

Village of Carol Stream

BOARD MEETING

AGENDA

APRIL 21, 2014

7:30 P.M.

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

B. MINUTES:

1. Approval of the Minutes of the April 7, 2014 Village Board Meeting.

C. LISTENING POST:

1. Resolution No. 2716 Honoring Glen Gray Upon His Retirement from the Village of Carol Stream Police Department.
2. Proclamation - Designating April 28th – May 2nd Tornado Preparedness Week.
3. Proclamation - Designating April Autism Month.
4. Addresses from Audience (3 Minutes).

D. PUBLIC HEARINGS:

E. SELECTION OF CONSENT AGENDA:

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

F. BOARD AND COMMISSION REPORTS:

1. #13196 – Wheaton Christian Center Church – 610 E. North Avenue
Zoning Code Text Amendment
Special Use – Planned Unit Development
Preliminary/Final Planned Unit Development Plan
RECOMMENDED APPROVAL SUBJECT TO CONDITIONS 7-0
North Avenue Corridor Review
Sign Code Variation
APPROVED SUBJECT TO CONDITIONS 7-0
Zoning approvals for Grace Plaza, a redevelopment of the Wheaton Christian Center property.
2. #14065 – Outreach Community Ministries – 730 E. North Avenue
North Avenue Corridor Review
APPROVED SUBJECT TO CONDITIONS 7-0

Village of Carol Stream

BOARD MEETING

AGENDA

APRIL 21, 2014

7:30 P.M.

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

*Approval of architectural renovations to the former Frank's Nursery building for Jubilee Furniture. **No Village Board Action Necessary***

G. OLD BUSINESS:

H. STAFF REPORTS AND RECOMMENDATIONS:

I. ORDINANCES:

1. Ordinance No. _____, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class P Liquor Licenses from 4 to 5 (MHA Enterprises, Inc. d/b/a 7 Eleven, 550 Army Trail Road).
Ordinance authorizing the issuance of a Class P Liquor License for the sale of beer and wine at 7 Eleven, effective May 1, 2014.
2. Ordinance No. _____, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances to Establish a New Class R Liquor License Classification, the Number Issued and the License Fees. (Carol Stream Park District Recreation Center Caterer's License).
Ordinance creating a Class R Liquor License Classification for the sale or service of alcoholic liquor within the Fountain View Recreation Center by a caterer licensed by the Carol Stream Park District, effective May 1, 2014.
3. Ordinance No. _____, Authorizing the Execution of an Amendment to a Loan Agreement, a Mortgage and Security Agreement and an Assignment of Rents and Leases (Metals Technology Corp.-120 N. Schmale Rd.).
Ordinance Amends an Original Industrial Revenue Development Bond Loan Agreement changing the legal status of the Borrower from a Partnership to a Limited Liability Corporation.
4. Ordinance No. _____, Approving a Special Use Permit for a Planned Unit Development and a Preliminary/Final Planned Unit Development Plan in the B-4 office, research and institutional building district (Wheaton Christian Center/Grace Plaza - 610 E. North Ave.) *See Item F1.(a)*
5. Ordinance No. _____, Amending Chapter 16, Article 16 of the

Village of Carol Stream

BOARD MEETING

AGENDA

APRIL 21, 2014

7:30 P.M.

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

Municipal Code of the Village of Carol Stream (Zoning Code-Business Planned Unit Developments). *See Item F1. (a)*

J. RESOLUTIONS:

1. Resolution No. _____, Declaring Surplus Property Owned by the Village of Carol Stream.
Request to declare five seized vehicles awarded to the Village as surplus property for sale via the America's Auto Auction, Inc.

K. NEW BUSINESS:

1. Proposal to enter into a Consulting Contract for DUI Prosecution Services.
2. Facility Use Request from Village Bible Church (600 N. Kuhn Rd.) to Utilize the Birchbark Trl./Kuhn Rd. Stormwater Detention Pond for Recreation.
Village Bible Church has a request on file to use the storm water detention pond at Kuhn & Birchbark Trl. for a 4-day kid's soccer camp.
3. Request by the Carol Stream Park District for a Waiver of the Carnival Fees for the 2014 Just Play! Recreation Festival.
The Park District has a January 27th letter on file requesting a waiver of the carnival fee for its 2014 Just Play Recreation Festival Amusement Contractor - The Fun Ones of Carol Stream.

L. PAYMENT OF BILLS:

1. Regular Bills: April 8, 2014 through April 21, 2014.
2. Addendum Warrants: April 8, 2014 through April 21, 2014.

M. REPORT OF OFFICERS:

1. Mayor:
2. Trustees:

Village of Carol Stream

BOARD MEETING

AGENDA

APRIL 21, 2014

7:30 P.M.

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

3. Clerk:

4. Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month End March 31, 2014.

N. EXECUTIVE SESSION:

1. Collective Negotiating Matters

2. Pending Litigation

O. ADJOURNMENT:

LAST ORDINANCE 2014-04-15 LAST RESOLUTION 2715

NEXT ORDINANCE 2014-04-16 NEXT RESOLUTION 2716

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

April 7, 2014

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

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

Absent: Trustee Don Weiss

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

* All persons physically present at meeting unless noted otherwise

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

MINUTES:

Trustee McCarthy moved and Trustee LaRocca made the second to approve the Minutes to the March 17, 2014 Village Board Meeting. The results of the roll call vote were as follows:

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

Nays: 0

Absent: 1 Trustee Weiss

The motion passed.

Trustee Gieser moved and Trustee Frusolone made the second to approve but not release the Minutes of the March 17, 2014 Village Board Meeting. The results of the roll call vote were as follows:

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

Nays: 0

Absent: 1 Trustee Weiss

The motion passed.

LISTENING POST:**1. Resolution No. 2708, Honoring Terry Davis Upon Her Retirement from the Village of Carol Stream:**

Mayor Saverino read Resolution No. 2708, honoring Terry Davis upon her retirement from the Village of Carol Stream. The Village Board, audience and staff gave Terry a standing ovation and applauded her on her retirement.

Trustee McCarthy moved and Trustee Schwarze made the second to approve Resolution No. 2708, Honoring Terry Davis upon Her Retirement from the Village of Carol Stream. The results of the roll call vote were as follows:

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

Nays: 0

Absent: 1 Trustee Weiss

The motion passed.

2. Resolution No. 2709, Recognizing the Carol Stream Park District on its 50th Anniversary:

Trustee Frusolone read Resolution No. 2709, recognizing the Carol Stream Park District on its 50th Anniversary.

Trustee Frusolone moved and Trustee Gieser made the second to approve Resolution No. 2709, Recognizing the Carol Stream Park District on its 50th Anniversary. The results of the roll call vote were as follows:

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

Nays: 0

Absent: 1 Trustee Weiss

The motion passed.

3. Addresses from Audience:

- a. **Eric Beck – Extreme Trampoline – Licensing of Video Games:**
Petitioner did not attend meeting and this item was not discussed.*

PUBLIC HEARINGS:**1. Public Hearing: Annual Budget for the 2014-2015 Fiscal Year beginning May 1, 2014:**

Trustee McCarthy moved and Trustee Frusolone made the second to open the public hearing on the Annual Budget for the 2014-2015 Fiscal Year beginning May 1, 2014. The results of the roll call vote were as follows:

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

Nays: 0

Absent: 1 Trustee Weiss

The motion passed.

Manager Breinig stated the public notice for this hearing was published in the Carol Stream Examiner on March 26, 2014 as required by law. There was no other public comment regarding the public hearing on the annual budget.

Trustee Schwarze moved and Trustee McCarthy made the second to close the public hearing on the Annual Budget for the 2014-2015 Fiscal Year beginning May 1, 2014. The results of the roll call vote were as follows:

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

Nays: 0

Absent: 1 Trustee Weiss

The motion passed.

CONSENT AGENDA

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

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

Nays: 0

Absent: 1 Trustee Weiss

The motion passed.

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

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

Nays: 0

Absent: 1 Trustee Weiss

The motion passed.

- 1.** Caputo's - 520 E. North Avenue)
- 2.** Dugan Realty, LLC - 370 Kimberly Drive)
- 3.** Village of Carol Stream - 500 N. Gary Avenue
- 4.** Award of Contract – GovTempsUSA
- 5.** Award of Contract – B&F Technical Code Services
- 6.** Performance Compensation
- 7.** Award of Contract – Janitorial Services
- 8.** Approval of GIS Agreement – NIU
- 9.** Approval of Purchase of Trees Under Existing Agreement with St. Aubin Nursery
- 10.** Approval of Amendment No. 3 to the Agreement for Operations, Maintenance and Management Services of the Water Reclamation Center
- 11.** Ordinance No. 2014-04-12, Authorizing the Amendment of the Annual Budget of the Village of Carol Stream for the Fiscal Year Ending April 30, 2014
- 12.** Ordinance No. 2014-04-13, Adopting the Annual Budget of the Village of Carol Stream in the Amount of \$49,395,079 for the FY14/15 Fiscal Year Beginning May 1, 2014, and Ending April 30, 2015
- 13.** Ordinance No. 2014-04-14, Approving a Special Use Permit for Restaurant, Including the Sale of Liquor in Conjunction Therewith in the I Industrial District (Angelo Caputo's Fresh Market, 520 E. North Avenue)
- 14.** Ordinance No. 2014-04-15, Amending Chapter 6, Article 11 of the Municipal Code of the Village of Carol Stream (Sign Code)
- 15.** Resolution No. 2710, Amending Resolution No. 2696 Adopting the 2014-15 Employee Compensation Plan for the Village of Carol Stream
- 16.** Resolution No. 2711, Approving the Release of Certain Executive Session Minutes of the Mayor and Board of Trustees of the Village of Carol Stream
- 17.** Resolution No.2712, Adopting Statements of Goals, Direction and Guidance for Village Government Decisions
- 18.** Resolution No. 2713, Approving and Authorizing the Execution of an Intergovernmental Agreement between DuPage County and the Village of Carol Stream for the Gary Avenue Improvement Project
- 19.** Resolution No. 2714, Declaring Surplus Property Owned by the Village of Carol Stream
- 20.** Resolution No. 2715, Authorizing a Final Plat of Re-subdivision (Duke Realty Corporation Number 5 - 370-430 Kimberly Drive)
- 21.** Sound Amplification Permit Application – Request for Fee Waiver

22. Request for Fee Waiver – American Legion Post 76
 23. Payment of Regular & Addendum Warrant of Bills

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

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

Nays: 0

Absent: 1 Trustee Weiss

The motion passed.

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

Caputo's - 520 E. North Avenue):

The Village Board concurred with the Plan Commission recommendation to approve a Special Use Permit and Zoning for a restaurant with a bar area to be included within the new Caputo's Fresh Market for Caputo's located at 520 E. North Avenue subject to certain conditions.

Dugan Realty, LLC - 370 Kimberly Drive):

The Village Board concurred with the Plan Commission recommendation to approve a Final Plat of Subdivision for acquisition of a small parcel of property to allow a parking lot expansion subject to certain conditions.

Village of Carol Stream - 500 N. Gary Avenue:

The Village Board approved a Sign Code Text Amendment for temporary event signs, which will allow staff to administratively approve temporary event signage for other governmental bodies.

Award of Contract – GovTempsUSA:

The Village Board approved a contract with GovTempsUSA for temporary staffing of a Property Maintenance Inspector at \$28/hour and 20 hours/week during Fiscal Year 2014/15.

Award of Contract – B&F Technical Code Services:

The Village Board approved a contract with B&F Technical Code Services for building code consultant services during Fiscal Year 2014/15 per terms of the Code Consulting Services agreement dated March 13, 2014 at a cost not to exceed \$115,000.

Performance Compensation:

The Village Board approved a staff recommendation to fund the Village's Fiscal Year 2015 Performance Management System at 2% for all non-union and Public Works union employees who receive a "meets expectations" or above performance evaluation on the

employee's evaluation date beginning May 1, 2014. The projected fiscal impact is \$109,900.

Award of Contract – Janitorial Services:

The Village Board approved a staff recommendation to award the contract for janitorial services cleaning to Crystal Maintenance Service Corp. in the amount of \$30,220 for contract year May 1, 2014 – April 30, 2015 with the option to renew the contract for a second year subject to satisfactory performance during the initial term of the contract.

Approval of GIS Agreement – NIU:

The Village Board approved an agreement with Northern Illinois University to provide a full time Geographic Information System Intern at the rate of \$42,442/year.

Approval of Purchase of Trees under Existing Agreement with St. Aubin Nursery:

The Village Board approved the purchase of 600 trees from St. Aubin Nursery in the amount of \$67,975.00 to replace trees which were killed and removed due to Emerald Ash Borer.

Approval of Amendment No. 3 to the Agreement for Operations, Maintenance and Management Services of the Water Reclamation Center:

The Village Board approved Amendment No. 3 to the Agreement for operations, maintenance and management services of the Water Reclamation Center in the amount of \$1,717,646 for the period of May 1, 2014 – April 30, 2015.

