAND EXHIBIT - ALTERNATE

SCALE: 1" = 40'



PAVING LEGEND

AY BITUMINOUS PAVEMENT

1.5" BITUMINOUS SURFACE COURSE (IDOA MIX "C", N50)

DUTY BITUMINOUS PAVEMENT

3" BITUMINOUS SURFACE COURSE (IDOA MIX "C", N50)
3" BITUMINOUS BINDER COURSE (IDOA IL-19, N50)
10" AGGREGATE BASE COURSE - CA6

AR DUTY BITUMINOUS PAVEMENT

1.5" BITUMINOUS SURFACE COURSE (IDOA MIX "C", N50)
1.5" BITUMINOUS BINDER COURSE (IDOA IL-19, N50)
8" AGGREGATE BASE COURSE - CA6

ETE PAVEMENT

5" R.C. CONCRETE PAVEMENT
4" AGGREGATE BASE COURSE - CA6

E PAVEMENT

6" P.C. CONCRETE PAVEMENT WITH (BROOM-FINISH) W.W.F.
4" AGGREGATE BASE COURSE - CA6

TY PAVING

SEE ARCHITECTURAL PLANS FOR DETAILS

PARKING SUMMARY

REGULAR SPACES	= 282
ACCESSIBLE SPACES	= 8
TOTAL SPACES	= 290

REVISIONS

DESCRIPTION	NO.	DATE	DESCRIPTION
GN			
TION - PLAN REVIEW			

PROJECT NO.: 11003.S04
FILE NAME: C3.1 SITEPLAN
ORIGINAL ISSUE DATE: 04-20-12
SCALE: 1" = 40'
DESIGNED BY: DLG
DRAWN BY: NRS
CHECKED BY: DLG
PROJECT MANAGER: DLG

VILLAGE LINKS CLUBHOUSE RENOVATIONS

GLEN ELLYN ILLINOIS

SITE PLAN - WEST AREA

DRAWING C3

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REVISIONS

NO.	DATE	DESCRIPTION	NO.	D.
1	04-04-12	STORMWATER SUBMITTAL		
2	07-13-12	ISSUED FOR TENDER		
3	08-07-12	ISSUED FOR BID		
4	08-13-12	ISSUED FOR PERMIT		
5	10-10-12	ISSUE FOR CONSTRUCTION - PLAN REVIEW		

...OF THIS SPECIFIC PROJECT WITHOUT THE WRITTEN CONSENT OF V3 COMPANIES ...

Village of Glen Ellyn

Ordinance No. _____

**An Ordinance Amending Ordinance 6063
Which Granted Approval of a Special Use Permit, Zoning Variations and the Exterior Appearance for the Expansion of the Village Links Clubhouse and Related Site Improvements on Property Commonly Known as 485 Winchell Way
to Eliminate a Condition Related to Parking Lot Landscape Islands
Glen Ellyn, IL 60137**

**Adopted by the
President and the Board of Trustees
of the Village of Glen Ellyn
DuPage County, Illinois
This ____ Day of _____, 20_____.**

Published in pamphlet form by the authority of the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, this _____ day of _____, 20 ____.

Ordinance No. _____

**An Ordinance Amending Ordinance 6063
Which Granted Approval of a Special Use Permit, Zoning Variations and the Exterior Appearance for the Expansion of the Village Links Clubhouse and Related Site Improvements on Property Commonly Known as 485 Winchell Way
to Eliminate a Condition Related to Parking Lot Landscape Islands
Glen Ellyn, IL 60137**

Whereas, on August 13, 2012, the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, passed Ordinance 6063 which granted approval of a Special Use Permit, Zoning Variations and the Exterior Appearance to allow the construction of an addition and related site improvements at the Village Links golf course located on property commonly known as 485 Winchell Way and legally described as follows:

PARCEL 1
THAT PART OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION AND RUNNING THENCE NORTH 0° 24' EAST ON THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 1335.70 FEET TO THE NORTHWEST CORNER OF SAID QUARTER; THENCE NORTH 89° 39' EAST ON THE NORTH LINE OF SAID SOUTHWEST QUARTER AND ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION, 1568.98 FEET TO THE CENTERLINE OF PARK BOULEVARD; THENCE SOUTH 4° 05' WEST ON SAID CENTERLINE, 173.97 FEET; THENCE SOUTH 53° 11' WEST, 1955.56 FEET TO THE PLACE OF BEGINNING, IN THE TOWNSHIP OF MILTON, IN DUPAGE COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART LYING WITHIN "WINCHELL WAY" PER DEDICATION ORDINANCE NO. 1480 RECORDED AS DOCUMENT NO. R66-31654.

TOGETHER WITH

PARCEL 2
THAT PART OF SECTIONS 22 AND 23, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23 AND RUNNING THENCE SOUTH 89° 36' WEST ON THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, 1344.28 FEET; THENCE SOUTH 89° 00' WEST ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22, 333.40 FEET TO THE CENTER LINE OF

HILLCREST AVENUE, AS DEDICATED 66.0 FEET WIDE IN THE PLAT OF WHEATON ESTATES AS RECORDED AUGUST 7, 1925 AS DOCUMENT 197514 AND 197515; THENCE NORTH 0° 30' EAST ALONG SAID CENTER LINE, 3024.63 FEET TO THE NORTH LINE OF WILSON AVENUE, IF EXTENDED, IN SAID WHEATON ESTATES; THENCE SOUTH 89° 25' WEST ON SAID NORTH LINE OF WILSON AVENUE, 679.88 FEET TO THE EAST LINE OF LAMBERT ROAD AS DEDICATED IN SAID SUBDIVISION; THENCE NORTH 0° 3' EAST ON SAID EAST LINE OF LAMBERT ROAD, 300.0 FEET; THENCE NORTH 0° 31' WEST ON SAID EAST LINE, 66.0 FEET; THENCE NORTH 0° 17' EAST ON SAID EAST LINE, 265.0 FEET TO THE SOUTH LINE OF TAFT AVENUE, AS DEDICATED IN SAID SUBDIVISION; THENCE NORTH 89° 25' EAST ON SAID SOUTH LINE OF TAFT AVENUE, 829.03 FEET TO THE NORTHWEST CORNER OF LOT 15 IN BLOCK 79 IN SAID SUBDIVISION; THENCE SOUTH 0° 30' WEST, 132.0 FEET TO THE SOUTHWEST CORNER OF SAID LOT 15; THENCE NORTH 89° 26' EAST ON THE SOUTH LINE, IF EXTENDED, OF LOT 15 TO LOT 1, BOTH INCLUSIVE, AND SOUTH LINE AND SOUTH LINE, IF EXTENDED, OF LOTS 14 TO LOT 6, BOTH INCLUSIVE, IN BLOCK 80 IN SAID SUBDIVISION, TO A POINT IN THE WEST LINE OF LOT 3 IN SAID BLOCK 80; THENCE SOUTH 0° 31' WEST ON THE WEST LINE AND WEST LINE, IF EXTENDED, OF LOTS 3, 4 AND 5 IN SAID BLOCK 80 AND ON THE WEST LINE AND WEST LINE, IF EXTENDED, OF LOTS 1, 2, 3, 24, 25 AND 26 IN BLOCK 78 IN SAID SUBDIVISION, 564.2 FEET TO A POINT IN THE SOUTH LINE OF WILSON AVENUE, AS DEDICATED IN SAID SUBDIVISION; THENCE NORTH 89° 42' EAST ON SAID SOUTH LINE OF WILSON AVENUE, 366.0 FEET TO THE EAST LINE OF SAID WHEATON ESTATES, RECORDED AS DOCUMENT 197514; THENCE SOUTH 0° 32' WEST ON SAID EAST LINE OF WHEATON ESTATES, 281.25 FEET TO A POINT IN THE NORTH LINE OF HARDING AVENUE, AS DEDICATED IN GLEN ACRES SUBDIVISION (SAID NORTH LINE BEING ALSO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 23); THENCE SOUTH 89° 42' WEST ON SAID NORTH LINE, 78.85 FEET TO THE POINT OF INTERSECTION OF SAID NORTH LINE WITH THE WEST LINE, IF EXTENDED NORTH, OF LOT 11 IN BLOCK 9 IN GLEN PARK SUBDIVISION, A RESUBDIVISION OF PART OF SAID GLEN ACRES SUBDIVISION; THENCE SOUTH 0° 34' WEST ON SAID WEST LINE OF LOT 11 AND ON THE WEST LINES AND WEST LINES, IF EXTENDED, OF LOTS 18 IN BLOCK 9 AND LOTS 11 AND 18 IN BLOCK 10 AND, LOTS 11 AND 18 IN BLOCK 11, IN SAID GLEN PARK SUBDIVISION AND THE WEST LINE OF LOT 5 IN BLOCK 11 IN SAID GLEN ACRES SUBDIVISION, 1341.91 FEET TO A POINT IN THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE SOUTH 89° 39' WEST ON SAID NORTH LINE OF THE SOUTHWEST QUARTER, 188.0 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 0° 24' EAST ON THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 1335.70 FEET, TO THE PLACE OF BEGINNING, IN THE VILLAGE OF GLEN ELLYN, IN DUPAGE COUNTY, ILLINOIS, EXCEPTING THEREFROM LOT 23 IN BLOCK 80 OF SAID WHEATON ESTATES, TOGETHER WITH THE VACATED PORTION OF PERSHING AVENUE SOUTH OF AND ADJOINING SAID LOT 23, ALSO EXCEPTING THEREFROM THAT PART LYING WITHIN "WINCHELL WAY" PER DEDICATION ORDINANCE NO. 1480 RECORDED AS DOCUMENT NO. R66-31654.