Ordinance No. 2014-04-12, Authorizing the Amendment of the Annual Budget of the Village of Carol Stream for the Fiscal Year Ending April 30, 2014:

The Village Board approved Ordinance No. 2014-04-12, authorizing the amendment of the annual budget of the Village of Carol Stream for the Fiscal Year Ending April 30, 2014. This item amends the Fiscal Year 2013/14 budget to account for certain expenses incurred during the year which were unplanned but necessary or have exceeded the original budget (e.g. snow plowing costs and road salt).

Ordinance No. 2014-04-13, Adopting the Annual Budget of the Village of Carol Stream in the Amount of \$49,395,079 for the FY14/15 Fiscal Year Beginning May 1, 2014, and Ending April 30, 2015:

The Village Board approved Ordinance No. 2014-04-13, adopting the annual budget of the Village of Carol Stream in the amount of \$49,395,079 for the Fiscal Year 2014/15 Fiscal Year Beginning May 1, 2014, and Ending April 30, 2015. This ordinance adopts the annual budget for the Village for the new fiscal year which begins on May 1, 2014. The proposed budget was compiled over the last several months and has been reviewed with the Village Board and public over several workshop meetings beginning last January.

Ordinance No. 2014-04-14, Approving a Special Use Permit for Restaurant, Including the Sale of Liquor in Conjunction Therewith in the I Industrial District (Angelo Caputo's Fresh Market, 520 E. North Avenue):

The Village Board approved Ordinance No. 2014-04-14, approving a Special Use Permit for a restaurant, including the sale of liquor in conjunction therewith in the I Industrial District (Angelo Caputo's Fresh Market, 520 E. North Avenue).

Ordinance No. 2014-04-15, Amending Chapter 6, Article 11 of the Municipal Code of the Village of Carol Stream (Sign Code):

The Village Board approved Ordinance No. 2014-04-15, amending Chapter 6, Article 11 of the Municipal Code of the Village of Carol Stream (Sign Code).

Resolution No. 2710, Amending Resolution No. 2696 Adopting the 2014-15 Employee Compensation Plan for the Village of Carol Stream:

The Village Board approved Resolution No. 2710, amending Resolution No. 2696, adopting the 2014-15 Employee Compensation Plan for the Village of Carol Stream and eliminating 2nd tier compensation for regular part-time employees working less than 20 hours per week.

Resolution No. 2711, Approving the Release of Certain Executive Session Minutes of the Mayor and Board of Trustees of the Village of Carol Stream:

The Village Board approved Resolution No. 2711, approving the release of certain Executive Session minutes of the Mayor and Board of Trustees of the Village of Carol Stream for which there is no longer a need for confidentiality.

Resolution No. 2712, Adopting Statements of Goals, Direction and Guidance for Village Government Decisions:

The Village Board approved Resolution No. 2712, adopting statements of goals, direction and guidance for Village government decisions.

Resolution No. 2713, Approving and Authorizing the Execution of an Intergovernmental Agreement between DuPage County and the Village of Carol Stream for the Gary Avenue Improvement Project:

The Village Board approved Resolution No. 2713, approving and authorizing the execution of an intergovernmental agreement between DuPage County and the Village of Carol Stream for the Gary Avenue Improvement Project establishing responsibilities and terms of agreement for this Project.

Resolution No. 2714, Declaring Surplus Property Owned by the Village of Carol Stream:

The Village Board approved Resolution No. 2714, declaring two Public Works vehicles owned by the Village of Carol Stream to be declared surplus so that they can be disposed of by sale, scrap or auction.

Resolution No. 2715, Authorizing a Final Plat of Re-subdivision (Duke Realty Corporation Number 5 - 370-430 Kimberly Drive):

The Village Board approved Resolution No. 2715, authorizing a final plat of re-subdivision (Duke Realty Corporation Number 5 - 370-430 Kimberly Drive).

Sound Amplification Permit Application – Request for Fee Waiver:

The Village Board approved a request by the Benjamin-Evergreen PTA to waive the \$25 amplification fee for hosting a Spring Breakout 5K Run Event on Sunday, April 27, 2014 at Red Hawk Park.

Request for Fee Waiver – American Legion Post 76:

The Village Board concurred with the staff recommendation to deny the request for a waiver of the Plan Commission/Zoning Board of Appeals application fee for a pending

request to amend the zoning approvals granted in 2012, that would seek to allow an earlier start of baseball games at Lee Pfund Stadium.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved the payment of the Regular Bills dated April 7, 2014 in the amount of \$1,125,483.25. The Village Board approved the payment of the Addendum Warrant of Bills from March 18, 2014 – April 7, 2014 in the amount of \$967,158.69.

Non-Consent Agenda

Approval of Underground Facilities Locating and Marking Services Agreement with USIC Locating Services, Inc.:

Trustee McCarthy moved and Trustee LaRocca made the second to table this item. The results of the roll call vote were as follows:

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

The motion passed.

Report of Officers:

Trustee Gieser congratulated Terry Davis on her retirement and stated she will be missed. He stated the 4th of July Parade Committee will be holding a fund raiser on Thursday April 24th at Culver's from 10:30 a.m. – 10:00 p.m. Ten percent of the day's sales will be donated to the Parade Committee. On Thursday May 8 Zanies will be hosting a comedy night fund raiser in St. Charles featuring John Caponera. Tickets are \$20 and can be purchased from parade committee members including Rick Gieser and Matt McCarthy. The community food drive is this Saturday April 12th.

Trustee Frusolone stated food donations for the Community food drive can be dropped off at the Simkus Recreation Center, Fountain View Recreation Center, Library, schools and Village Hall. The cutoff date for food drop offs is Friday. She thanked Terry Davis for helping make sense of government as a new Trustee when she was first elected to office and stated she will miss her as she retires from the Village. She wished her the very best in her retirement. She congratulated the Park District on its 50th anniversary and stated she was very proud to be a staff member of the Park District, which she feels is one of the very best she has seen or had the opportunity to participate. She stated she observed the Citizen Police Academy DUI session and commended Officers Stafiej, Cluever and Sergeant Cooper for explaining the Police Department process for enforcing DUI offenses. She encouraged everyone who has not participated in the CPA to sign up for the 10 week course next fall.

Trustee Schwarze thanked Terry Davis for her kindness, sincerity, professionalism and positive attitude in her dealings with the Village Board. He stated the Village Board

passed a \$49M budget this evening, none of which comes from a Village property tax. He reminded residents to please shop Carol Stream.

Trustee LaRocca stated the CPA experience was great and encouraged everyone to sign up and attend the course. He congratulated Terry Davis on her retirement and thanked her for her dedicated service to the Village. He invited her to attend his memorial golf outing for his father on September 18th at 10:00 a.m. at the Bloomingdale Golf Course. He wished the Park District a happy anniversary on its 50th anniversary.

Trustee McCarthy congratulated Terry Davis on her retirement. He stated he the Board will miss her. He congratulated the Park District on its 50th anniversary. He stated the Youth Council will be meeting with the Comprehensive Planning Committee tomorrow to get their input on the Comprehensive Plan. He stated the 9th annual music fest is coming up this year and that he needs more participants for the Youth Council. Nine out of ten of the current Youth Council members are seniors so he will be losing most of them to graduation. If parents have kids that are interested please contact him at mmccarthy@carolstream.org.

Village Clerk Melody wished Terry Davis good luck in her retirement and stated she will miss her.

Village Attorney Rhodes stated thanked Terry Davis for assistance she provided to him and Klein, Thorpe, Jenkins attorneys over the years. He wished her the best of luck in her retirement.

Village Manager Breinig thanked Terry Davis for her 11 years of service and wished her good luck in her retirement. He stated she was very flexible, adaptive, anticipative and never complained. He thanked her from the bottom of his heart.

He stated there is an opportunity for residents to make donations to help fund the Summer Concert Series at the Town Center as the concerts are not funded with tax payer dollars. Donations can be made via the water bills for the next 2 months.

DuPage County contacted the Village and stated the 2 entryway monuments to the original subdivision in Carol Stream at Thunderbird Trail and Gary Avenue are in conflict with the new bike path and roadway scheduled for the Gary Avenue Reconstruction Project. The monuments will need to be moved by the Village or be demolished during construction. The Village cost to move the monuments is \$5,700. The Village Board was asked whether it wishes to save the brick monuments for historical purposes. Time is of essence since the reconstruction project is imminent. The Village Board concurred to expend the money to save the monuments. Staff will report back to the Village Board on an alternate location or use for the brick monuments.

Mayor Saverino stated he will truly miss Terry Davis and commended her for being able to take a full time job prior to the economic recession, work part time when the recession hit and still get the job done. He wished her good luck in her retirement.

At 8:13 p.m. Trustee McCarthy moved and Trustee Gieser made the second to adjourn the meeting. The results of the roll call vote were as follows: The results of the roll call vote were as follows:

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

Nays: 0

Absent: 1 Trustee Weiss

The motion passed.

FOR THE BOARD OF TRUSTEES

Matt McCarthy, Mayor Pro Tem

Beth Melody, Village Clerk

**Regular Meeting – Plan Commission/Zoning Board of Appeals
Gregory J. Bielawski Municipal Center, DuPage County, Carol Stream, Illinois**

All Matters on the Agenda may be Discussed, Amended and Acted Upon

April 14, 2014

Chairman Angelo Christopher called the Regular Meeting of the Combined Plan Commission/Zoning Board of Appeals to order at 7:00 p.m. and directed Secretary Linda Damron to call the roll. The results of the roll call vote were:

Present: Chairman Angelo Christopher and Commissioners Dee Spink, John Meneghini, David Hennessey, David Creighton, Frank Petella and James Joseph.

Absent:

Also Present: Don Bastian, Assistant Community Development Director, Linda Damron, Secretary, and a representative from DuPage County Court Reporters.

MINUTES:

Commissioner Joseph moved and Commissioner Spink made the second to approve the minutes of the meeting of March 24, 2014. The motion passed by unanimous voice vote.

PUBLIC HEARING:

Commissioner Spink moved and Commissioner Hennessey made the second to open the Public Hearing. The motion passed by unanimous voice vote.

**Case # 13196 – Wheaton Christian Center Church – 610 E. North Ave
Zoning Code Text Amendment
Special Use – Planned Unit Development
Preliminary/Final Planned Unit Development Plan
North Avenue Corridor Review
Sign Code Variation**

Chairman Christopher swore in the witness, Senior Pastor Carlton R. Arthurs, 665 Wildwood Lane, West Chicago, IL, Lead Pastor Paul D. Arthurs, 665 Wildwood Lane, West Chicago, IL, Project Manager Eno Ekong, 319 N. Weber Road, Bolingbrook, IL 60490 and Tracie Staine, for Arthur J. Rogers & Co. 1559 Elmhurst Road, Elk Grove Village, IL 60007. Senior Pastor Carlton Arthurs stated that the objective is to continue to develop the church, and the project before us tonight is called inside out, and it's a holistic project that involves the development of the their members so they can become proficient in their own lives and also this project becomes something that will be internalized by all the members of the church.

Lead Pastor Paul Arthurs stated that what they are proposing to do is to make the entire campus of the Wheaton Christian Center (WCC) located at 610 E. North Avenue into Grace Plaza. Paul Arthurs stated that some of things that WCC is already doing is they have a strong ministry program for their youth, and they also have adult services. He stated that the reason that WCC would like to develop Grace Plaza is that they see this as a way not only to minister the gospel, but to have practical ways help people. He stated that WCC has a tremendous space, which they believe that can be utilized and the village could benefit from a result of this development. He stated that one of the things he is excited about with the development of Grace Plaza is the out lots, because this will give WCC the opportunity to develop relationships with the business and

provide job opportunities for people in the community. He stated that at this time he would like to have the Project Manager Mr. Ekong talk about the details of the project.

Mr. Ekong stated that what they are proposing with Grace Plaza is a mixed-use project; it will have out lots that would include retail, and restaurants. He stated that the design for the property shows three out lots, one on the northeast corner of the property, one to the north and one on the southwest corner of the property. He stated that they have been working with the owners of the Shoppes of Carol Stream to create a cross access easement, which would allow for easier movement of traffic. He stated that this is an enormous project and it will be done in three phases over the course of the next three years. He stated that the first phase will be the parking lot renovation, they will be removing and repaving the parking lot, install new islands, landscaping and new parking lot lighting. He stated that part of phase one will also include new signage; one of the signs will be placed in the entrance off of North Avenue and will be twenty feet in height, and will be setback forty feet from the property line. He stated that the sign will feature this property as a key cornerstone in Carol Stream. He stated that the second phase will include the front elevation and façade of the building. He stated that with the redesign of the front elevation and façade of the building it will enable them to bring in the retail businesses to occupy the available spaces in the building. He stated that the second phase will also include the renovation of the interior of the church. He stated that phase three will be the construction of the three out lots. He stated that WCC believes the development of the three out lots will add value to the property. He thanked the Plan Commissioners for their time.

Chairman Christopher asked if anyone from the audience had any questions. There were no questions from the audience.

Chairman Christopher asked Mr. Bastian for the staff report.