TOGETHER WITH

PARCEL 3
THAT PART OF THE EAST HALF OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHTHEAST QUARTER OF SAID SECTION 22 WITH THE EAST LINE, IF EXTENDED, OF LAMBERT ROAD AND RUNNING THENCE NORTHERLY ON THE EAST LINE OF SAID LAMBERT ROAD 3062.2 FEET TO THE NORTH LINE OF WILSON AVENUE; THENCE EASTERLY ON THE NORTH LINE OF SAID WILSON AVENUE 712.88 FEET TO THE EAST LINE OF HILLCREST AVENUE; THENCE SOUTHERLY ON SAID EAST LINE OF HILLCREST AVENUE 3024.63 FEET TO SAID SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22; THENCE WESTERLY ON SAID SOUTH LINE 982.0 FEET TO THE PLACE OF BEGINNING, IN THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS.

EXCEPTING THEREFROM ALL PARCELS ABOVE ANY PARTS TAKEN FOR ROADWAY.

P.I.N.s: 05-23-105-013, 05-23-300-002, 05-23-308-002, 05-23-400-001, 05-22-208-012, 05-22-406-003, 05-22-206-015, 05-23-114-019, 05-23-122-021, 05-23-103-026, 05-23-118-025, 05-22-208-012 and 05-23-126-014; and

Whereas, Condition F in Ordinance 6063 states that, "*All new parking lot landscape islands shall comply with the minimum size required by the Zoning Code.*"; and

Whereas, Condition F resulted from a request to allow two landscape islands in a newly configured portion of the parking lot to be smaller than required by the Zoning Code; and

Whereas, the two subject islands have since been increased in size; and

Whereas, the Recreation Department is now proposing to install additional new landscape islands in the existing eastern parking lot on the property that would be located on the south side of Winchell Way; and

Whereas, the newly proposed islands do not comply with the minimum size required by the Code as specified in Condition F of Ordinance 6063; and

Whereas, the new islands will be an improvements over the existing condition as they will provide protection around new light poles to be installed on the south side of Winchell Way, will

better direct motorists by providing a more defined street edge along the south side of Winchell Way, will improve the appearance of the parking lot with additional landscaping and will bring the existing grandfathered eastern parking lot closer into compliance with the Zoning Code and Appearance Review Guidelines which require or encourage landscape islands at the end of every row of parking; and

Whereas, the Recreation Department is therefore requesting that Condition F in Ordinance 6063 be removed to accommodate the new proposed islands on the south side of Winchell Way; and

Whereas, the President and Board of Trustees have determined that the requested amendment to the previously approved Special Use Permit, Zoning Variations and Exterior Appearance for the Village Links at 485 Winchell Way is consistent with the goals of the Glen Ellyn Zoning Code and Appearance Review Guidelines.

Now, Therefore, be it Ordained by the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, in the exercise of its home rule powers, as follows:

Section One: Section Three, Subsection F in Ordinance 6063 is hereby repealed in its entirety in order to accommodate the addition of new substandard landscape islands on the south side of Winchell Way as shown on the Site Plan dated November 1, 2012 and attached hereto as ***Exhibit "A"***. Where there may be discrepancies between the attached Site Plan and the plans referenced in Section Three, Subsection A of Ordinance 6063, the attached Site Plan shall prevail.

Section Five: This Ordinance shall be in full force and effect from and after the passage, approval, and publication in pamphlet form.

Section Six: The Village Clerk is authorized to record this Ordinance with the DuPage County Recorder of Deeds.

Section Seven: Failure of the owners or other party in interest or a subsequent owner or

other party in interest to comply with the terms of this Ordinance, after execution of such Ordinance, shall subject the owners or party in interest to the penalties set forth in Section 10-10-18(A) and (B) of the Village of Glen Ellyn Zoning Code.

Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois, this _____ day of _____, 20 _____.

Ayes:

Nays:

Absent:

Approved by the Village President of the Village of Glen Ellyn, Illinois, this _____ day of _____, 20____.

_____
Village President of the
Village of Glen Ellyn, Illinois

Attest:

_____
Village Clerk of the
Village of Glen Ellyn, Illinois

(Published in pamphlet form and posted on the ____ day of _____.)

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A-6H

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Staci Hulseberg, Planning and Development Director
Michele Stegall, Village Planner MJS
Matthew Simpson, Planning Intern

DATE: November 6, 2012

RE: Incorporating Zoning Code and Subdivision Regulations Code into Village Code

Background: Although the Zoning Code and Subdivision Regulations Code are part of the Village Code, the text of these codes are referenced rather than being directly incorporated into the Village Code and these codes are maintained as separate documents. Sterling Codifiers, Inc. maintains the Village Code. As new ordinances are passed or changes are made to the Village Code, these changes are forwarded to Sterling Codifiers who then updates the Village Code online and in hard copy. This ensures that the Code is kept up to date. Staff in the Planning and Development Department has traditionally maintained the Zoning Code and Subdivision Regulations Code separate from the Village Code.

Issues: While some Zoning and Subdivision Regulations Code amendments are relatively simple to make, others are more comprehensive and require considerable time and significant reformatting. Over the years, Planning and Development staff has struggled to keep the Zoning and Subdivision Regulations Codes up to date on top of other departmental responsibilities. This has resulted in outdated Codes being posted online, and has required staff to repeatedly look up recent amendments. There have also been occasions when approved amendments have been inadvertently skipped which required time consuming format changes to correct. More recently, the online version of the Zoning Code was found to be different from the hard copies of the Zoning Code used by staff, which required time consuming format changes to correct.

The department recently undertook considerable efforts to ensure that the Zoning Code was up to date and that the online version and hard copy used by staff were in agreement. Now that this project is complete, we are proposing that the Zoning and Subdivision Regulations Codes be formally incorporated into the Village Code document and maintained by Sterling Codifiers in the same manner that Sterling maintains the remainder of the Village Code. This will free up more staff time to work on other projects, ensure that these codes are kept current for the public, business owners, developers, and staff and allow a code maintenance expert to be responsible for this important role.

Recommendation: The Planning and Development Department recommends amending the Village Code to explicitly include the Zoning and Subdivision Regulations Codes instead of referencing these codes as separate documents. Sterling Codifiers, Inc. currently maintains the Village Code.

The total cost to make this change would be $3,450; including a one time $950 fee to format both codes to be hosted online, a one time $500 fee to program the codes to be hosted online, and a one time $2,000 fee to review the documents for concerns and inconsistencies. Planning and Administration can absorb this cost within our existing budgets.

Action Requested: The Village Board is requested to consider amending Chapter 10 Sections 10-1-1 and 10-2-1 of the Village Code to explicitly include the full text of the Zoning Code and Subdivision Regulations Code.

Attachments:

- Ordinance

Cc: Mark Franz, Village Manager
Joe Kvapil, Building and Zoning Official
Patti Underhill, Administrative Services Coordinator

X:\Plandev\PLANNING\CODES\VILLAGE CODE AMENDMENTS\zoning and subdivision in village code 102612.docx

Village Of Glen Ellyn

Ordinance No. _____ - VC

An Ordinance Amending the Glen Ellyn Village Code to Explicitly Include the Full Text of the Zoning Code and Subdivision Regulations Codes Instead of Referencing them as Separate Documents

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Adopted by the

President and the Board of Trustees
of the Village of Glen Ellyn

DuPage County, Illinois
This ____ Day of _____, 20_____.

Published in pamphlet form by the authority of the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, this _____ day of _____, 20_____.

Ordinance No. _____ VC

An Ordinance Amending the Glen Ellyn Village Code to Explicitly Include the Full Text of the Zoning Code and Subdivision Regulations Codes Instead of Referencing them as Separate Documents

Whereas, The Glen Ellyn Zoning and Subdivision Regulations Codes are currently adopted by reference in the Village Code and maintained as separate documents, with the Village Code being maintained by Sterling Codifiers, Inc. and staff in the Planning and Development Department maintaining and updating the Zoning and Subdivision Regulations Codes internally; and

Whereas, over the years, Planning and Development staff have had difficulty keeping the Zoning and Subdivision Regulations Codes current; and

Whereas, having Sterling Codifiers, Inc. maintain the Zoning Code and Subdivision Regulations Code along with the Village Code will ensure that all amendments are reflected in the Village Code in a timely manner, that accurate Code information is available to the general public, business owners, property owners, developers and staff at all times, and will allow this responsibility to be handled by a code maintenance expert.