Assistant Community Development Director Don Bastian stated that in 1999 the WCC was successful in petitioning the Village for the rezoning of the property to a B-4 District and having a text amendment added to the B-4 District for a Special Use Permit for Regional Religious Institution. Mr. Bastian stated that a copy of that ordinance from 1999 that approved the Special Use Permit along with the exhibits that shows the building façade, parking lot work and landscaping was included in the staff report. Mr. Bastian stated that WCC started to make improvements to the property, interior renovations, and partial renovations to façade of the building in 1999, but to this date they have not finished what was proposed and approved in 1999. Mr. Bastian stated that in 2006, WCC came back to the Village asking for amendments to the Special Use Permit that was approved in 1999 that would allow for a full time school (pre-school through 8th grade) and a store that would be open for business on Fridays and Saturdays offering the retail sale of used or donated household items. Mr. Bastian stated that the amendments to the Special Use Permit was approved, but the Village stated that the parking lot and the landscaping from the 1999 approvals had not been done and gave WCC a year to submit updated building and property improvement plans, and another year to complete the work. Mr. Bastian stated that to date the work on the parking lot or the landscaping has not been completed. Mr. Bastian stated that in 2012 WCC approached the village about wanting to improve the ground signs on the property and staff advised them at that time the signs would require North Avenue Corridor Review by the Plan Commission and staff indicated at that point that we were not sure the Plan Commission of Village Board would support additional development approvals that did not include a commitment to first upgrading some of the aspects of the property that had been part of the approvals from 1999. Mr. Bastian stated that WCC is at a point where they believe they can move forward with a redevelopment plan of this property and building. Mr. Bastian stated that the overall concept is a redevelopment of the property as a mixed-use, WCC will still be occupying part of the building, and they are looking to create a plaza that would be named Grace Plaza, with three commercial out lots, and possibly have some retail businesses in the unoccupied portion of the WCC building. Mr.

Bastian stated that WCC is requesting a Zoning Code Text Amendment. Mr. Bastian stated that the property is currently zoned B-4 Office, Research and Institutional Building District, which does not allow for retail uses or commercial uses, it's an office and institutional type of use district and the petitioner has explained that their vision is to redevelop this property with commercial uses. Mr. Bastian stated that the approach that is being advanced this evening is to amend the text in the Business Planned Unit Development section of the Zoning Code. The uses allowed within a business planned unit development shall be those allowed within the underlying zoning district, with the exception of B-4 District Planned Unit Developments, in which the uses allowed in the B-2 District shall also be permitted. Mr. Bastian stated that the B-2 District is the village's general retail district that allows restaurants and retail stores and businesses of that nature, if the petitioner is successful in having the Text Amendment and the Special Use Permit for a Planned Unit Development approved then it would be a B-4 District property with a Special Use Permit for a Planned Unit Development and that would make the property eligible for this special exception. Mr. Bastian stated that this type of approval has been approved for other properties in the village, in the Industrial Planned Unit Development section of the Zoning Code, the B-3 Service District uses are allowed. Mr. Bastian stated that when staff looks at a text amendment they look at the purpose and intent of the section of the code that's being proposed for an amendment and the impact on surrounds properties. Mr. Bastian stated that staff supports the Zoning Code Text Amendment to allow the permitted and special uses of the B-2 District as permitted and special uses that have been approved as planned unit developments for properties in the B-4 District.

Mr. Bastian stated that the Special Use for Planned Unit Development is important, if the Text Amendment is approved and the Special Use for Planned Unit Development is not approved then WCC will not get the benefit of retail uses. Mr. Bastian stated that the village has approved Special Uses for Planned Unit Development for other commercial properties, some of the most current ones being the Caputo's property and the Savers property. Mr. Bastian stated that staff feels it is appropriate in this case to allow WCC to be granted a Special Use for Planned Unit Development, so they would be able to achieve what they are trying to accomplish on the property.

Mr. Bastian stated that staff did a parking analysis as shown in a table on page 6 of the staff report. Mr. Bastian stated that if the entire WCC building was occupied, including a 45,000 square feet retail space that is not occupied today, the school and WCC church would be required to have 415 parking spaces. Mr. Bastian stated that the site is capable of having 723 parking spaces. Mr. Bastian stated that this site would have more parking spaces than what is required by code. Mr. Bastian stated staff is suggesting that at the time each out lot comes before the Plan Commission for the Final Planned Unit Development approval staff would review the parking requirements to make sure that it would still comply with code.

Mr. Bastian stated that regarding the traffic circulation the proposed plan would take the existing layout that currently has one-way drive aisle with diagonal striping, and convert it to a more conventional design with two-way, 24-foot drive aisle and perpendicular parking, introduce new landscaping and parking lot lighting and a more conventional traffic flow throughout the parking lot. Mr. Bastian stated that WCC did mention in their presentation the plan for a cross access connection to the Shoppes at Carol Stream; the staff position at this point is that the cost of that improvement should be borne by the owner of the Shoppe of Carol Stream. Mr. Bastian stated that staff has been in contact with the owner of the Shoppes of Carol Stream and he likes the concept of cross access drive because parking can be tight on his property.

Mr. Bastian stated that staff can recommend approval of the Special Use for Planned Unit Development and the Preliminary /Final Planned Unit Development Plan as proposed.

Mr. Bastian stated that portions of this project are subject to North Avenue Corridor Review, as it has been done in the past out lots one and two will not be subject to the North Avenue Corridor

Review until they come in for Final PUD Plan approval for those out lots. Mr. Bastian stated that the current architectural design will have significant changes; the improvements are directly in response to the North Avenue Corridor design guidelines. Mr. Bastian stated that in regards to landscaping, WCC has submitted a landscape plan (exhibit B) in the staff report and the plan fully complies with the North Avenue Corridor landscape requirements. Mr. Bastian stated that the new ground signs are also subject to North Avenue Corridor Review and as shown in the staff report the proposed sign would be located in the new landscape entry median that is located at the main North Avenue access point. Mr. Bastian stated that the sign would be setback the 40 feet from the property line as required by the sign code for this type of sign. Mr. Bastian stated that this sign will also need a Sign Code Variation. Mr. Bastian stated that the type of sign that is being proposed is a commercial identification sign and this type of sign is not allowed in the B-4 District. Mr. Bastian stated that in the B-1, B-2 and B-3 zoning district properties that are at least ten acres in size and have a building with at least 100,000 square feet are allowed to have a commercial identification sign. Mr. Bastian stated that this property and building would otherwise qualify for this type of sign, but the property is zoned the B-4 which does not allow this type of sign. Mr. Bastian stated that staff thinks with the proposed re-development plan and the introduction of commercial uses on the property, this type of sign is appropriate. Mr. Bastian wanted to mention that the one of the recommendations of approval is that a sign permit will not be issued until the parking lot improvements are complete.

Mr. Bastian stated that staff is recommending approval for the requests that are listed in the staff report for WCC, subject to the conditions on pages 13 and 14 in the staff report.

Chairman Christopher asked if any of his fellow Commissioners had any questions.

Commissioner Joseph wanted to know when WCC would anticipate phase 2 and 3 to be started.

Mr. Paul Arthurs stated they anticipate phase 2 to start in 2015.

Commissioner Petella wanted to know what this proposed project would do to the tax rate on the property; now that it will be a mixed-use with a church and commercial uses. Commissioner Petella wanted to know if there were any prospective tenants for the out lots.

Mr. Bastian stated that the tax rate would be something the township tax assessor would be interested in, and Mr. Bastian stated that the out lots would become taxable properties.

Ms. Staine stated that they do have a few interested prospective tenants for the out lots, a few of them being Burger King, Golden Corral and possibly Chick-Fil-A. Ms. Staine stated they have had a lot of interest in the out lots and that is without any advertising.

Commissioner Spink wanted to know if Jubilee Furniture had moved. Commissioner Spink also wanted to know if the sign would have an electronic changeable copy.

Mr. Ekong stated that one of the panels on the monument sign will have an electronic changeable panel.

Mr. Paul Arthurs stated that Jubilee Furniture had moved out of the building.

Ms. Staine asked if the monument sign could be installed prior to the completion of the parking lot to help brand Grace Plaza.

Mr. Bastian stated that if the items that are being requested tonight are approved by the Plan Commission and the Village Board approves them next Monday, a temporary marketing sign can

be permitted. Mr. Bastian stated that staff's recommendation is that the sign permit for the monument ground sign not be issued until the parking lot is complete.

Commissioner Creighton wanted to know since the village has only one other B-4 District why don't we just ask for a special use to have the B-2 in the B-4 District. Commissioner Creighton asked the petitioner if they would be comfortable with a tenant if they were not-for-profit or for-profit. Commissioner Creighton stated that he agrees with staff's recommendation not to issue the sign permit until the parking lot is completed.

Mr. Bastian stated that the B-4 District does not allow B-2 District uses and in the B-4 District there isn't a use that says the uses allowed in a B-2 District that can be allowed on a property zoned B-4 if you grant a Special Use.

Ms. Staine stated that they would like to have for-profit tenant, but would consider a non-for-profit.

Commissioner Hennessey asked of the petitioner would consider a paver block material for the parking lot.

Mr. Ekong stated that there has been some decision for a paver block material for the parking lot, but it has not really been considered because of the cost.

Commissioner Meneghini did not have any questions.

Chairman Christopher wanted know how long the project would take to complete. Chairman Christopher wanted to know if the petitioner would be allowed to install the underground electric and foundation for the sign during the construction of the parking lot. Chairman Christopher wanted to know if the three out lots areas would be repaved. Chairman Christopher wanted to know if the petitioner would be looking for multi-tenants. Chairman Christopher wanted to know if any of the out lot would have a drive-thru.

Mr. Bastian stated that staff did not give the petitioner a deadline to complete the development, but did request the parking lot be done first. Mr. Bastian stated that the village will work with the petitioner during the construction of the parking lot regarding the underground electric and the foundation for the sign. Mr. Bastian stated the three out lots areas would be only seal coated and striped. Mr. Bastian stated that out lot one would be the most likely location for a drive-thru, and any proposal for the out lots would come back to the Plan Commission for approval.

Mr. Ekong stated that out lot two and three would be retail multi-tenant buildings, and out lot one would be one tenant possibly a restaurant.

Commissioner Joseph moved and Commissioner Hennessey made the second to approve the request for Zoning Code Text Amendment, Special Use Permit for Planned Unit Development, Preliminary/Final Planned Unit Development Plan, North Avenue Corridor Review and a Sign Code Variation subject to the recommendations listed in the staff report.

The results of the roll call vote were:

Ayes: 7 Chairman Christopher and Commissioner Spink, Meneghini, Hennessey,
Creighton, Joseph and Petella
Nays: 0
Abstain: 0
Absent: 0

Chairman Christopher reminded the petitioner that the Plan Commission's recommendation would be forwarded to the Village Board at their next meeting on April 21, 2014, at which time the Board would take final action on the matter.

Commissioner Spink moved and Commissioner Joseph made the second to close the Public Hearing. The motion passed by unanimous vote.

PRESENTATION:

Case # 14065 - Outreach Community Ministries, Inc. 730 E. North Avenue - North Avenue Corridor Review

Chairman Christopher swore in the witness, Chris Ellerman, Chief Executive Officer for the Outreach Community Ministries, 411 N. Wheaton Avenue, Wheaton, IL. and Jim Moyer from SAS Architects, 630 Dundee Road, Suite 110, Northbrook, IL 60062. Mr. Ellerman stated he was here tonight to present building improvement plans for the former House of Carpets and before that, the former Frank's Nursery. Mr. Ellerman stated that they have been providing community services in Carol Stream since 1985 and in 2006 the village gave them the opportunity to open Jubilee Furniture Store in the warehouse space of the Wheaton Christian Center building. Mr. Ellerman stated that they have been able to build the business up slowly over the last seven years. Mr. Ellerman stated that they have recently purchased the property at 730 E. North Avenue to provide a permanent home for Jubilee Furniture and the opportunity to be open six days a week. Mr. Ellerman stated that the building and property is in need of some repair and improvement and that they are here tonight to seek a North Avenue Corridor Review approval. Mr. Ellerman stated that the section of the building that is under roof, but open on the sides will be enclosed so it can be used as part of the interior store, and they would like to replace the façade as soon as possible. Mr. Ellerman stated that the warehouse space is a little tight, so they would like to put on a 2,500 square foot addition on the rear of the building. Mr. Ellerman stated they believe their business will improve at the new site and when it improves they will be able to make more improvements on the property and invest back into the community services in Carol Stream. Mr. Ellerman stated that phase two would bring them back to the Plan Commission to ask for rezoning so they would be able to add a 10,000 square foot addition for an employment training facility. Mr. Ellerman introduced his architect Jim Moyer.

Mr. Moyer talked about the improvements in three parts, the first being a 4,000 square foot addition that would infill the space, underneath the roof area that was at one time the garden area for Frank's Nursery. Mr. Moyer stated that this new area would be for furniture displays. Mr. Moyer stated that phase two would be the modernized the façade, which would be constructed with higher quality materials, and giving the façade a more visual interest look. Mr. Moyer stated that phase three would be the addition on the rear of the building. Mr. Moyer stated that they will also be doing repairs to the parking lot and re-striping the parking lot.

Chairman Christopher asked Mr. Bastian for the staff report.

Assistant Community Development Director Don Bastian stated that Plan Commission is being asked to conduct a North Avenue Corridor review of the proposed building modifications, building additions and the upgrades to the façade. Mr. Bastian stated that this request is for only an architectural review. Mr. Bastian stated that the proposed elevations will make quite a difference to the property. Mr. Bastian stated that the petitioner is proposing to have the north wall of the addition finished with a thin stone veneer material, the new façade treatment with a projecting canopy and a pedestrian walk way and at staff's request the petitioner has agreed to increase the height of the parapet wall on the front elevation to help hide the roof top units. Mr. Bastian stated that what the petitioner is requesting is very much in line with what the North Avenue Corridor

regulation requirements. Mr. Bastian stated that staff can recommend approval of the North Avenue Corridor Review for the upgrades to the building elevations. Mr. Bastian stated that the petitioner understands that when it comes time to expand their operations in this building for the vocational training operation they would need to come to the village with a zoning approval request and the petitioner has also agreed to bring the parking lot into compliance with the North Avenue Corridor regulations at that time.

Chairman Christopher asked if any of his fellow Commissioners had any questions.

Commissioner Meneghini, Hennessey, Spink, Petella and Chairman Christopher did not have any questions.

Commissioner Creighton wanted to know the location of the front door.

Mr. Moyer showed Commissioner Creighton the location of the front door on Exhibit A in the staff report.

Commissioner Joseph wanted to know if the front elevation would have a dock door.

Mr. Moyer stated that there will not be a dock door on the front elevation; the window will look like a display type window.

Commissioner Joseph moved and Commissioner Meneghini made the second to approve the request for North Avenue Corridor Review subject to staff recommendations listed on page four of the staff report.

The results of the roll call vote were:

Ayes: 7 Chairman Christopher and Commissioner Spink, Meneghini, Hennessey, Creighton, Joseph and Petella

Nays: 0

Abstain: 0

Absent: 0

NEW BUSINESS:

A. The item under New Business was to discuss the cancellation of the April 28, 2014, Plan Commission meeting.

Commissioner Creighton moved and Commissioner Hennessey made the second to cancel the April 28, 2014 Plan Commission meeting.

The motion passed by unanimous vote.

B. Mr. Bastian reminded the Plan Commissioners of the Comprehensive Plan Public meeting on April 23rd, at 6:00 P.M. at the Carol Stream Fire Protection District Headquarters on Kuhn Road.

ADJOURNMENT:

At 8:20 p.m. Commissioner Joseph moved and Commissioner Creighton made the second to adjourn the meeting. The motion passed by unanimous vote.

FOR THE COMBINED BOARD

Recorded and transcribed by,

Linda Damron
Community Development Secretary

Minutes approved by Plan Commission on this April 28, 2014

Chairman

RESOLUTION NO. 2716

AGENDA ITEM
C-1 4-21-14

**A RESOLUTION HONORING GLEN GRAY
UPON HIS RETIREMENT FROM THE
VILLAGE OF CAROL STREAM POLICE DEPARTMENT**

WHEREAS, Glen Gray joined the Carol Stream Police Department as a Police Officer on April 13, 1987; and,

WHEREAS, Glen was instrumental in the Department's successful 2010 effort to achieve law enforcement agency accreditation from CALEA; and

WHEREAS, Glen Gray served as a Corporal, Field Training Officer and Evidence Technician; and

WHEREAS, Glen Gray also served as a Detective in the Investigations Unit; and

WHEREAS, Glen Gray has made the decision to retire from the Carol Stream Police Department after 26 years of distinguished public service.

NOW, THEREFORE, BE IT RESOLVED THAT, MAYOR FRANK SAVERINO SR. AND THE BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, on behalf of all present and former elected and appointed officials and residents that:

1. Officer Glen Gray's dedicated service to the Carol Stream Police Department and his accomplishments in the field of law enforcement are hereby recognized and commended.
2. Glen Gray is wished the very best of happiness and health in his retirement.

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

PASSED AND APPROVED ON THIS 21ST DAY OF APRIL, 2014.

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

PROCLAMATION

AGENDA ITEM
C-2 4-21-14

Designating April 28th - May 2nd Tornado Preparedness Week

WHEREAS, with the arrival of spring comes the increased likelihood for severe thunderstorms and possible tornadoes; and

WHEREAS, Illinois has experienced some of the worst tornadoes in our nation's history during the spring months with the March 1925 Tri-State tornado that left 695 dead and 200 injured, the April 1967 Oak Lawn tornado that left 33 dead and more than 1,000 injured and the most recent April 2004 Utica tornado that left 8 dead and dozens injured; and

WHEREAS, the spring months of April, May and June in our nation's greater Midwest region have the highest recorded tornado events averaging 25 during this 3 month period; and

WHEREAS, the 'it will never happen here or to me' syndrome puts families and communities at risk for personal injury and loss of life during severe weather season; and

WHEREAS, the 4-tiered strategy every person, family and business needs to follow to stay safe during tornado season includes the following components:

- ✓ **KNOW** where designated severe weather shelters are located in your home and workplace.
- ✓ **PRACTICE** disaster drills in the home and workplace so family members and coworkers have sufficient time to relocate to a designated storm shelter.
- ✓ **MONITOR** severe weather forecasts using a weather radio, computer, television, AM/FM radio, cell phone, pager or the outdoor warning sirens when outside your home.
- ✓ **CARRY OUT** your preparedness plan when severe weather is imminent so you, your family members and co-workers successfully relocate to a safe shelter in advance of the tornado.

WHEREAS, residents and business owners are encouraged to visit www.illinois.gov/Ready/Hazards - **TORNADO** to strengthen their preparedness capabilities before, during and after a tornado.

NOW, THEREFORE BE IT PROCLAIMED THAT I, MAYOR FRANK SAVERINO SR. & THE VILLAGE BOARD OF TRUSTEES, CAROL STREAM, DUPAGE COUNTY, ILLINOIS IN THE EXERCISE OF ITS HOME RULE POWERS, does hereby proclaim

April 28th - May 2nd as Tornado Preparedness Week

in Carol Stream and encourage all residents to restock their disaster survival kit and to practice their home severe storm preparedness plan with their family members.

PROCLAIMED THIS 21st DAY OF APRIL 2014.

Frank Saverino Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

PROCLAMATION

Designating April 2014 Autism Awareness Month

WHEREAS, Autism is a complex neurological disease and developmental disability that robs children of social skills, the ability to talk, interact and do the normal things that are often taken for granted, transcending all social, cultural and geographic boundaries; and

WHEREAS, the CDC recently announced another alarming increase in autism affecting "one in every sixty-eight children" born today and affects boys nearly five times the level of girls (1 in 42 boys & 1 in 189 girls). It has been diagnosed at a higher rate than Pediatric Aids, Juvenile Diabetes, Downs Syndrome, Cerebral Palsy and all Pediatric Cancers combined and is considered to be our country's number one medical condition afflicting children today and is considered among the fastest growing global public health crises; and;

WHEREAS, Autism is treatable through early diagnosis, early intervention including critical intensive medically necessary therapies such as Speech therapy, Occupational therapy, Physical therapy, ABA therapy, RDI floor time, and other behavior therapies, combined with medical interventions have been proven to be extremely effective often unlocking the world of autism to enable these beautiful children the ability to communicate and interact with the ultimate goal of an independent and fulfilling productive life; and

WHEREAS, the month of April is World Autism Month and the global autism community will celebrate the seventh annual United Nations-sanctioned World Autism Awareness Campaign – a campaign to raise awareness. World Autism Awareness Day (WAAD), celebrated on April 2nd annually, was adopted by the United Nations in 2007 to shine a bright light on autism as a growing global health crisis. WAAD activities increase and develop world knowledge of the autism crisis and impart information regarding the importance of early diagnosis and early intervention. Additionally, WAAD celebrates the unique talents and skills of persons with autism and is a day when individuals with autism are warmly welcomed and embraced in community events around the globe. Autism is one of only three health issues to be recognized by the United Nations with its own day.

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

April Autism Awareness Month in Carol Stream

and encourages residents to develop a greater understanding of this complex disability that affects many in our community.

PROCLAIMED THIS 21st DAY OF APRIL, 2014.


Frank Saverino Sr., Mayor


ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: Donald T. Bastian, Assistant Community Development Director 

THROUGH: Robert J. Glees, Community Development Director 

DATE: April 16, 2014

RE: **Agenda item for the Village Board meeting of April 21, 2014**
PC/ZBA Case 13196, Wheaton Christian Center Church – 610 E. North Avenue
Zoning Code Text Amendment (Permitted Uses in a B-4 District PUD), Special Use
Permit for *Planned Unit Development*, Preliminary/Final Planned Unit Development
Plan, Sign Code Variation and North Avenue Corridor Review

Wheaton Christian Center (WCC) Church is proposing a renovation and redevelopment plan for its main campus and facilities at 610 E. North Avenue, proposed to be branded as *Grace Plaza*. WCC's vision for *Grace Plaza* consists of parking lot improvements including resurfacing, new parking lot lights and new landscape islands, new signage, significant upgrades to the existing building façade, the leasing of vacant space inside the existing building to commercial tenants, and the creation of up to three commercial outlot sites on the perimeter of the property.

In 1999, WCC was successful in rezoning the property to the B-4 Office, Research and Institutional Building District, obtaining approval of a Zoning Code Text Amendment to add *regional religious institution* as a Special Use in the B-4 District, and receiving a Special Use Permit for *regional religious institution*. (The staff report forwarded to the Village Board on April 11, 2014, included information regarding WCC's history at 610 E. North Avenue and their inability to execute exterior building and property improvement commitments as required through previous Village zoning approvals.) To accommodate WCC's vision for the *Grace Plaza* mixed-use project, WCC is requesting a Zoning Code Text Amendment that would allow the permitted and special uses of the B-2 General Retail District as allowable uses on property zoned B-4 District with a special use for *Planned Unit Development*. WCC is also requesting a Special Use Permit for *Planned Unit Development*, approval of a Preliminary/Final Planned Unit Development Plan, a Sign Code Variation, and North Avenue Corridor Review.

For the Village Board's information, in their initial application materials for this case, WCC proposed that the new ground sign near North Avenue would be the first improvement made as part of the overall *Grace Plaza* project. However, in view of the history of unfulfilled building and property improvements since WCC began operations on the site, staff advised WCC representatives that it would be our recommendation that the parking lot improvements would need to be completed before the Village would issue the permit for the new sign. WCC modified their proposed order of work to include all parking lot improvements first, the new sign second, and the building façade work third. Also for the Village Board's information, the applicant is only seeking Preliminary PUD Plan approval for the three outlots at this time, and they understand that each outlot will need to receive Final PUD Plan approval from the Plan Commission and Village Board before the Village would be able to issue a building permit for construction on an outlot building.

The staff report presenting the requests, with supporting documentation, was transmitted to the Village Board with the Plan Commission/Zoning Board of Appeals (PC/ZBA) packet on April 11, 2014. At their April 14, 2014, meeting, by a vote of 7-0, the PC/ZBA recommended approval of the Zoning Code Text Amendment to allow the permitted and special uses of the B-2 General Retail District as allowable uses on property zoned B-4 District with a special use for *Planned Unit Development*, a Special Use Permit for *Planned Unit Development*, and of the Preliminary/Final Planned Unit Development Plan. The PC/ZBA recommendations were subject to the conditions in the April 11, 2014, staff report.

The PC/ZBA also approved the North Avenue Corridor Review and the Sign Code Variation to allow a commercial identification sign on the property by a 7-0 vote. The PC/ZBA vote on the North Avenue Corridor Review is final, and the PC/ZBA also has the authority to approve or deny the Sign Code Variation. However, the Sign Code grants the Village Board the opportunity to affirm or reverse the decision of the PC/ZBA within 21 days of the date that the request first appears before the Village Board. If the Village Board chooses to take action on the Sign Code Variation request, their decision is final. If the Board chooses not to take action within the 21-day period set forth in the Sign Code, the decision of the PC/ZBA is final.

If the Village Board concurs with the PC/ZBA recommendation, they should approve the Zoning Code Text Amendment, Special Use Permit, and Preliminary/Final PUD Plan, subject to the conditions contained within the Ordinance, and adopt the necessary Ordinance.

DTB:db

c: Tracie Staine, Arthur J. Rogers (via e-mail)

t:\planning\plan commission\staff reports\2014 staff reports\13196a.wccsupudtxtvarnac.vbmemo1.docx

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE
CAROL STREAM CODE OF ORDINANCES BY INCREASING
THE NUMBER OF CLASS P LIQUOR LICENSES FROM 4 TO 5
(MHA ENTERPRISES, INC. d/b/a 7 ELEVEN, 550 ARMY TRAIL ROAD)**

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

SECTION 1: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances,
Classification of Liquor Licenses, be and the same is hereby amended by increasing
the number of Class P Liquor Licenses from four (4) to five (5), effective May 1, 2014.

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

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

PASSED AND APPROVED THIS 21st DAY OF APRIL, 2014.