Now, Therefore, be it Ordained by the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, in exercise of its home rule powers, as follows:

Section One: Title 10, Chapter 1 of the Village Code is hereby repealed in its entirety and amended to read as follows:

10-1-1: Short Title: This chapter shall be known and cited as the GLEN ELLYN ZONING CODE.

The full text of Glen Ellyn Zoning Code adopted on May 8, 1989 by Ordinance No. 3617 and last amended on June 25, 2012 by Ordinance No. 6043 which is attached hereto as Exhibit "A" shall follow thereafter in its entirety and any associated section references shall be updated accordingly.

Section Two: Title 10, Chapter 2, Section 1 of the Village Code is hereby repealed in its entirety and amended to read as follows:

> 10-2-1: Short Title: This chapter shall be knows and cited as the GLEN ELLYN SUBDIVISION REGULATIONS CODE.

The full text of Glen Ellyn Subdivision Regulations Code adopted February 28, 2005 by Ordinance No. 5334 and last amended on February 12, 2007 by Ordinance No. 5545 which is attached hereto as Exhibit "B" shall follow thereafter in its entirety and any associated section references shall be updated accordingly. The section references in the remainder of Title 10, Chapter 2 shall likewise be updated.

Section Three: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form.

Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois, this _____ day of _____, 20_____.

Ayes:

Nays:

Absent:

Approved by the Village President of the Village of Glen Ellyn, Illinois, this

_____ day of _____, 20_____.

_____
Village President of the
Village of Glen Ellyn, Illinois

Attest:

_____
Village Clerk of the
Village of Glen Ellyn, Illinois

(Published in pamphlet form and posted on the ___ day of _____.)

X:\Plandev\PLANNING\zoning\zoning and subdivision code in village code ordinance 102612.docx

A-6I

MEMORANDUM

TO: Julius Hansen, Public Works Director

FROM: Dave Buckley, Assistant Public Works Director

DATE: October 31, 2012

RE: Agenda Memo – Salt Purchase Recommendation

Background

Each year the Village of Glen Ellyn has the opportunity to participate in the joint purchase program offered by the State of Illinois for the purchase of bulk rock salt used for snow and ice control. Joint purchasing allows the Village to obtain competitive prices for commodities in common use by all local governments in the State of Illinois.

The State of Illinois Department of Central Management Services (CMS) continued the modified process for securing pricing and product for the 2012-13 bid. This modified process includes a renewal option that is available to communities that did not use this option in the previous year. This essentially creates an every other year bid scenario depending on salt price projections. Since Glen Ellyn used the renewal option last year, our only CMS option was to participate in the normal joint purchase program. CMS did not encounter the types of supply-related issues experienced in previous years and the price of salt continues to drop. Glen Ellyn was notified on October 26, 2012 that the contract price for rock salt for 2012-13 is $52.74. This price includes delivery to the Public Works Reno Center and is $23.74 cheaper than last years' price per ton.

Issues

We have requisitioned 1,250 tons of salt through the State of Illinois Joint Purchasing Program. This amount is less than normal as we reduced the requisition by the additional amount of salt currently in storage due to last season's mild winter. Per our contract, we are obligated to purchase 80% (1,000 tons) and have the option to procure up to 120% (1,500 tons) if winter weather dictates the need for more salt. Based on these quantities, we would expect our expenses through the state bid this year to be between $52,700 and $79,200. The budgeted amount in the Motor Fuel Tax Fund is $150,000, enough for the full allotment of salt from the state bid as well as the full amount of the backup salt (600 tons) previously approved by the Village Board. Public Works currently has 700 tons of salt in storage which provides a combined total of 2,800 tons of salt for snow and ice removal while still remaining within budget.

Recommendation

Approve the purchase of salt through the State of Illinois joint purchase program

Action Requested

The Village Board is requested to approve award of a contract through the State of Illinois Joint Purchase Program to Morton Salt Inc of Chicago, IL for the purchase of bulk rock salt at a unit

price of $52.74 per ton. The cost of the rock salt will be charged to the Motor Fuel Tax (MFT) Fund 21000-530215. Public Works will notify the Village Board if the total cost of salt starts to exceed the budgeted amount.

Attachments

I have attached a copy of the agreement letter from the State of Illinois, Department of Central Management Services that outlines the delivery guidelines we must follow for the delivery of the salt.

ILLINOIS

JOINT PURCHASING REQUISITION

PLEASE RETURN TO:

Illinois Department of Central Management Services
801 Wm. G. Stratton Building
401 S. Spring Street
Springfield, IL 62706
Fax: (217) 782-5187

Joint Purchasing #: L-2210-2210

Date: 3 / 12 / 2012

Government Unit: Village of Glen Ellyn

Mailing Address: 30 S Lambert

City / State / Zip: Glen Ellyn, IL 60137

County: DuPage

Contact Person: Dave Buckley

Telephone Number: 630.547.5513

Fax Number: 630.469.3128

Contact Email: dbuckley@glenellyn.org
please provide Email Address

Delivery Point

05140 ***NOTE: COMPLETE ONLY ONE TABLE – Either "Table A" or "Table B" below***

TABLE A - Morton 107 52.74

Complete this table to have the State SOLICIT BIDS for your governmental entity

ITEM DESCRIPTION AASHTO M143 Road Salt or Equivalent	QUANTITY (Total Tonnage)	UNIT OF MEASURE	AMOUNT BUDGETED (Local Governmental Use Only)
ROAD SALT, BULK *(22-25 Ton /Truckload)*	1,250	**TONS**	

Please note your Purchase Commitment Percentage for total tonnage quantity stated above (you must choose one):

OPTION 1 X **80% minimum purchase requirement/120% maximum purchase requirement**
OPTION 2 ____ **100% minimum purchase requirement/120% maximum purchase requirement**

TABLE B

Complete this table to have the State RENEW for your governmental entity (ONLY)

ITEM DESCRIPTION AASHTO M143 Road Salt or Equivalent	QUANTITY (Total Tonnage)	UNIT OF MEASURE	AMOUNT BUDGETED (Local Governmental Use Only)
ROAD SALT, BULK *(22-25 Ton /Truckload)*		**TONS**	

Note: **Renewal is available ONLY under contracts 4017034, 4017035, 4017036, 4017037, or 4017038 for the 2012-2013 season.** Your quantity may not exceed more than a 20% increase of last season's quantity, and price cannot increase more than 5% of last season's price. Other Terms & Conditions of Contract will remain the same as last year. Check renewing contract: Contract 4017034 (__) Contract 4017035 (__) Contract 4017036 (__) Contract 4017037 (__) Contract 4017038(__)

I certify that funds are available for the purchase of the items on this Requisition and that such items are for the sole use of this governmental unit, and not for personal use of any official or individual or re-sale.

In addition, I agree to abide by the Joint Purchasing Procedure established by the Department of Central Management Services.

Julius Hansen Director of P.W.
SIGNATURE OF AUTHORIZED OFFICIAL OR AGENT

TITLE

CMS
ILLINOIS Pat Quinn, Governor
DEPARTMENT OF CENTRAL MANAGEMENT SERVICES
Malcolm Weems, Director

October 15, 2012

Dear Joint Purchasing Participant:

Subject: 2012-2013 Rock Salt, Bulk Contract Information

In completing the 2012 – 2013 Rock Salt season contract re-procurement, the State of Illinois did not encounter the types of supply-related issues experienced in previous seasons. We made every effort to secure Road Salt at the best available price for participants in our contract re-procurement, and gladly report that all locations across the State were able to have their supply needs met through the State's procurement efforts.

We again recommend that participating agencies and governmental entities examine their application rates and roadway priorities in order to minimize next season's maintenance program cost while also ensuring the safety of the public.

Enclosed is a copy of the requisition you submitted to us for the purchase of rock salt. The information from the requisition, including purchase commitment, can be used to submit your requirements to this year's contract vendor:

Contract: PSD 4017275	**Term: October 2012 – October 2013**
Morton Salt Inc.	FEIN Number: 27-3146174
123 N. Wacker Drive	
Chicago, IL 60606	
Order Phone (888) 800-8905	Contact: Government Services

Your unit is **Contract Line No:** 107 / **Price per ton** F.O.B. destination, is **$.** 52.74
Emergency pickup of salt from vendor's warehouse is not made available in this contract.