AYES:

NAYS:

ABSENT:

Matt McCarthy, Mayor Pro Tem

ATTEST:

Beth Melody, Village Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CAROL STREAM CODE OF ORDINANCES, CHAPTER 11, INTOXICATING LIQUOR, ARTICLE 2, ALCOHOLIC LIQUOR DEALERS, SECTION 11-2-7, CLASSIFICATIONS OF LICENSES, NUMBERED ISSUED, FEES (CLASS R PARK DISTRICT RECREATION CENTER CATERER'S LICENSE)

WHEREAS, the Mayor and Board of Trustees have heretofore enacted regulations with respect to the sale of alcoholic liquor within the Village of Carol Stream and established classifications of liquor licenses for the retail sale of alcoholic liquor; and

WHEREAS, the Carol Stream Park District is desirous of holding Park District and private events at the Carol Stream Park District Recreation Center where both food and alcoholic liquor are provided by third party caterers; and

WHEREAS, the Mayor and Board of Trustees find it to be in the best interests of the Village to amend the provisions of the Carol Stream Code of Ordinances, Chapter 11, "Intoxicating Liquor", Article 2, "Alcoholic Liquor Dealers", Section 11-2-7, Classifications of Licenses, Number Issued, Fees ", as provided herein.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DU PAGE COUNTY, ILLINOIS, in the exercise of its home rule authority, as follows:

SECTION 1:

The Carol Stream Code of Ordinances, Chapter 11, "Intoxicating Liquor", Article 2, "Alcoholic Liquor Dealers", Section 11-2-7, "Classification of Licenses; Number Issued, Fees", Subsections (O) and (P) are hereby re-designated and re-lettered as new Subsections (P) and (R) as follows:

11-2-7 CLASSIFICATION OF LICENSES; NUMBER ISSUED, FEES

(P) *Limitation on sales of alcoholic liquor.* Where this § 11-2-7, as a condition of issuance of the license, provides for a limitation on the sales of alcoholic liquor by percentage of gross retail sales, the license holder shall, upon the request of the Liquor Commissioner, provide evidence in a form satisfactory to the Liquor Commissioner that such percentage limitation on sales has not been exceeded.

(R) *Class V license.*

(1) A Class V license shall authorize holders of a Class A, Class B, Class F, Class I or Class N license to operate video gaming devices upon the licensed premises upon receipt of a video gaming license issued by the Illinois Gaming Board in accordance with the provisions of the Video Gaming Act, 230 ILCS 40/1 et seq.

(2) Not more than nine Class V licenses shall be issued. The annual fee for such license shall be \$500 for each terminal located upon the licensed premises. No more than five video gaming terminals shall be located on any premises issued a Class V license.

(3) Upon receipt of proof of the issuance of an Illinois video gaming license, the Village Clerk shall issue a video gaming sticker which shall be affixed to each video gaming terminal in a conspicuous place, readily identifiable upon public inspection. Video gaming stickers shall not be transferable. It is unlawful to operate a video gaming terminal in the village without a valid video gaming sticker affixed thereon.

(4) Any denial or revocation of a video gaming license application by the Illinois Gaming Board shall constitute a revocation of a Class V license.

(5) Every establishment issued a Class V license to operate video gaming shall comply with the provisions of the Illinois Video Gaming Act, 230 ILCS 40/1 et seq., and all rules, regulations and restrictions imposed by the Illinois Gaming Board.

(6) The operation of video gaming terminals shall be not be permitted during the hours alcoholic liquor sales are prohibited as provided in § 11-2-24.

(7) Video gaming shall be located in an area that is restricted to persons over 21 years of age.

SECTION 2:

The Carol Stream Code of Ordinances, Chapter 11, "Intoxicating Liquor", Article 2, "Alcoholic Liquor Dealers", Section 11-2-7, "Classification of Licenses; Number Issued, Fees", is hereby amended by adding a new Subsection (O) which shall read as follows:

(O) *Class R* (Park District Recreation Center Caterer's License) license, which shall authorize the retail sale or the service of alcoholic liquor by the holder of a Class A or B Licensee for consumption on the premises of the Carol Stream Park District Recreation Center in conjunction with the sale of food at a catered event as specified herein. A class R license shall only allow service of alcoholic liquor at catered Park District special events or private special events approved by the Park District where full multiple course meals or buffet style meals are served for consumption at tables, and at which alcoholic liquor may be served or sold with and incidental to the service of food by the Licensee. Any private special event must be approved by the Park District, be prearranged under the sponsorship of a particular person or organization, including but not limited to weddings, graduation parties and similar affairs and cannot be open to members of the general public. Alcoholic liquor shall be consumed only within the room used for the event and no alcoholic liquor shall be served to members of the general public or consumed in areas of the Recreation Center open to the general public or outside the Recreation Center building. No bar area devoted primarily to the service and consumption of alcoholic liquor shall be allowed. The sale and consumption of alcohol shall not be related to any commercial purpose or in connection with the sale of non-alcoholic products or to promote the sale of non-alcoholic products. A Class R Licensee

shall comply with all other requirements of this Article 2. Not more than one Class R license shall be issued. The fee for such license shall be \$500.00 for each year the license is issued in the name of the licensee.

SECTION 3:

The Carol Stream Code of Ordinances, Chapter 11, "Intoxicating Liquor", Article 2, "Alcoholic Liquor Dealers", Section 11-2-24, "Hours, Days of Sale Regulated" is hereby amended to read:

§ 11-2-24 HOURS, DAYS OF SALE REGULATED.

(A) Except as provided herein, no person licensed under this article shall sell, permit to be sold or give away any alcoholic liquor between the following hours:

- (1) 2:00 a.m. and 7:00 a.m. on Saturdays and Sundays;
- (2) 3:00 a.m. and 7:00 a.m. on New Year's Day; and
- (3) 1:00 a.m. and 7:00 a.m. on all other days.

(B) In any premises for which a license to sell alcoholic liquors is held, all alcoholic liquor shall be removed from the tables of patrons, or other places at which patrons are seated, within 30 minutes after the applicable closing times set forth above. In addition, no alcoholic liquor shall be consumed on any such premises 30 minutes after the applicable closing time for such premises set forth above.

(C) With respect to K and L licenses only, mail, telephonically or electronically transmitted orders for sales of alcoholic liquor may be received at any time, but the delivery of alcoholic liquor to the customer shall not occur during the hours set forth in division (A) of this section.

(D) With respect to Class R Licenses, no person licensed under this article shall sell, permit to be sold or give away any alcoholic liquor between the hours of 11:00 p.m. and 7:00 a.m. each day of the week.

SECTION 4:

Those sections, paragraphs and provisions of Chapter 11 of the Carol Stream Code of Ordinances which are not expressly amended or repealed by this Ordinance are hereby re-enacted, and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portion of the Carol Stream Code of Ordinances other than those expressly amended or repealed in Sections 1, 2 and 3 of this Ordinance.

SECTION 5:

The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate other sections or provisions thereof.

SECTION 6:

The provisions of this ordinance shall be in full force and effect upon its passage, approval and publication, in accordance with law.

ADOPTED BY THE MAYOR AND BOARD OF TRUSTEES of the Village of Carol Stream, Illinois, at a regular meeting thereof held on _____, 2014, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this ___ day of _____, 2014.

Frank Saverino, Sr., Mayor

(SEAL)

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream

Interdepartmental Memo

TO: Mayor and Trustees

FROM: Joseph E. Breinig, Village Manager 

DATE: April 15, 2014

RE: Class R Liquor License

The Park District Board of Commissioners approved the consumption of alcohol at the Fountain View Recreation Center. The consumption of alcohol would take place at catered events such as baby or bridal showers, birthday or other parties, and weddings. Village staff and the Village Attorney have been working with staff at the Park District on a liquor license for these types of events. The Park District has advised that they have begun receiving inquiries for events with liquor. Attached for your consideration is an ordinance creating the Class R liquor license for caterers at the Recreation Center.

Key provisions of the proposed Class R license are as follows:

- The sale, service and consumption of liquor are limited to the interior of the Recreation Center.
- The sale, service and consumption of liquor are limited to the hours of 7:00 a.m. to 11:00 p.m., when catered events will end.
- The issuance of Class R licenses is limited to restaurants currently holding Class A or B licenses issued by the Village of Carol Stream.
- Class R licenses are to be issued in conjunction with the sale of food at a catered event.
- Alcohol may either be served or sold (cash bar) at the event.
- Sales or service to the general public is prohibited.
- A bar is not permitted.
- A Class R license is not intended for use at a commercial event.
- The fee for a Class R license is \$500 per year.
- Class R license holders must comply with all other code provisions, including but not limited to BASSET training.

The Park District reviewed the draft ordinance and provided feedback. A list of preferred caterers will be developed by the Park District and those restaurants will be considered in the future for Class R liquor licenses. The fee is less than

other licenses classifications because much of the background work on an applicant will have been done for the Class A or B license and the number of events to be held annually is unknown. A license issued per event was not considered because of the turnaround time needed and potential for conflicts.

Staff recommends approval of the accompanying ordinance prepared by the Village Attorney.

Attachment

cc: Carol Stream Park District

KTJ

KLEIN, THORPE & JENKINS, LTD.
Attorneys at Law

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903
T 312 984 6400 F 312 984 6444

15010 S. Ravinia Avenue, Ste 10
Orland Park, Illinois 60462-5353
T 708 349 3888 F 708 349 1506

www.ktjlaw.com

MEMORANDUM

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

From: James A. Rhodes, Village Attorney

**Re: AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
AMENDMENT TO A LOAN AGREEMENT, A MORTGAGE AND
SECURITY AGREEMENT AND AN ASSIGNMENT OF RENTS AND
LEASES (METALS TECHNOLOGY CORP.).**

Date: April 16, 2014

In 1996, the Village issued an Industrial Revenue Bond Issue for the benefit of Metals Technology Corporation. An Industrial Revenue Bond is a financing method authorized by the Tax Reform Act of 1996, by which a municipality can issue tax exempt bonds in order to assist in economic development for industrial users. The amount of the bonds represent a loan by the Borrower (Metals Technology Corporation). Proceeds of the loan were used to complete the project, in this case the Metals Technology facility. Private investors purchase the bonds which yield an interest rate exempt from federal taxation. Thus the Borrower is able to complete a project due to the lower rate of interest on the loan. The municipality has no liability for the payment of the bonds. The bonds are secured by the Borrower. At the time of issuance of the bonds, the Village entered into certain security and other documents to facilitate the bond issue.

Under the terms of the Bond documents, Bell Investment Partnership executed a Loan Agreement, Mortgage and Security Agreement and an Assignment of Rents and Leases. The Bell Investment Partnership now desires to convert its legal status to a limited liability company to be known as 120 North Investments, LLC. The Limited Liability Company Act, 805 ILCS 180/37-5 et seq. allows for such conversion and provides that after conversion, all debts, liabilities and obligations of the partnership continue as obligations of the limited liability corporation. The attached Ordinance is being proposed and presented for adoption to approve the conversion of the Bell Investment Partnership to 120 North Investments, LLC. Essentially, the Ordinance approves the 5th Amendment to the original Loan Agreement, the amendment to the Mortgage and Security Agreement and the amendment to the Assignment of Rents and Leases. As part of the original issuance of the Bond the Village was a party to each of those agreements and thus the parties are coming to the Village for its approval. We have reviewed each of the documents and find them to be satisfactory and to have no adverse impact on the Village. Under the documents the Village has NO obligation to make any payments of any kind and the Village is not pledging its credit in any way nor is the Village's taxing power in any way affected.

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF
AN AMENDMENT TO A LOAN AGREEMENT, A MORTGAGE AND
SECURITY AGREEMENT AND AN ASSIGNMENT OF RENTS AND LEASES
(METALS TECHNOLOGY CORPORATION).**

WHEREAS, the Village of Carol Stream previously executed, as Issuer, a Loan Agreement, dated as of August 1, 1996, in relationship to the original principal amount of \$4,711,050 Village of Carol Stream, Illinois, Industrial Project Revenue Bond (Metals Technology Corporation Project) (the "Bond"); and

WHEREAS, Bell Investment Partnership, an Illinois general partnership (the "Mortgagee") previously entered into a Mortgage and Security Agreement dated as of August 1, 1996 (the "Mortgage") and an Assignment of Rents and Leases dated as of August 1, 1996 (the "Assignment of Rents and Leases"), each in connection with the Bond and each in favor of the Village of Carol Stream; and

WHEREAS, there have been various amendments to the original documents; and

WHEREAS, the Mortgagee converted into a limited liability company pursuant to the provisions of the Illinois Limited Liability Company Act, as amended, and the name of the converted entity is 120 North Investments, LLC, an Illinois limited liability company; and

WHEREAS, the Village has been asked to execute (i) a Fifth Supplemental Loan Agreement, (ii) a Second Amendment to Mortgage and Security Agreement, and (iii) a Second Amendment to Assignment of Rents and Leases, and the documents describe the relationship between private parties and are intended to clarify certain material in prior documents; and

WHEREAS, the Village of Carol Stream is not itself obligated to make any payments under the Loan Agreement.

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

SECTION 1: The Mayor and Village Clerk are hereby authorized to execute a document known as "Fifth Supplemental Loan Agreement", which document relates to a loan agreement regarding the Metals Technology Corporation Project. A copy of the document for which the authority to execute is hereby given is attached to and made a part of this Ordinance as Exhibit "A."