The additional price per ton to have rock salt delivered in trucks equipped with coal/grain chute openings in the tailgate to permit controlled off-loading of rock salt onto conveyors is **$ 5.00** per ton. Contact vendor for availability in your area and scheduling deliveries.

You are responsible for issuing your own purchase order document to the vendor. Orders may be placed with the vendor via telephone, with a written or fax confirmation to follow immediately. ***You are strongly encouraged to order early and to store as much salt as possible in order to help prevent potential salt shortages this winter.*** Also, you need to make every effort to place orders in full truckload lots (22-25 tons).

801 Stratton Office Building, 401 South Spring Street, Springfield, IL 62706
Printed on Recycled Paper

Your governmental unit is responsible for ensuring that the 80 or 100 percent minimum guaranteed purchase commitment (as noted on your Requisition) is met before the end of the winter season, June 30, 2013. The vendor is required to furnish not less than 120 percent (if needed) of the contract quantity by March 1, 2013. Your governmental unit is responsible for processing vendor invoices in a timely manner.

Delivery shall be made as soon as possible after vendor receipt of order by phone or mail. The maximum time from receipt of order to the actual delivery for orders placed between December 1, 2012 through April 1, 2013 shall not exceed seven working days, unless as modified in the Order Guidelines herein..

For orders placed between December 1, 2012 and April 1, 2013, if a vendor is unable to make delivery within the order timeline, local governmental units shall have the right to retain $.20 per ton per working-day as liquidated damages on the undelivered portion of the order. For orders placed prior to 9:00 a.m. on a given day, that day to be considered as the first calendar day of the seven-day delivery period. For an order placed after 9:00 a.m. on a given day, the following day shall be considered as the first calendar day of the seven day delivery period.

CMS reserves the right to mitigate application of liquidated damages imposed against a vendor, in the event of orders exceeding the maximum percentages outlined below:

An agency may order up to 20.% of their awarded contract tonnage in any given week and vendor shall deliver within 7 working-days after receipt of order. Quantity ordered above the 20.% threshold shall have an extended deliver time of one-working-day for each one-percentage-point above the 20.% guideline. For example, if an agency orders 25.% of their awarded total 100 ton, delivery of the first 20 ton (20.%) shall be within 7 working-days after receipt of order, the remaining 5 ton should be delivered within 12 working-days after receipt of order.

If after seven working-days of liquidated damages assessment, the vendor has still failed to deliver, local governmental unit shall have the right to terminate an order and purchase road salt or abrasives from another source, or take action consistent with public safety as needed to continue daily business. Any and all additional costs incurred may be collected from the original vendor, in addition to liquidated damages, by participant's legal action.

All deliveries shall be covered with approved weatherproof materials. The vendor shall ensure that delivery person inspects the inside of the trailer and that all salt is removed from the trailer before leaving a delivery point. The vendor will ensure all weights and measures shown on delivery tickets are correct. Local governmental units reserve the right to require that delivery trucks occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads.

801 Stratton Office Building, 401 South Spring Street, Springfield, IL 62706
Printed on Recycled Paper

Deliveries of rock salt containing any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc., may be rejected at the delivery site. In the event that any foreign material is discovered in dumped deliveries, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the local governmental unit and returned for credit, or the vendor shall immediately ship a specification compliant load of replacement salt, or issue a refund to the governmental unit consistent with the contract price.

In December 2012, the contract vendor shall have in place stockpile(s) located in or near Illinois covering the tonnage awarded for the northern regions of the State, and in January of 2013 the contract vendor shall have in place stockpile(s) in or near to Illinois covering the total tonnage awarded for all regions of the State. At our discretion, we will inspect the stockpiles to ensure that these stockpiles are in sufficient quantities, and that vendor commitments to the stockpiles are with the users of this contract.

Enhanced Rock Salt 2012 - 2013 season availability:

The Department of Central Management Services surveyed vendors for availability of an enhanced rock salt option in the invitation for bid, and availability was not provided for by this vendor in this season's procurement process.

It is hoped that this information will be beneficial to you in the utilization of this contract. If you have any further questions concerning the rock salt contract, please feel free to contact me at (217) 782-8091.

Sincerely,

Wayne Ilsley, CPPB, Buyer
Bureau of Strategic Sourcing

GovSalt.doc

801 Stratton Office Building, 401 South Spring Street, Springfield, IL 62706
Printed on Recycled Paper

A-6J

MEMORANDUM

TO: Julius Hansen, Public Works Director

FROM: Dave Buckley, Assistant Public Works Director DB

DATE: November 2, 2012

RE: Agenda Memo - Holiday Decorations 2012/13 and 2013/14

Background

For over a decade, the Village has contra[illegible]strict (CBD) Seasonal Decorations. CBD decorations include th[illegible]proximately 85 trees and holiday decorations on over 225 street ligh[illegible]ded our decorations to include street light decorations on 37 pole[illegible]tion of our old CBD Christmas tree, redecorated in a traditional [illegible]m. Public Works also installs a 20 foot artificial tree at the interse[illegible]y year along with greens at the Civic Center, the Village Sign planter [illegible]planters and pots in the Village.

Issues

Last year, the Village Board approved a three year contract with TerraScape Design LLC to decorate the trees and streetlight poles in the CBD and the streetlight poles at Stacy's Corners. On October 10, 2011 funding for the FY11/12 decorations was approved, but no funding was approved for subsequent years of the contract. The Village reserves the right to cancel or extend the contract as stated in the specifications. Based on last year's contractor performance and the general acceptance of the aesthetics of the decorations by the public, Public Works wants to extend the funding of the contract for years two and three of the three year agreement.

Recommendation

Approve funding as budgeted for the second and third years of the Seasonal Decorations contract.

Action Requested

Motion to approve funding of the Seasonal Decoration contract with TerraScape Designs LLC of Glencoe, IL in the not to exceed amount of $59,400 (including a 10% contingency); $29,700 to be expensed to the FY12/13 Economic Development budget (126500-520310) for the second year of the contract.

Attachments

Economic Development Budget page.

Object Code	Account Description	FY08/09 Actual	FY09/10 Actual	FY10/11 Actual	FY11/12 Revised Budget	FY11/12 Prelim. Actual	FY12/13 Budget	
	Personnel Services							
510100	Salaries - FT	$ -	$ -	$ -	$ -	$ -	$ 48,000	
510400	FICA	-	-	-	-	-	3,700	
510500	IMRF	-	-	-	-	-	6,000	
	Subtotal	-	-	-	-	-	57,700	*1*
	Contractual Services							
520310	Holiday Decorations	-	-	-	30,000	31,980	30,000	
520405	Economic Development Corp	-	-	-	70,000	70,000	-	
520406	Economic Development Grants	-	-	-	125,341	85,297	100,000	*2*
520407	Alliance of Downtown GE	-	-	-	110,000	110,000	100,000	*3*
520600	Dues and Subscriptions	-	-	-	-	-	800	
520625	Travel	-	-	-	-	-	250	
520620	Employee Education	-	-	-	-	-	500	
521055	Professional Services / Other	-	-	-	92,500	53,812	40,000	*4*
520903	Marketing	-	-	-	-	-	10,000	
520905	Printing	-	-	-	-	-	2,000	
520206	Economic Development incentive	-	-	-	-	-	14,400	*5*
521195	Telecommunications	-	-	-	-	-	1,000	
590610	IFT / Insurance General	-	-	-	-	-	100	
590910	IFT / Corporate Reserve Fund	-	-	-	-	-	21,600	*5*
	Subtotal	-	-	-	427,841	351,089	320,650	
	Commodities							
530100	Office Supplies	-	-	-	-	-	500	
	Subtotal	-	-	-	-	-	500	
	TOTAL - Econ. Development	$ -	$ -	$ -	$ 427,841	$ 351,089	$ 378,850	
	Revenue							
	Hotel Motel Tax				$ 105,000	$ 124,446	$ 130,000	
	Economic Development SSA				$ 184,000	$ 166,867	$ 166,000	
	Sales tax and Home Rule Sales Tax (subject to incentives)						$ 36,000	
	Total Revenue				$ 289,000	$ 291,313	$ 332,000	
	Amount of HRST used for economic development				$ (138,841)	$ (59,776)	$ (46,850)	

14-6K

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Kevin Wachtel, Finance Director KW

DATE: October 29, 2012

RE: MUNIS Annual Support and Licensing

Background

We have utilized MUNIS software as the Village's enterprise financial software system since 2003. We require annual maintenance contracts for routine service, troubleshooting, and software upgrades.

Issues

Tyler Technologies is the sole source vendor for MUNIS support and licensing. Our MUNIS system requires an annual agreement with Tyler Technologies, which covers all the modules utilized by village departments including general ledger, utility billing, accounts payable, payroll, human resources management, general billing, permits, and business licenses. The $58,532.84 cost has been included in the FY13 Finance Department budget in the General Fund.

Recommendation

Approval and payment of the support and licensing agreement is recommended.

Action Requested

Village Board approval of an annual agreement with Tyler Technologies for MUNIS support and licensing in the amount of $58,532.84 at the November 13, 2012 board meeting to be expensed to the General Fund-Finance Department.

Attachments

- Invoices from Tyler Technologies
- Support and licensing agreement with Tyler Technologies

tyler technologies

Remittance:

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-74360	09/26/2012	1 of 2

Questions:

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Fax: 1-866-673-3274
Email: ar@tylertech.com

Bill To: VILLAGE OF GLEN ELLYN
ATTN: ~~SUE BARBEAU~~ KEVIN WACHTEL
535 DUANE STREET
GLEN ELLYN, IL 60137

Ship To: VILLAGE OF GLEN ELLYN
ATTN: ~~SUE BARBEAU~~ KEVIN WACHTER
535 DUANE STREET
GLEN ELLYN, IL 60137

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
4703	37738		USD	NET30	10/26/2012

Date	Description	Units	Rate	Extended Price
Contract No.: GLEN ELLYN, IL				
	SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING	1	2,366.54	2,366.54
	Maintenance: Start: 25/Oct/2012, End: 24/Oct/2013			
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT	1	1,821.47	1,821.47
	Maintenance: Start: 25/Oct/2012, End: 24/Oct/2013			
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE	1	2,602.74	2,602.74
	Maintenance: Start: 25/Oct/2012, End: 24/Oct/2013			
	SUPPORT & UPDATE LICENSING - PERMITS & CODE ENFORCEMENT	1	3,470.31	3,470.31
	Maintenance: Start: 25/Oct/2012, End: 24/Oct/2013			
	SUPPORT & UPDATE LICENSING - PAYROLL	1	2,744.69	2,744.69
	Maintenance: Start: 25/Oct/2012, End: 24/Oct/2013			
	SUPPORT & UPDATE LICENSING - UTILITY BILLING INTERFACE	1	1,041.33	1,041.33
	Maintenance: Start: 25/Oct/2012, End: 24/Oct/2013			
	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS	1	2,838.94	2,838.94
	Maintenance: Start: 25/Oct/2012, End: 24/Oct/2013			
	TYLER FORM PROCESSING SUPPORT	1	2,628.85	2,628.85
	Maintenance: Start: 25/Oct/2012, End: 24/Oct/2013			
	SUPPORT & UPDATE LICENSING - UTILITY BILLING	1	3,430.57	3,430.57
	Maintenance: Start: 25/Oct/2012, End: 24/Oct/2013			
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP	1	12,363.00	12,363.00
	Maintenance: Start: 25/Oct/2012, End: 24/Oct/2013			
	SUPPORT & UPDATE LICENSING - GENERAL BILLING	1	1,183.27	1,183.27
	Maintenance: Start: 25/Oct/2012, End: 24/Oct/2013			
	SUPPORT & UPDATE LICENSING - BUSINESS LICENSES	1	2,366.54	2,366.54
	Maintenance: Start: 25/Oct/2012, End: 24/Oct/2013			
	SUPPORT & UPDATE LICENSING - CRYSTAL REPORTS	1	3,074.00	3,074.00
	Maintenance: Start: 25/Oct/2012, End: 24/Oct/2013			
	SUPPORT & UPDATE LICENSING - MUNIS OFFICE	1	2,011.11	2,011.11
	Maintenance: Start: 25/Oct/2012, End: 24/Oct/2013			

$$INVOICE%74360%09/26/2012%4703%

tyler technologies

Remittance:

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-74360	09/26/2012	2 of 2

Questions:

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Fax: 1-866-673-3274
Email: ar@tylertech.com

Bill To: VILLAGE OF GLEN ELLYN
ATTN: SUE BARBEAU
535 DUANE STREET
GLEN ELLYN, IL 60137

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535 DUANE STREET
GLEN ELLYN, IL 60137

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
4703	37738		USD	NET30	10/26/2012

Date	Description	Units	Rate	Extended Price

******* ATTENTION *******
Please note new remittance address above and update your records accordingly

Subtotal	43,943.36
Sales Tax	0.00
Invoice Total	43,943.36

ANNUAL SUPPORT AGREEMENT AND LICENSE AGREEMENT FOR MUNIS® SOFTWARE

Invoice to:		Contact:
4703	Village of Glen Ellyn	~~Larry Noller~~ KEVIN WACHTEL
Address:	535 Duane Street Glen Ellyn, IL 60137	Telephone: ~~630.547.5213~~ 630-547-5210

This Support and License Agreement (herein "Agreement") is entered into between Village of Glen Ellyn (Licensee) with its principal place of business at 535 Duane Street, Glen Ellyn, IL and Tyler Technologies, Inc., MUNIS Division, (Licensor) with its principal place of business at 370 US Route One, Falmouth, Maine, 04105 on this 25th day of October 2012 .

The headings used in the Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

The Licensee agrees to purchase and MUNIS agrees to provide services for the products listed below in accordance with the following terms and conditions.

I. Term of Agreement

This Agreement is effective as of 10/25/12 and shall remain in force until 10/24/13 (one-year term). Upon termination of this Agreement the Licensee may renew the Agreement for subsequent one-year periods at the then current fee structure as established by the Licensor.

II. Scope of the Agreement

Both parties acknowledge that this Agreement covers both Support and Licensing for the products listed below, used by the Licensee for the operations of: [X] City/Town/Village [ ] School [ ] County [ ] Other
(This Agreement is limited to only those entities marked.)

III. Payment

1. Licensee agrees to pay MUNIS $ 43,943.36 , for licensing and support services, as described below. This payment is due and payable upon execution of the Agreement.
2. Additional charges. Any services performed by MUNIS for the Licensee, which are not covered by the Agreement, will be charged at the then applicable time rate*. All materials supplied in connection with such non-covered maintenance or support will be charged to the Licensee. Any additional charges will be added to the next invoice submitted to the Licensee and shall be due on the same date as the other charges included in that invoice.

IV. Covered Products

This Agreement is limited to the following listed products which are registered for Licensee's Windows 2008 system.

Application:		Application:	
Accounting/GL/BG/AP	D	Tyler Forms Processing	D
Accounts Receivable	D	UB Interface	C
Bus Licenses	D	Utility Billing	C
HR Management	B		
General Billing	D		
MUNIS Crystal Reports	D		
MUNIS Office	D		
Payroll	B		
Permits Code Enforcement	C		
Project & Grant Accounting	D		
Purchase Orders	D		

Licensee[1]

Date

Tyler Technologies, Inc., MUNIS Division

Richard E. Peterson, Jr., President

Date September 25, 2012

* Current Billable Service Rates are available on request.
Rates are subject to change and a contract for services or a Purchase Order is required to hold a quoted rate.

[1] Licensee's acceptance signature is optional. Payment of this contract by Licensee signifies acceptance of the terms and conditions outlined herein. MUNIS will not accept any changes to this contract.

V. Terms and Conditions for Licensing:

1. **Grant of License:** Upon execution of this Agreement, Licensee is hereby granted the non-exclusive and non-transferable license and right to use the current version of the MUNIS Licensed Programs listed in Section IV., and related materials. This License will also cover any additional revisions that Licensor may release during the term of this Agreement. The Licensor agrees to extend and the Licensee agrees to accept a license subject to the terms and conditions contained herein for the current version of the MUNIS software products identified in Section IV.
2. **Limited Use:** The software products listed are licensed for use only for the benefit of the Licensee listed in this Agreement. This license is registered for the Licensee's computer system identified in Section IV. As long as a current License and Support Agreement is in place, this License may be transferred to any other hardware system used for the benefit of Licensee. Licensee agrees to notify Licensor prior to transferring the licensed products to any other system. The right to transfer this license is included in the cost of this Agreement. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to the Licensee.
3. **Confidentiality:** The Licensee agrees that the Products are proprietary to the Licensor and have been developed as a trade secret at the Licensor's expense. The Licensee agrees to keep the software products confidential and use its best efforts to prevent any misuse, unauthorized use or unauthorized disclosures by any party of any or all of the Products or accompanying documentation.
4. **Modification:** The Products may be modified but such modification shall be only for the use on the Licensee's system for which the Products are licensed and shall not cause the Licensee or anyone performing such modification to gain any proprietary or other interest in the Products.
5. **Copies:** The Licensee may make copies of the licensed Products for archive purposes only. The Licensee will repeat any proprietary notice on the copy of the Product. The documentation accompanying the product may not be copied except for internal use.
6. **Warranty:** For as long as a current software support agreement is in place, the Licensor will warrant that all MUNIS® software programs will operate as described in the brochures and user manuals of MUNIS. If a program fails to operate in the manner described within these documents, the Licensor will correct the problem at no charge to the Licensee. If Licensee has made modifications to the software programs, Licensor will no longer warrant the performance of those programs, which contain modifications, unless specifically authorized in writing by the Licensor.