SECTION 2: The Mayor and Village Clerk are hereby authorized to execute a document known as "Second Amendment to Mortgage and Security Agreement". A copy of the document for which the authority to execute is hereby given is attached to and made a part of this Ordinance as "Exhibit B".

SECTION 3: The Mayor and Village Clerk are hereby authorized to execute a document known as "Second Amendment to Assignment of Rents and Leases". A copy of the document for which the authority to execute is hereby given is attached to and made a part of this Ordinance as "Exhibit C".

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

PASSED this 21st day of April, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this _____ day of _____, _____.

[SEAL]

Mayor

ATTEST:

Village Clerk

EXHIBIT A
FIFTH SUPPLEMENTAL LOAN AGREEMENT

FIFTH SUPPLEMENTAL LOAN AGREEMENT

THIS FIFTH SUPPLEMENTAL LOAN AGREEMENT (this "Amendment"), is made and entered into as of _____, 2014, by and among the VILLAGE OF CAROL STREAM, ILLINOIS, a municipal corporation and home rule unit, organized and existing under the Constitution and laws of the State of Illinois (the "Issuer"), 120 NORTH INVESTMENTS, LLC, an Illinois limited liability company (the "LLC"), METALS TECHNOLOGY CORPORATION, an Illinois corporation (the "Company") (the LLC and the Company are collectively referred to as the "Borrower") and JPMORGAN CHASE BANK, N.A., as successor by merger to BANK ONE, NA (the "Bank").

WITNESSETH:

WHEREAS, the Issuer has previously executed, among other things a Loan Agreement dated as of August 1, 1996, by and among the Issuer and the Borrower (the "Original Loan Agreement"), all for the purpose of issuing its original principal amount \$4,711,050 Village of Carol Stream, Illinois Industrial Project Revenue Bond (Metals Technology Corporation Project), as amended and restated by the Amended and Restated Bond dated as of August 1, 1999 in the original principal amount of \$4,300,609.80, as further amended and restated by the Amended and Restated Bond dated as of August 1, 2004 in the original principal amount of \$3,660,491.80 (as amended, the "Bond"); and

WHEREAS, the loan of the proceeds of the Bond to the Borrower was originally evidenced by a Promissory Note, dated August 29, 1996, from Bell Investment Partnership (the "Partnership") to the Issuer, as amended and restated by the Amended and Restated Promissory Note, dated as of August 1, 1999, from the Partnership to the Issuer, and as further amended and restated by the Amended and Restated Promissory Note, dated August 1, 2004, from the

Partnership to the Issuer (as amended, the "Partnership Note"), and an Amended and Restated Promissory Note, dated August 29, 1996, from the Company to the Issuer, as amended and restated by the Amended and Restated Promissory Note, dated August 1, 1999 from the Company to the Issuer, and as further amended by an Amended and Restated Promissory Note, dated August 1, 2004, from the Company to the Issuer (as amended, the "Company Note" and collectively with the Partnership Note, the "Notes"); and

WHEREAS, pursuant to a First Supplemental Loan Agreement dated as of August 1, 1999 (the "First Supplemental Loan Agreement") by and among the Issuer and the Borrower, the Issuer and the Borrower amended certain provisions of the Original Loan Agreement; and

WHEREAS, pursuant to a Second Supplemental Loan Agreement dated as of August 1, 2004 (the "Second Supplemental Loan Agreement") by and among the Issuer and the Borrower, the Issuer and the Borrower amended certain provisions of the Original Loan Agreement; and

WHEREAS, pursuant to a Third Supplemental Loan Agreement and First Amendment to Amended and Restated Promissory Notes and First Amendment to Amended and Restated Bond dated as of March ____, 2009 (the "Third Supplemental Loan Agreement") by and among the Issuer, the Borrower and the Bank, the description of the interest rate was clarified; and

WHEREAS, pursuant to a Fourth Supplemental Loan Agreement dated as of April 27, 2012 (the "Fourth Supplemental Loan Agreement") by and among the Issuer, the Borrower and the Bank, certain cross-default provisions were clarified; and

WHEREAS, at the request of the Borrower, the Issuer, the Borrower and the Bank intend to amend certain provisions of the Loan Agreement in order to reflect the fact that the Partnership converted into an Illinois limited liability company on _____, 2014, and the name of the converted entity is 120 North Investments, LLC, an Illinois limited liability company; and

WHEREAS, the Original Loan Agreement, as amended and supplemented by the First Supplemental Loan Agreement, the Second Supplemental Loan Agreement, the Third Supplemental Loan Agreement, the Fourth Supplemental Loan Agreement and this Amendment is hereinafter called the "Loan Agreement".

NOW, THEREFORE, the Issuer, the Borrower and the Bank hereby agree to the following amendments and clarifications:

Section 1. Amendment to Loan Agreement. All references to "Bell Investment Partnership" shall be changed to "120 North Investments, LLC, an Illinois limited liability company" and all references to the "Partnership" shall be changed to the "LLC".

Section 2. Consent. The Issuer and the Bank hereby consent to the conversion of Bell Investment Partnership to 120 North Investments, LLC, an Illinois limited liability company and such conversion shall not be deemed an Event of Default under the Loan Agreement.

Section 3. Modification. As of the date of execution hereof and, except as herein specifically amended, the Loan Agreement shall remain in full force and effect in its present form, including, but not limited to the release and indemnification covenants of the Borrower contained in Section 6.4 of the Loan Agreement, and provisions relating to the Issuer's Unassigned Rights (as defined in the Loan Agreement) under Sections 6.4 and 7.5 of the Loan Agreement and under any other documents relating to the issuance and administration of the Bond.

Section 4. Definitions. All capitalized terms appearing within this Amendment that are not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreement.

IN WITNESS WHEREOF, the undersigned have executed this document as indicated below.

VILLAGE OF CAROL STREAM, ILLINOIS

By _____
Mayor

Attest:

By _____
Village Clerk

METALS TECHNOLOGY CORPORATION, an Illinois corporation

By _____
John Bell, President

By _____
Jerome Bell, Jr., Vice President

By _____
Thomas J. Bell, Secretary

120 NORTH INVESTMENTS, LLC, an Illinois limited liability company

By _____
Its Manager

By _____
Its Manager

By _____
Its Manager

JPMORGAN CHASE BANK, N.A., a national banking association

By _____
Its: Vice President

EXHIBIT B

SECOND AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

B. The Mortgagee assigned and pledged to the Prior Lender, as security for the payment of principal and interest on the Bond, all of its right, title and interest in all documents securing payment of the Bond to the Prior Lender, including, without limitation, the Mortgage and Security Agreement dated as of August 1, 1996 from the Bell, the Mortgagor to the Mortgagee and recorded with the Recorder of DuPage County on September 4, 1996 as document number R96-144593 and amended by that certain Amendment to Mortgage Security Agreement dated as of April 27, 2012 and recorded with the Recorder of DuPage County on June 28, 2012 as document number R2012-083236 (the "Mortgage").

C. Pursuant to the terms of the Loan Agreement, the Mortgagee and Metals Tech requested that the Prior Lender sell the Bond to JPMorgan Chase Bank, N.A., a national banking association, as successor to Bank One, N.A. (the "Lender").

D. In connection with the transfer of the Bond, the Prior Lender and the Lender entered into an Assignment and Assumption Agreement dated as of August 1, 2004 pursuant to which the Prior Lender assigned its interest in, to and under the Bond, the Loan Agreement and other documents securing payment of the Bond to the Lender, including, without limitation, the Mortgage.

E. The Bell Investment Partnership, Mortgagor, converted from an Illinois general partnership to a limited liability company pursuant to the provisions of the Illinois Limited Liability Company Act, as amended, and the name of the converted entity is 120 North Investments, LLC, an Illinois limited liability company.

F. The Mortgagor and the Mortgagee agree to amend the Mortgage to change the name of the Mortgagor to 120 North Investments, LLC, an Illinois limited liability company.

NOW, THEREFORE, in consideration of the foregoing and the mutual undertakings herein set forth, the parties hereto agree as follows:

I. RECITALS

The foregoing recitals are hereby adopted by the parties hereto and made a part hereof and are binding upon the parties.

II. AMENDMENT TO MORTGAGE The parties agree that the Mortgage is amended in all respects necessary to provide that the name of the Mortgagor is 120 North Investments, LLC, an Illinois limited liability company. All references to "Bell Investment Partnership" shall be changed to "120 North Investments, LLC, an Illinois limited liability company," and all references to the "Partnership" shall be changed to the "LLC".

III. WAIVER AND DISCLAIMER

A. Waiver and Release of Claims. The Mortgagor represents to the Mortgagee that it has no defenses, setoffs, claims or counterclaims of any kind or nature whatsoever directly against the Mortgagee or the Lender in connection with the Mortgage or any extensions or modifications thereof. Without limiting the generality of the foregoing, and in consideration of Mortgagee's agreements hereunder, and to the extent permitted by law, the Mortgagor hereby releases and forever discharges the Mortgagee or the Lender, their affiliates and each of their officers, agents, employees, attorneys, insurers, successors and assigns (collectively the "Released Parties"), from and against any and all liabilities, rights, claims, losses, expenses, or causes of action, known or unknown, arising out of any action or inaction by any of the Released Parties to the date hereof with respect to the Mortgage or any extensions or modifications thereof, or any such matter in any way related thereto or arising in conjunction therewith. The Mortgagor also waives, releases, and forever discharges the Released Parties and each of them from and against any and all known or unknown rights to setoff, defenses, claims, counterclaims, causes of action or any other bar to the enforcement of this Amendment, the Mortgage, or any extensions or modifications thereof, to the extent permitted by law.

B. Disclaimer of Reliance. The Mortgagor expressly disclaims any reliance on any oral representation made by the Mortgagee with respect to the subject matter of this Amendment.

IV. MISCELLANEOUS

A. Counterparts. This Amendment may be executed in as many counterparts as may be deemed necessary or convenient, each of which, when so executed, shall be deemed an original but all such counterparts shall constitute but one and the same agreement.

B. Original Documents. Except as otherwise specifically modified or amended by the terms of this Amendment, the Mortgage, as amended from time to time, and all provisions contained therein, respectively, shall continue in full force and effect.

IN WITNESS WHEREOF, each of Mortgagor and Mortgagee has caused these presents to be signed as of the day and year first above written.

MORTGAGOR:

120 NORTH INVESTMENTS, LLC

By _____
John Bell, Manager

By _____
Jerome Bell, Jr., Manager

By _____
Thomas J. Bell, Manager

MORTGAGEE:

VILLAGE OF CAROL STREAM,
ILLINOIS

By: _____
Name: _____
Title: _____

CONSENTED TO BY:

JPMORGAN CHASE BANK, N.A.

By: _____
Andrew Lapp, Vice President

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that John Bell, a Manager of 120 North Investments, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

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

Notary Public

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that Jerome Bell, Jr., a Manager of 120 North Investments, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

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

Notary Public

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that Thomas J. Bell, a Manager of 120 North Investments, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

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

Notary Public

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that _____, the _____ of THE VILLAGE OF CAROL STREAM, ILLINOIS, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as her/his free and voluntary act and as the free and voluntary act of said municipality, for the uses and purposes therein set forth.

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

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

LOT 1 IN METALS TECHNOLOGY CORP. PHILLIPS COURT CONSOLIDATION,
A SUBDIVISION OF PART OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF
SECTION 33, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED
NOVEMBER 30, 1995, AS DOCUMENT R95-168286.

COMMONLY KNOWN AS: 575 PHILLIPS DRIVE
CAROL STREAM, ILLINOIS 60188

PERMANENT INDEX NO.: 02-33-301-003
02-33-301-024

EXHIBIT C

SECOND AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES

(Above space for Recorder's Use Only)

THIS INSTRUMENT PREPARED BY:) Laurie M. Miller, Esq.
) Ice Miller LLP
) 2300 Cabot Drive
 MAIL TO:) Suite 455
) Lisle, Illinois 60532

SECOND AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES

This Second Amendment to Assignment of Rents and Leases (this "Amendment"), made, as of the 25th day of April, 2014, by and between the VILLAGE OF CAROL STREAM, ILLINOIS, an Illinois municipal corporation and home rule unit, organized and existing under the Constitution and laws of the State of Illinois (together with its successor and assigns, the "Assignee") and 120 NORTH INVESTMENTS, LLC, an Illinois limited liability company (together with its successors and assigns, the "LLC").

WITNESSETH:

A. The Assignee previously issued its Industrial Project Revenue Bond (Metals Technology Project) in the original principal amount of \$4,711,050 (the "Bond") and the proceeds of the Bond were loaned to Bell Investment Partnership ("Bell") and Metals Technology Corporation, an Illinois corporation ("Metals Tech") by the Assignee pursuant to a Loan Agreement dated as of August 1, 1996, as amended from time to time (the "Loan Agreement") among the Assignee, Bell, as Assignor, and Metals Tech and the Bond was purchased by First American Bank (the "Prior Lender").