VI. Terms and Conditions for Support:

1. **Scope of Services:** MUNIS will provide the following services for the benefit of the Licensee.
   a.) MUNIS shall provide software-related telephone support to the Licensee. Support personnel will accept phone calls during MUNIS's normal working hours (8:00 A.M. to 6:00 P.M., Eastern Standard Time, Monday through Friday) for the term of this Agreement, limited to a reasonable number of calls of reasonable duration. Assistance and support requests, which require special assistance from MUNIS's development group, will be taken and directed by support personnel. In the event that support representatives are unavailable to receive calls, messages will be taken and calls will be returned within one working day.
   b.) MUNIS will continue to maintain a master set of the current computer programs on appropriate media, as well as hardcopy printout of source code programs and documentation.
   c.) MUNIS will maintain staff that is appropriately trained to be familiar with Licensee's software programs that are listed in Section IV in order to render assistance, should it be required.
   d.) MUNIS will provide Licensee with all program enhancements, modifications or updates that MUNIS may make to the then Current Release of the program applications covered in this Agreement.
   e.) In the case of system software new Release(s), the Licensee will also be required to pay whatever fees the manufacturer charges to MUNIS for the new Release. Licensee understands that and agrees that six (6) months after shipment by MUNIS of new Releases, MUNIS shall cease to support the earlier Release and for the balance of the term, MUNIS shall support the new Release.
   f.) MUNIS will make available appropriately trained personnel to provide Licensee additional training, program changes, analysis, consultation, recovery of data, conversion, non-coverage maintenance service, etc., billable at the current per diem rate. All expenses will be billed in accordance with the then current Tyler Travel Policy.
2. **Limitations and Exclusions:** The support and services of this Agreement do not include the following:
   a.) Installation of the Licensed Software, onsite support, application design, and other consulting services, or any support requested outside of normal business hours.
   b.) The Licensee shall be responsible for implementing at its expense, all changes to the Current Release. Licensee understands that changes furnished by MUNIS for the Current Software Release are for implementation in the Current Software Release, as it exists without customization or Licensee alteration.
3. **Licensee Responsibilities:**
   a.) The Licensee shall provide, at no charge to MUNIS, full and free access to the programs covered hereunder: working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide the specified support and maintenance service.
   b.) The Licensee shall install and maintain for the duration of this Agreement, a modem and associated dial-up telephone line or other connection method acceptable to MUNIS. The Licensee shall pay for installation, maintenance and use of such equipment and associated telephone line use charges. MUNIS at its option, shall use this modem and telephone line in connection with error correction. Such access by MUNIS shall be subject to prior approval by the Licensee in each instance.
4. **Non-Assignability:** The Licensee shall not have the right to assign or transfer its rights hereunder to any party.
5. **Excused Non-Performance:** MUNIS shall not be responsible for delays in servicing the products covered by this Agreement caused by strikes, lockouts, riots, epidemic, war, government regulations, fire, power failure, acts of God, or other causes beyond its control.
6. **Limitation of Liability:** The liability of MUNIS is hereby limited to a claim for a money judgement not exceeding the total amount paid by the Licensee for services under this Agreement. THE LICENSEE SHALL NOT IN ANY EVENT BE ENTITLED TO, AND MUNIS SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF MUNIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IRRESPECTIVE OF THE NATURE OF THE LICENSEE'S CLAIM.

VII. General

1. **Governing Law:** This agreement shall be governed by, and construed in accordance with the laws of Client's state of domicile. The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision.
2. **Modification of this Contract:** No modifications or amendment of this Agreement shall be effective unless set forth in writing and signed by both the Licensee and MUNIS.
3. **Suspension:** Support and services will be suspended whenever Licensee's account is thirty days overdue. Support and services will be reinstated when Licensee's account is made current.
4. **Entire Agreement:** THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE LICENSEE AND MUNIS WHICH SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN, AND OTHER COMMUNICATIONS BETWEEN THEM RELATING TO THE SOFTWARE SUPPORT AND MAINTENANCE SERVICE OF THE PRODUCTS COVERED BY THIS AGREEMENT.
5. **Trademarks:** MUNIS and the MUNIS Logo are registered trademarks of Tyler Technologies, Inc.

tyler technologies

Remittance:

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-74925	10/04/2012	1 of 1

Questions:

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Fax: 1-866-673-3274
Email: ar@tylertech.com

Bill To: VILLAGE OF GLEN ELLYN
ATTN: ~~SUE BARBEAU~~ Kevin Wachtel
535 DUANE STREET
GLEN ELLYN, IL 60137

Ship To: VILLAGE OF GLEN ELLYN
ATTN: SUE ~~BARBEAU~~ Kevin Wachtel
535 DUANE STREET
GLEN ELLYN, IL 60137

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
4703	37690		USD	NET30	11/03/2012

Date	Description	Units	Rate	Extended Price
Contract No.: GLEN ELLYN, IL				
	OPERATING SYSTEM DATABASE ADMINISTRATIVE SUPPORT	1	11,889.48	11,889.48
	Maintenance: Start: 25/Oct/2012, End: 24/Oct/2013			

******* ATTENTION *******
Please note new remittance address above and update your records accordingly

Subtotal	11,889.48
Sales Tax	0.00
Invoice Total	11,889.48

$$INVOICE%74925%10/04/2012%4703%

Annual Agreement For
Operating System & Database Administration Support

Invoice to: Village of Glen Ellyn Contact: Mark Binkerd

Address: 535 Duane Street Glen Ellyn,IL 60137 Telephone: (630) 547-5213 x

This Agreement (herein "Agreement") is entered into between Village of Glen Ellyn (CUSTOMER) with its principal place of business at 535 Duane Street Glen Ellyn, IL 60137 and Tyler Technologies, Inc., MUNIS Division (MUNIS) with its principal place of business at One Cole Haan Dr Yarmouth, Maine, 04096 on this 4 day of October, 2012.

The headings used in the Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

CUSTOMER agrees to purchase and MUNIS agrees to provide the services listed below in accordance with the following terms and conditions.

I. Term of Agreement:

This Agreement is effective as of 10/25/2012 and shall remain in force until 10/24/2013 (one year term). Upon termination of this Agreement CUSTOMER may renew the Agreement for subsequent one year periods at the then current fee structure as established by MUNIS.

II. Scope of the Agreement:

Both parties acknowledge that this Agreement covers the services described below, for the operations of:
X City/Town School County Other
(This Agreement is limited to only those entities marked.)

III. Payment:

1. CUSTOMER agrees to pay MUNIS $11,889.48, for the services as described below. This payment is due and payable upon execution of the Agreement.

2. Additional Charges. Any maintenance performed by MUNIS for CUSTOMER who is not covered by the Agreement will be charged at the then applicable time rate. All materials supplied in connection with such non-covered maintenance or support will be charged to CUSTOMER. Any additional charges will be added to the next invoice submitted to CUSTOMER and shall be due on the same date as the other charges included in that invoice.

IV. Covered System:

Specified Hardware System:
Super Micro 6022C
Windows 2008

Database Products:
SQL Server 2005 Std
1 Users

V. Terms and Conditions for Support:

1. Scope of Services: MUNIS will provide the following services for the benefit of CUSTOMER.

   a. OS/DBA Service is available during MUNIS's normal working hours (8:00 A.M. to 9:00 P.M., Eastern Standard Time, Monday through Friday) for the term of this Agreement.

   b. OS/DBA related trouble calls can be placed by dialing 1-800-772-2260 and choosing option 3, then choosing option 5. At particular times, your call may be forwarded to the OS/DBA mailbox at extension 1851. In either case, your call will be recorded and answered on a first in first out basis, except on reports that declare your system is down, which are moved to the head of the queue.

   c. System Administration services are restricted to the Production Server(s) that MUNIS is installed on. In cases where a stand by server is employed, the stand by server is included as long as the stand by server is only used in the event of the primary application server failing. Specifically, the standard OS/DBA contract for Windows System Administration support is intended to be for a single Production Server; the MUNIS Application Server.

   d. Database: The intended coverage for a standard OS/DBA contract is for a single MUNIS Application Server running any number of MUNIS Application modules utilizing one live, one train and one test database. Therefore, the Database Administration services are restricted to three MUNIS Databases, defined as one live database and one train and one test database.

      (1) In cases where additional databases exist, as is the case when more than one business entity shares the MUNIS Application Server, each additional database is required to contract for the Database Administration Services portion of the OS/DBA Services contract separately at a quoted by Tyler based on site category. In this event, one of the business entities sharing the MUNIS Application Server is required to purchase the OS/DBA contract at full price.