B. The Assignee assigned and pledged to the Prior Lender, as security for the payment of principal and interest on the Bond, all of its right, title and interest in all documents securing payment of the Bond to the Prior Lender, including, without limitation, the Assignment of Rents and Leases dated as of August 1, 1996 from Bell to the Assignee and recorded with the 1996 as document number R96-144594 and amended by that certain Amendment to Assignment of Rents and Leases dated as of April 27, 2012 and recorded with the Recorder of DuPage County on June 28, 2012 as document number R2012-083237 (the "Assignment").

C. Pursuant to the terms of the Loan Agreement, the Assignee and Metals Tech requested that the Prior Lender sell the Bond to JPMorgan Chase Bank, N.A., a national banking association, as successor to Bank One, N.A. (the "Lender").

D. In connection with the transfer of the Bond, the Prior Lender and the Lender entered into an Assignment and Assumption Agreement dated as of August 1, 2004 pursuant to which the Prior Lender assigned its interest in, to and under the Bond, the Loan Agreement and other documents securing payment of the Bond to the Lender, including, without limitation, the Assignment.

E. Bell converted from an Illinois general partnership to a limited liability company pursuant to the provisions of the Illinois Limited Liability Company Act, as amended, and the name of the converted entity is 120 North Investments, LLC, an Illinois limited liability company.

F. The LLC and the Assignee agree to amend the Assignment of Rents and Leases to change the name of the Assignor from Bell Investment Partnership to 120 North Investments, LLC, an Illinois limited liability company.

NOW, THEREFORE, in consideration of the foregoing and the mutual undertakings herein set forth, the parties hereto agree as follows:

I. RECITALS

The foregoing recitals are hereby adopted by the parties hereto and made a part hereof and are binding upon the parties.

II. AMENDMENT TO ASSIGNMENT The parties agree that the Assignment is amended in all respects necessary to provide that the name of the Assignor is 120 North Investments, LLC, an Illinois limited liability company. All references to "Bell Investment Partnership" shall be changed to "120 North Investments, LLC, an Illinois limited liability company," and all references to the "Partnership" shall be changed to the "LLC".

III. WAIVER AND DISCLAIMER

A. Waiver and Release of Claims. The Assignor represents to the Assignee that it has no defenses, setoffs, claims or counterclaims of any kind or nature whatsoever directly against the Assignee or the Lender in connection with the Assignment or any extensions or modifications thereof. Without limiting the generality of the foregoing, and in consideration of Assignee's agreements hereunder, and to the extent permitted by law, the Assignor hereby releases and forever discharges the Assignee or the Lender, their affiliates and each of their officers, agents, employees, attorneys, insurers, successors and assigns (collectively the "Released Parties"), from and against any and all liabilities, rights, claims, losses, expenses, or causes of action, known or unknown, arising out of any action or inaction by any of the Released Parties to the date hereof with respect to the Assignment or any extensions or modifications thereof, or any such matter in any way related thereto or arising in conjunction therewith. The Assignor also waives, releases, and forever discharges the Released Parties and each of them from and against any and all known or unknown rights to setoff, defenses, claims, counterclaims, causes of action or any other bar to the enforcement of this Amendment, the Assignment, or any extensions or modifications thereof, to the extent permitted by law.

B. Disclaimer of Reliance. The Assignor expressly disclaims any reliance on any oral representation made by the Assignee with respect to the subject matter of this Amendment.

IV. MISCELLANEOUS

A. Counterparts. This Amendment may be executed in as many counterparts as may be deemed necessary or convenient, each of which, when so executed, shall be deemed an original but all such counterparts shall constitute but one and the same agreement.

B. Original Documents. Except as otherwise specifically modified or amended by the terms of this Amendment, the Assignment, as amended from time to time, and all provisions contained therein, respectively, shall continue in full force and effect.

IN WITNESS WHEREOF, the LLC, as Assignor and Assignee has caused these presents to be signed as of the day and year first above written.

ASSIGNOR:

120 NORTH INVESTMENTS, LLC

By _____
John Bell, Manager

By _____
Jerome Bell, Jr., Manager

By _____
Thomas J. Bell, Manager

ASSIGNEE:

VILLAGE OF CAROL STREAM,
ILLINOIS

By: _____
Frank Saverino, Sr., Mayor

CONSENTED TO BY:

JPMORGAN CHASE BANK, N.A.

By: _____
Andrew Lapp, Vice President

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that John Bell, a Manager of 120 North Investments, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

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

Notary Public

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that Jerome Bell, Jr., a Manager of 120 North Investments, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

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

Notary Public

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that Thomas J. Bell, a Manager of 120 North Investments, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

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

Notary Public

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that Frank Saverino, Sr., the Mayor of THE VILLAGE OF CAROL STREAM, ILLINOIS, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said municipality, for the uses and purposes therein set forth.

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

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

LOT 1 IN METALS TECHNOLOGY CORP. PHILLIPS COURT CONSOLIDATION,
A SUBDIVISION OF PART OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF
SECTION 33, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED
NOVEMBER 30, 1995, AS DOCUMENT R95-168286.

COMMONLY KNOWN AS: 575 PHILLIPS DRIVE
 CAROL STREAM, ILLINOIS 60188

PERMANENT INDEX NO.: 02-33-301-003
 02-33-301-024

ORDINANCE NO. 2014-__-__

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR PLANNED UNIT DEVELOPMENT AND A PRELIMINARY/FINAL PLANNED UNIT DEVELOPMENT PLAN IN THE B-4 OFFICE, RESEARCH AND INSTITUTIONAL BUILDING DISTRICT (WHEATON CHRISTIAN CENTER/GRACE PLAZA - 610 E. NORTH AVENUE)

WHEREAS, Wheaton Christian Center, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a Special Use Permit for *Planned Unit Development* in accordance with Section 16-9-5(C)(1) of the Carol Stream Zoning Code, and approval of a Preliminary/Final Planned Unit Development Plan in accordance with Sections 16-16-3, 16-16-4 and 16-16-8 of the Carol Stream Zoning Code, for the property legally described in Section 2 herein and commonly known as 610 E. North Avenue, Carol Stream, Illinois; and

WHEREAS, pursuant to Section 16-15-8 of the Carol Stream Code of Ordinances, the Combined Plan Commission/Zoning Board of Appeals at a regular meeting thereof, held a public hearing on the above petition on April 14, 2014, following proper legal notice of said public hearing, after which by a vote of 7-0, the Plan Commission recommended to the Mayor and Board of Trustees of the Village that the Special Use Permit for *Planned Unit Development* and the Preliminary/Final Planned Unit Development Plan be approved; and

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

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

SECTION 1:

The Mayor and Board of Trustees of the Village, after examining the Petition for a Special Use Permit for *Planned Unit Development* and the Preliminary/Final Planned Unit Development Plan, and the Findings and Recommendations of the Combined Plan

Commission/Zoning Board of Appeals, have determined and find that the requested Special Use Permit and Preliminary/Final Planned Unit Development Plan:

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

SECTION 2:

The Special Use Permit and Preliminary/Final Planned Unit Development Plan are hereby approved and granted subject to the conditions set forth in Section 3, upon the real estate commonly known as 610 E. North Avenue, Carol Stream, Illinois, and legally described as follows:

LEGAL DESCRIPTION:

PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DU PAGE COUNTY, STATE OF ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT A POINT ON THE NORTH LINE OF SAID QUARTER SECTION WHICH IS 321 FEET EAST OF THE NORTHWEST CORNER OF SAID QUARTER SECTION AND WHICH POINT OF BEGINNING IS IN THE RIGHT OF WAY OF NORTH AVENUE (STATE ROUTE 64) AND IS ALSO AT THE NORTHEAST CORNER OF A TRACT OF LAND KNOWN AS THE HAMLET RESTAURANT TRACT; AND FROM SAID POINT OF BEGINNING CONTINUING THENCE EASTERLY ALONG THE NORTH LINE OF SAID QUARTER SECTION A DISTANCE OF 720 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID

QUARTER SECTION A DISTANCE OF 822.88 FEET, THENCE WESTERLY TO A POINT ON THE WEST LINE OF SAID QUARTER SECTION WHICH IS 830.54 FEET SOUTH (MEASURED ALONG SAID WEST LINE) OF THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH ALONG THE WEST LINE OF SAID QUARTER SECTION A DISTANCE OF 170 FEET TO THE SOUTHWEST CORNER OF A TRACT KNOWN AS THE HAMLET RESTAURANT TRACT; THENCE EAST ALONG THE SOUTH LINE OF SAID HAMLET RESTAURANT TRACT A DISTANCE OF 321.33 FEET TO THE SOUTHEAST CORNER OF SAID HAMLET RESTAURANT TRACT (WHICH POINT IS 167.93 FEET NORTH OF THE SOUTH LINE OF THE TRACT HEREBY BEING DESCRIBED); THENCE NORTH PARALLEL TO THE WEST LINE OF SAID QUARTER SECTION (AND BEING ALONG THE EAST LINE OF SAID HAMLET RESTAURANT TRACT) A DISTANCE OF 660.25 FEET TO THE PLACE OF BEGINNING, CONTAINING 14.89 ACRES, MORE OR LESS, IN DU PAGE COUNTY, ILLINOIS.

SECTION 3:

The approval of the Special Use Permit for *Planned Unit Development* and the Preliminary/Final Planned Unit Development Plan, herein, are subject to the improvements being constructed and maintained in accordance with the attached plans, including the Preliminary/Final PUD Plan (Exhibit A), Landscape Plan (Exhibits B-1 and B-2), Building Elevation and Rendering (Exhibits C-1 and C-2), and Signage Plans (Exhibits D-1, D-2 and D-3) prepared by NIA Architects, Inc., 850 W. Jackson Boulevard, Suite 600, Chicago, Illinois 60607; Planning Resources Inc., 402 West Liberty Drive, Wheaton, Illinois 60187; and Doyle General Sign Contractors, 232 Interstate Road, Addison, Illinois 60101, and are also subject to the following conditions:

1. That the Village will not issue the required permit for the construction of the new ground signs until the parking lot improvements are complete, including the base repair, resurfacing and restriping of the main parking lot, patching, sealcoating and restriping of the outlot areas, installation of new curbed landscape islands as shown on the PUD Plan, installation of new landscape materials as shown on the Landscape Plan including the materials shown along the front (north) property line, and installation of the new parking lot light poles and fixtures;
2. That as part of the required permit for the parking lot resurfacing, WCC must submit an interim parking lot striping plan for the restriping of the outlot areas, so that staff can verify that the striping of these areas will coordinate with the new striping and traffic circulation patterns in the new main parking lot;

3. That WCC must obtain permits from the DuPage County Division of Transportation or the Illinois Department of Transportation for any work within County or State rights-of-way;
4. That the photometric plan must be revised prior to WCC's submittal of the building permit application for parking lot lighting to comply with the commercial property foot candle lighting standards (2.0), and also to not exceed the maximum permissible light spillage on adjacent properties, as set forth in the Subdivision Code, §7-4-24(D) and (E);
5. That all improvements, including the building elevation modifications, roof top mechanical unit screening, trash enclosure, and signs, must be constructed in accordance with the materials and specifications as shown on the attached plans and exhibits;
6. That all trash dumpsters and recycling containers placed outdoors must be kept within the trash enclosures, and that the enclosure gates must be closed and latched at all times, except when trash containers are being accessed by employees or emptied by the trash collection service;
7. That the existing rooftop mechanical unit, and any new rooftop mechanical units located within the 400-foot North Avenue Corridor zone on the property must be fully screened by parapet walls or equipment screens;
8. That the landscape materials must be installed as shown on the attached landscape plan, and that all materials must be maintained in a healthy condition, with dead or dying materials being replaced in accordance with the approved plan on an annual basis;
9. That parking spaces must be striped in accordance with the Village's looped striping detail;
10. That with respect to the cross access driveway connection to the adjacent *Shoppes at Carol Stream* shopping plaza, WCC must agree to cooperate with the adjacent property owner on this improvement, but the Village does not hold WCC financially responsible for the design or construction of the cross access driveway connection;
11. That no more than 72 square feet of the new North Avenue commercial identification sign may be utilized by WCC or ancillary uses thereof;
12. That the applicant must apply for and obtain the required permits for all signs prior to the construction of any signs;
13. That prior to construction of the any building on the proposed future outlot, plans must be submitted for review and approval by the Plan Commission and Village Board; and
14. That the building and property shall be operated and maintained in accordance with all applicable state, county and village codes and requirements.