      (2) In cases where multiple databases exist, and all databases belong to a single business entity, only one live and one train and one test database will be covered. Each additional database must be contracted for separately at a rate quoted by Tyler base on site category.

   e. MUNIS Application Software: The standard OS/DBA service includes coverage two complete sets of MUNIS application programs and forms, defined as one live and train set and test set.

   f. MUNIS Required Foundation Software

      (1) The standard OS/DBA contract includes a single installation of all MUNIS required foundation software.

Engine software, 4GL Runtime software, and Tyler software.

(3) In no case does the OS/DBA contract supply support for any Microsoft Product including the PC operating system.

g. In cases where multiple installations of foundation software exist, only the installation required to run MUNIS is covered under the standard OS/DBA contract.

h. The scope of the service provided by a standard OS/DBA contract is restricted to the installation and configuration of MUNIS Application software and MUNIS required foundation software as originally installed on the MUNIS Application Server.

i. Further services in the category of System Administration are limited to administrative tasks on the installed Operating System.

j. Further services in the category of Data Base Administration are limited to administrative tasks on the installed Database Engine software.

2. **Limitations and Exclusions:**

a. This Agreement does include the remote installation and configuration of a new or upgraded server once every two years.

b. This Agreement does not include the installation and configuration of a new Informix Engine.

c. This Agreement does not provide support for software not required to run MUNIS.

e. This Agreement does not provide support for software required but not recommended (i.e. terminal emulation software that has not been recommended by MUNIS).

3. **CUSTOMER Responsibilities:**

a. CUSTOMER shall provide, at no charge to MUNIS, full and free access to the programs covered hereunder: working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide the specified support and maintenance service.

b. CUSTOMER shall install and maintain for the duration of this Agreement, a stable high speed network connection available for GoToAssist remote connections. CUSTOMER shall pay for installation, maintenance and use of such equipment and associated communication line use charges. MUNIS at its option, shall use this remote interface in connection with error correction. Such access by MUNIS shall be subject to prior approval by CUSTOMER in each instance.

4. **Non-Assignability:** CUSTOMER shall not have the right to assign or transfer its rights hereunder to any party.

5. **Excused Non-Performance:** MUNIS shall not be responsible for delays in servicing the products covered by this Agreement caused by strikes, lockouts, riots, epidemic, war, government regulations, fire, power failure, acts of God, or other causes beyond its control.

6. **Limitation of Liability:** The liability of MUNIS is hereby limited to a claim for a money judgement not exceeding the total amount paid by CUSTOMER for services under this Agreement. CUSTOMER SHALL NOT IN ANY EVENT BE ENTITLED TO, AND MUNIS SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE. EVEN IF MUNIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IRRESPECTIVE OF THE NATURE OF CUSTOMER'S CLAIM.

VI. General

1. **Governing Law:** This agreement shall be governed by, and construed in accordance with, the laws of the client's state of domicile. The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision.

2. **Modification of this Contract:** No modifications or amendment of this Agreement shall be effective unless set forth in writing and signed by both CUSTOMER and MUNIS.

3. **Suspension:** Support and services will be suspended whenever CUSTOMER's account is thirty days overdue. Support and services will be reinstated when CUSTOMER's account is made current

4. **Trademarks:** MUNIS and the MUNIS Logo are registered trademarks of MUNIS, Inc.

5. **Renewal:** OS/DBA Contract Services will renew automatically for additional one (1) year terms at Tyler's then-current OS/DBA fee unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term.

CUSTOMER[11]

_____

_____
Date

Tyler Technologies, Inc., MUNIS Division

Richard E. Peterson, Jr., President
October 4, 2012
Date

[11]CUSTOMER's acceptance signature is optional. Payment of this contract by CUSTOMER signifies acceptance of the terms and conditions outlined herein. MUNIS will not accept any changes to this contract.

tyler technologies

Remittance:

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-74359	09/26/2012	1 of 1

Questions:

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Fax: 1-866-673-3274
Email: ar@tylertech.com

Bill To: VILLAGE OF GLEN ELLYN
ATTN: ~~SUE BARBEAU~~ KEVIN WACHTEL
535 DUANE STREET
GLEN ELLYN, IL 60137

Ship To: VILLAGE OF GLEN ELLYN
ATTN: ~~SUE BARBEAU~~ KEVIN WACHTEL
535 DUANE STREET
GLEN ELLYN, IL 60137

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
4703	37665		USD	NET30	10/26/2012

Date	Description	Units	Rate	Extended Price
Contract No.: GLEN ELLYN, IL				
	MUNIS GUI SITE LICENSE SUPPORT	1	2,700.00	2,700.00
	Maintenance: Start: 25/Oct/2012, End: 24/Oct/2013			

******* ATTENTION *******
Please note new remittance address above and update your records accordingly

Subtotal	2,700.00
Sales Tax	0.00
Invoice Total	2,700.00

$$INVOICE%74359%09/26/2012%4703%

H-1

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Kevin Wachtel, Finance Director KW

DATE: November 7, 2012

RE: 2012 Property Tax Ordinance

Background

The Village Board will continue their consideration of the 2012 property tax levy at their November 13, 2012 meeting. This meeting will include a public hearing and a first reading of the levy ordinance with a non-binding "straw vote" immediately following.

Provided Village Board consensus, the ordinance will be placed on an agenda in December for final adoption.

Action Requested

First reading of the attached ordinance by the Village Board at the November 13, 2012 special meeting.

Attachments

- Proposed 2012 Property Tax Ordinance.
- 2012 Property Tax Levy Summary

Ordinance No. _____

An Ordinance for the Levy and Assessment of Taxes in the Amount of $11,177,912 for the Fiscal Year Beginning May 1, 2012 and Ending, April 30, 2013, of the Village of Glen Ellyn, DuPage County, Illinois

Whereas, the Board of Trustees of the Village of Glen Ellyn, County of DuPage and the State of Illinois did on the 23rd day of April, 2012, pass the Annual Budget for the Village of Glen Ellyn, the amount of which is ascertained to be the aggregate of $30,236,200 for operational purposes of the Village and $13,257,950 for capital and debt expenditures, which said Budget was duly considered and heard by public hearing on the 9th day of April, 2012, in accordance with the provisions of Chapter 65, 5/8-2-9, Illinois Compiled Statutes; and

Whereas, the Board of Directors of the Glen Ellyn Public Library determined on September 17, 2012, the financial requirements of the Library for the fiscal year beginning May 1, 2012, and ending April 30, 2013, the amount of which, in the judgement of the Board of Library Directors, would be necessary to levy for Library purposes in this annual Tax Levy Ordinance, in the amount of $3,559,628 for general operational purposes; and

Whereas, the Board of Trustees of the Village of Glen Ellyn at an open meeting held on October 22, 2012, considered the Annual Budget heretofore adopted, the request of the Board of Directors of the Glen Ellyn Public Library, and all sources of revenue available to the Village of Glen Ellyn and determined the amounts of money, exclusive of any cost of conducting an election required by the general election law and any debt service levies, estimated to be necessary to be raised by taxation for operating expenses for the fiscal year ending April 30, 2013, upon the taxable property in the Village of Glen Ellyn to be $9,428,814 ($5,869,186 Village, $3,559,628 Library), which is increased from the amount of property taxes extended

upon the levy of the preceding year, exclusive of debt service levies and levies for required election costs, by $1,385,592 or 17.2%; and

Whereas, the Village of Glen Ellyn and the Glen Ellyn Public Library have financed the construction of significant capital projects through the issuance of General Obligation Bonds, debt service payments for which have been determined to be $1,749,098 ($1,237,621 Village, and $511,477 Library) for the fiscal year 2012/13, which includes possible abatements totaling $665,641 which will be considered by the Village Board prior to the extension of 2012 property taxes by DuPage County next spring; and

Whereas, a public hearing on the proposed tax levy was held on November 13, 2012 as required by the Truth in Taxation Law (35 ILCS 200/18-55);

Now, therefore be it ordained by the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, in the exercise of its home rule powers, as follows:

Section One: That the amount of appropriations for all corporate purposes legally made, except debt service expenditures, to be collected from the tax levy of the current fiscal year is hereby ascertained to be $9,428,814 and the total amount of debt service expenditures to be collected from the tax levy of the current fiscal year is hereby ascertained to be $1,749,098 thereby resulting in the total amount of all appropriations, including debt service expenditures, to be collected from the tax levy of the current fiscal year to be $11,177,912.

Section Two: That the sum of $11,177,912, being the total amounts budgeted heretofore in accordance with law and which are to be collected from the tax levy of the current fiscal year of the Village of Glen Ellyn for all corporate purposes of said Village of Glen Ellyn and for purposes of funding the General Corporate Fund, Capital Projects Fund, Bond and Interest Funds, and Public Library Fund, as heretofore legally budgeted for the current fiscal year by an

Annual Budget Ordinance of the Village of Glen Ellyn for the 2013 fiscal year, passed and approved by the President and Board of Trustees of said Village at a legally convened meeting of April 23, 2012, and the same is hereby levied upon all the taxable real property in the Village of Glen Ellyn subject to taxation for the current year; the specific amounts as levied for the various funds heretofore named being included herein by being placed in separate columns under the heading "To Be Raised By Tax Levy" which appears over the same, the tax so levied being for the current fiscal year of said Village, and for said amounts budgeted to be collected from said tax levy, the total of which has been ascertained as aforesaid and being as follows:

SPECIAL PURPOSES TAX FUNDS

LEVY	AMOUNT BUDGETED	TO BE RAISED BY TAX LEVY
GENERAL PURPOSE: (Police)	$7,174,848	$3,113,249
GENERAL PURPOSE: (Capital Projects)	6,702,000	2,755,937
G.O. BONDS, 2012: General Obligation Bonds, 2012 Principal of $185,000 and Interest of $125,652 (Per Ordinance No. 6079, passed 09/25/12). (Village Links Clubhouse Renovation - $5.0 million, to be abated from golf course revenues by separate Ordinance)	310,652	310,652
G.O. REFUNDING BONDS, SERIES 2010: General Obligation Refunding Bonds, 2010 Principal of $250,000 and Interest of $82,418 (Per Ordinance No. 5889, passed 10/11/10). . (Village Links Renovation - $4.58 million, to be abated from golf course revenues by separate Ordinance)	332,418	332,418
G.O. BONDS, SERIES 2003A:		

General Obligation Corporate Purpose Bonds, 2003A Principal of $575,000 and Interest of $19,550 (Per Ordinance No. 5166, passed 4/28/03). (Street / Storm Sewer - $5 million)	594,550	594,550
TOTAL VILLAGE, ALL LEVIES	$15,114,468	$7,106,806
ESTABLISHMENT AND MAINTENANCE OF FREE PUBLIC LIBRARY		
Library General Purpose Levy	$3,551,450	$3,265,628
Library Social Security Contribution	135,000	100,000
Library IMRF Contribution	188,500	184,500
Library Audit Fund	7,000	4,500
Library Tort Liability and Insurance Premiums	15,000	5,000
G.O. REFUNDING BONDS, SERIES 2010:		
General Obligation Refunding Bonds, 2010 Principal of $375,000 and Interest of $7,500 (Per Ordinance No. 5889, passed 10/11/10). . (Library Construction)	382,500	382,500
G.O. BONDS, TAXABLE SERIES 2010:		
General Obligation Corporate Purpose Bonds, Taxable 2010 Principal of $0 and Interest of $128,978 (Per Ordinance No. 5821, passed 11/23/09). (Library Building Repairs)	128,978	128,978
TOTAL LIBRARY, ALL LEVIES	$4,408,428	$4,071,106

SUMMARY OF TAX FUND LEVIES

General Purpose Levy (Police)	$7,174,848	$3,113,249
General Purpose Levy (Capital Projects)	6,702,000	2,755,937
2012 G.O. Bonds (Village Links Clubhouse Renovation)	310,652	310,652
2010 G.O. Refunding Bonds (Village Links Renovation)	332,418	332,418
2003A G.O. Bonds (2000 Storm Sewer)	594,550	594,550
Library General Purpose Levy	3,551,450	3,265,628
Library Social Security Contribution	135,000	100,000
Library IMRF Contribution	188,500	184,500
Library Audit Fund	7,000	4,500
Library Tort Liability and Insurance Premiums	15,000	5,000
2010 G.O. Refunding Bonds, (1994 Library Construction)	382,500	382,500
2010 Taxable G.O. Bonds (Library Repairs)	128,978	128,978
TOTAL	$19,522,896	$11,177,912

RECAP OF TAX LEVIES

Village of Glen Ellyn General Levy	$5,869,186
Village of Glen Ellyn Debt Service Levy	594,550
Glen Ellyn Public Library General Levy	3,265,628
Glen Ellyn Public Library Special Funds and Levies	294,000
Glen Ellyn Public Library Debt Service Levy	511,477
TOTAL	$11,177,912

Section Three: That the amounts budgeted and not expressly itemized and carried forward in this Tax Levy Ordinance will be paid out of monies from sources other than the tax levy.

Section Four: That the total amount of $11,177,912 ascertained as aforesaid, be hereby levied and assessed on all property subject to taxation within the Village of Glen Ellyn according to the value of said property as the same is assessed and equalized for state and county purposes for the current year.

Section Five: That it is hereby certified to the County Clerk of DuPage County, Illinois, the total amount of $11,177,912 which the Village of Glen Ellyn requires to be raised by taxation for the current fiscal year of the Village, and the Village Clerk of the Village is hereby ordered and directed to file with the County Clerk of said county on or before the time required by law a certified copy of this ordinance.

Section Six: That it is hereby certified to the County Clerk of DuPage County, Illinois, that the President and Board of Trustees, acting as the corporate authorities of the Village of Glen Ellyn, DuPage County, Illinois, have complied and conformed with all the requirements of the Truth in Taxation Act, (Illinois Compiled Statues, Chapter 35, Sections 200/18-55 et seq.), where required, and the President of said Village is hereby ordered and directed to file with the County Clerk of said county, together with the certified copy of this ordinance as provided hereinabove, a certification that said Village complied with all requirements of the Truth in Taxation Act, if required by law or by the said County Clerk.

Section Seven: This ordinance shall take effect and be in full force and effect from and after its passage and approval, as provided by law.

Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois, this _____ day of _____, 2012, on second reading, with first reading having occurred on November 13, 2012.

Ayes:

Nays:

Absent:

Approved by the President of the Village of Glen Ellyn, Illinois, this day of _____, 2012.

_____
Village President of the
Village of Glen Ellyn, Illinois

Attest:

_____
Village Clerk of the
Village of Glen Ellyn, Illinois
(Published in pamphlet form and posted on the _____ day of _____, 2012.)

STATE OF ILLINOIS)

COUNTY OF DU PAGE)

I, Mark Pfefferman, do hereby certify that I am the duly qualified and acting Village President of the Village of Glen Ellyn, DuPage County, Illinois.

I do further certify that the Village of Glen Ellyn, DuPage County, Illinois, has complied and conformed with all the requirements of the Truth in Taxation Act, (Illinois Compiled Statues, Chapter 35, Sections 200/18-55 et seq.), in connection with its 2012 Tax Levy Ordinance (Ordinance No._____).

IN WITNESS WHEREOF, I hereunto affix my official signature at Glen Ellyn, Illinois, this _____ day of _____, 2012.

_____
Village President

(SEAL)

CERTIFICATION

I, Patti Underhill, duly appointed Acting Village Clerk of the Village of Glen Ellyn, Illinois, do hereby certify that the attached is the true original copy of Ordinance No. _____, passed by the Board of Trustees of the Village of Glen Ellyn, Illinois, at the _____ Meeting of said Board held on the _____ day of _____, and that the same was signed and approved by the President of said Village on the _____ day of _____.

I do further certify that the original is entrusted to me as Acting Village Clerk of said Village for safekeeping and that I am the lawful custodian and keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Glen Ellyn, Illinois, this _____ day of _____ .

_____
Acting Village Clerk

CORPORATE SEAL

VILLAGE OF GLEN ELLYN

ESTIMATED 2012 PROPERTY TAX LEVY

(Collected in 2013)

	2011 Taxes Extended	2012 Proposed Levy	$ Inc/(Dec)	% Inc/(Dec)
VILLAGE LEVY:				
Operating - General Fund	$ 2,993,509	$ 3,113,249	$ 119,740	4.0%
Operating - Capital Fund	1,590,889	2,755,937	1,165,048	73.2%
Total Operating	4,584,398	5,869,186	1,284,788	28.0%
Bond Payments	1,671,137	594,551	(1,076,586)	-64.4%
Total	6,255,535	6,463,737	208,202	3.3%
LIBRARY LEVY:				
Operating	$ 3,458,824	$ 3,559,628	$ 100,804	2.9%
Bond Payments	463,472	488,906	25,434	5.5%
Total	3,922,296	4,048,534	126,238	3.2%
TOTAL, VILLAGE AND LIBRARY				
Operating	$ 6,452,333	$ 6,672,877	$ 220,544	3.4%
Operating - Capital	1,590,889	2,755,937	1,165,048	73.2%
Total Operating[1]	8,043,222	9,428,814	1,385,592	17.2%
Bond Payments	2,134,609	1,083,457	(1,051,152)	-49.2%
Total	$ 10,177,831	$ 10,512,271	$ 334,440	3.3%

Abatements

2010 Refunding Bonds	332,418	(Village Links)
2012 Clubhouse Renovation Bonds	310,652	(Village Links)
2010 Build America Bonds	22,571	(Library)

Total Tax Levy Ordinance Amount $ 11,177,912

[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 prior year.