SECTION 4:

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

SECTION 5:

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

PASSED AND APPROVED THIS 21st DAY OF APRIL 2014.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

ATTEST:

Beth Melody, Village Clerk

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

Date

owner/party in interest

SITE DATA

COMPONENT	AREA (SQ.FT.)	AREA (ACRES)	PERCENT
BUILDING AREA	122,000	2.80	21.37
OUT LOT 1	11,514	0.26	0.02
OUT LOT 2	12,218	0.28	0.02
OUT LOT 3	8,511	0.19	0.01
PAVING AREA	289,738	6.65	50.76
LANDSCAPE AREA	126,866	2.91	22.21
TOTAL SITE AREA	570,845	13.104	100.00

STANDARD	NO.
STANDARD (9'-5" Wx18'L) MAIN LOT	734
ADA (11'-0" Wx18'L) MAIN LOT	70
STANDARD (9'-5" Wx18'L) OUT LOT 1	44
ADA (11'-0" Wx18'L) OUT LOT 1	2
STANDARD (9'-5" Wx18'L) OUT LOT 2	42
ADA (11'-0" Wx18'L) OUT LOT 2	2
STANDARD (9'-5" Wx18'L) OUT LOT 3	48
ADA (11'-0" Wx18'L) OUT LOT 3	2
STANDARD (9'-5" Wx18'L) WEST SCHOOL	14
ADA (11'-0" Wx18'L) WEST SCHOOL	1
STANDARD (9'-5" Wx18'L) EAST OF BLDG	27
STANDARD TOTAL (9'-5" Wx18'L)	407
ADA TOTAL (11'-0" Wx18'L)	32
TOTAL (MAIN BUILDING, LOTS 1,2,3)	424

MAIN PARKING LOT			
	AREA (SQ.FT.)	% REQUIRED	% PROVIDED
TOTAL LOT AREA	160,624		
PARKING LOT LANDSCAPE AREA	18,792	10.00	11.68

AREAS OF PRELIMINARY REVIEW

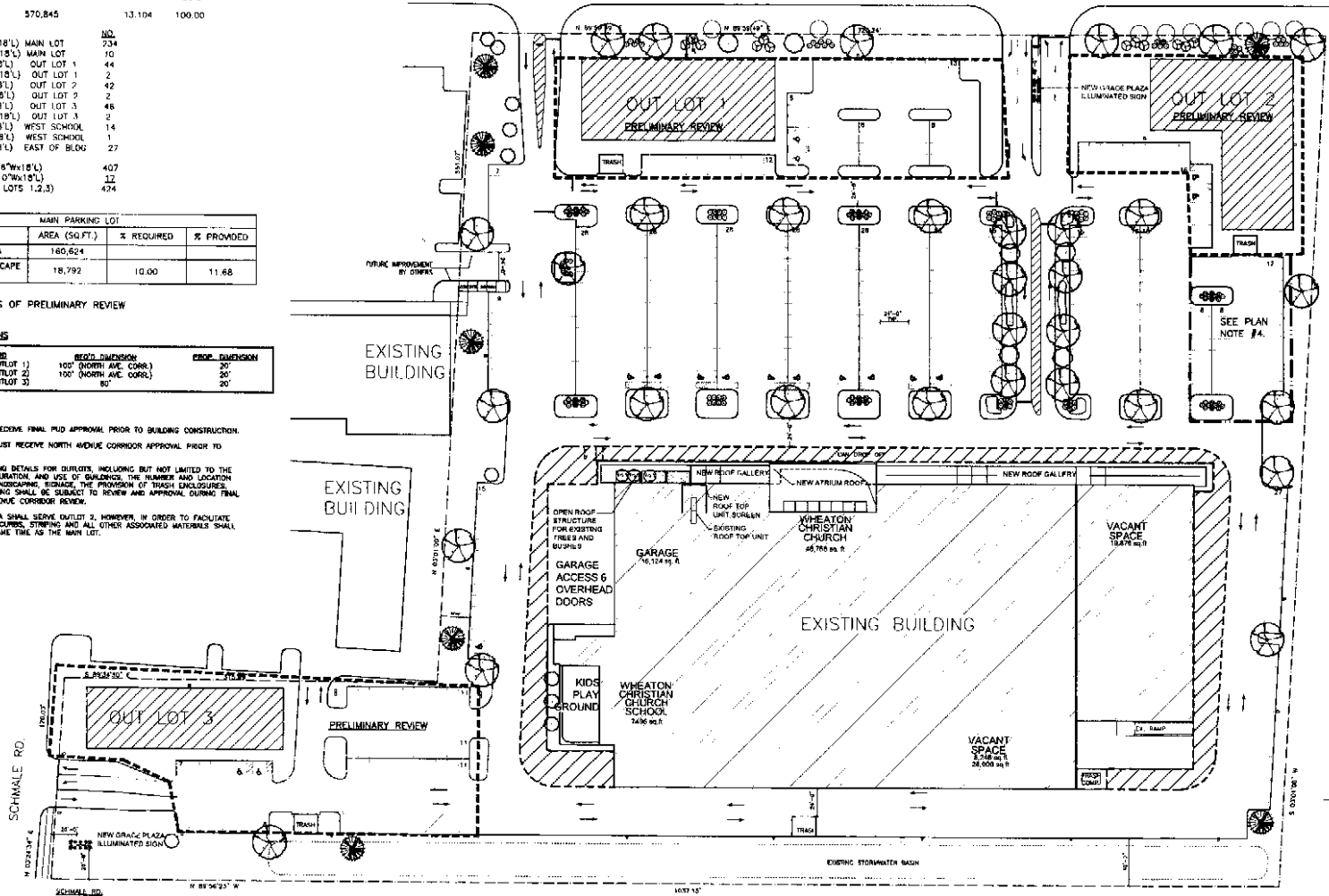
TABLE OF EXEMPTIONS

BULK STANDARD	REQ'D DIMENSION	PROP. DIMENSION
FRONT SETBACK (OUTLOT 1)	100' (NORTH AVE CORN.)	20'
FRONT SETBACK (OUTLOT 2)	100' (NORTH AVE CORN.)	20'
FRONT SETBACK (OUTLOT 3)	80'	20'

P.U.D. PLAN NOTES:

- ALL OUTLOTS MUST RECEIVE FINAL PUD APPROVAL PRIOR TO BUILDING CONSTRUCTION.
- OUTLOTS 1 AND 2 MUST RECEIVE NORTH AVENUE CORRIDOR APPROVAL PRIOR TO BUILDING CONSTRUCTION.
- THE SITE AND BUILDING DETAILS FOR OUTLOTS INCLUDING BUT NOT LIMITED TO THE MATERIALS, SIZE, CONFIGURATION, AND USE OF BUILDINGS, THE NUMBER AND LOCATION OF PARKING SPACES, LANDSCAPING, SIGNAGE, THE PROVISION OF TRASH ENCLOSURES, AND EQUIPMENT SCREENING SHALL BE SUBJECT TO REVIEW AND APPROVAL DURING FINAL PUD AND/OR NORTH AVENUE CORRIDOR REVIEW.
- PARKING IN THIS AREA SHALL SERVE OUTLOT 2, HOWEVER, IN ORDER TO FACILITATE CONSTRUCTION, PARKING CURBS, STRIPING AND ALL OTHER ASSOCIATED MATERIALS SHALL BE INSTALLED AT THE SAME TIME AS THE MAIN LOT.

**NORTH AVENUE
PROPOSED LANDSCAPE DESCRIPTION**
SIGN SURROUNDED BY PREMIUM BROWN MULCH
(3 FT. OF MULCH EACH SIDE)
- SIGN FLANKED BY WILD GRASS ON EACH END
- 5 PAINS WILL BE PLANTED EACH FALL
(3 IN FRONT AND 2 ON THE BACKSIDE OF SIGN).



SCHMALE RD. PROPOSED LANDSCAPE DESCRIPTION
SIGN SURROUNDED BY PREMIUM BROWN MULCH (3 FT. OF MULCH EACH SIDE)
SIGN FLANKED BY WILD GRASS ON EACH END
- 5 PAINS WILL BE PLANTED EACH FALL (3 IN FRONT AND 2 ON THE BACKSIDE OF SIGN)

1 PRELIMINARY/ FINAL PUD PLAN
SCALE: 1" = 40'-0"



Exhibit A

nia
nia architects inc
810 W. JACKSON Blvd.
SUITE 600
CHICAGO, IL 60607
t 312.431.9515
f 312.475.9218
www.niaarch.com

dbHMS
dbHMS
200 N. LAUREL ST.
CHICAGO, IL 60607
t 312.431.9515
f 312.475.9218
www.dbhms.com

PLANNING RESOURCES INC
PLANNING RESOURCES INC
200 N. LAUREL ST.
CHICAGO, IL 60607
t 312.431.9515
f 312.475.9218
www.planningresources.com

NO.	DATE	BY	DESCRIPTION
1	04/27/11	ML/ML	DESIGN FOR BULK
2	05/17/11	ML/ML	REVISIONS
3	05/17/11	ML/ML	REVISIONS
4	05/17/11	ML/ML	DESIGN FOR BULK

NO.	DATE	BY	DESCRIPTION
1	04/27/11	ML/ML	DESIGN FOR BULK
2	05/17/11	ML/ML	REVISIONS
3	05/17/11	ML/ML	REVISIONS
4	05/17/11	ML/ML	DESIGN FOR BULK

WHEATON CHRISTIAN CHURCH CENTER
610 E. NORTH AVE,
CAROL STREAM, ILLINOIS

P.U.D. 1.0

1.0

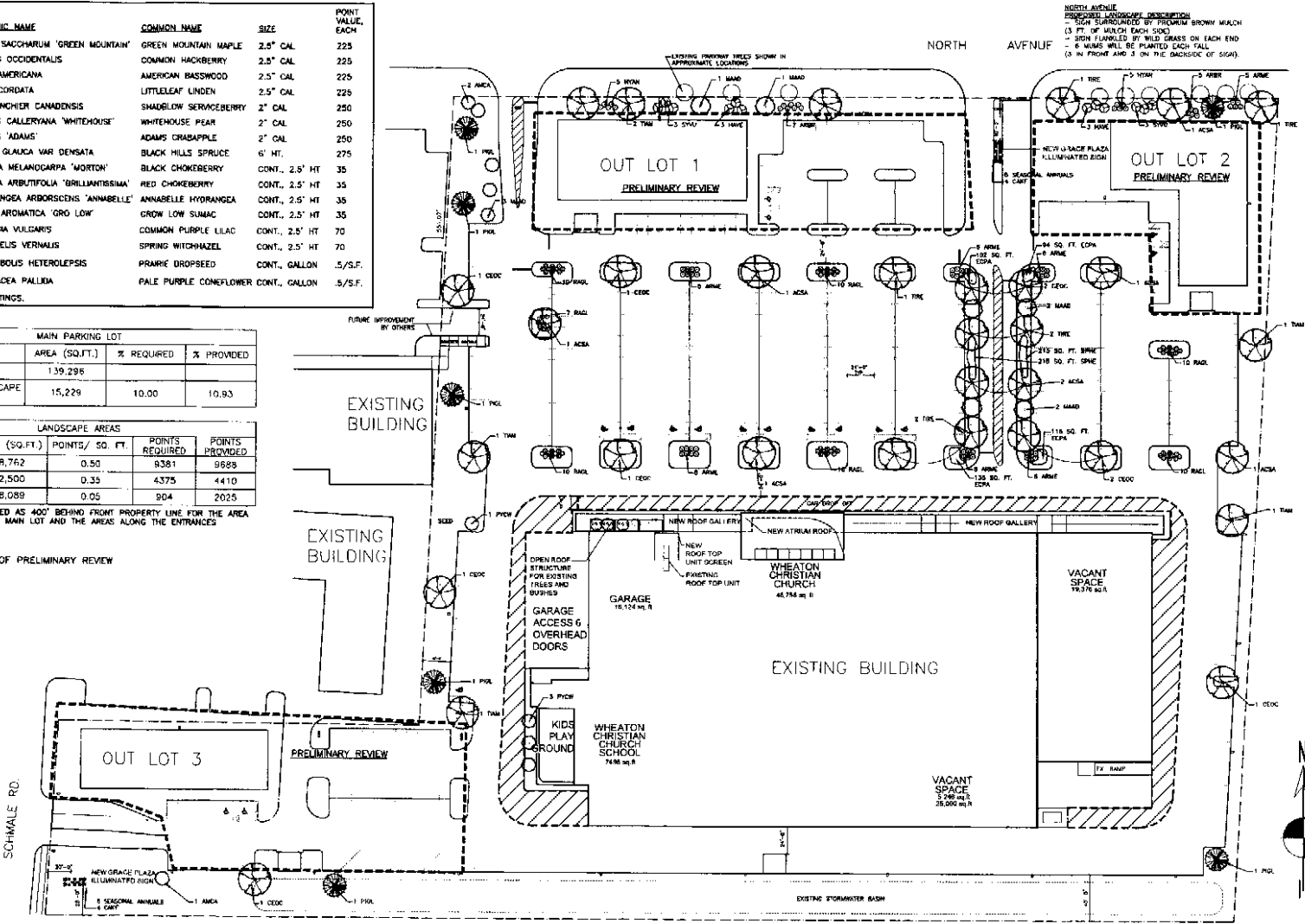
PLANT SCHEDULE					
QTY	SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE	POINT VALUE, EACH
10	ACSA	ACER SACCHARUM 'GREEN MOUNTAIN'	GREEN MOUNTAIN MAPLE	2.5' CAL	225
11	CEOC	CELTIS OCCIDENTALIS	COMMON HACKBERRY	2.5' CAL	225
6	TIAM	TIKA AMERICANA	AMERICAN BASSWOOD	2.5' CAL	225
7	TIRE	TIKA CORDATA	LITTLELEAF LINDEN	2.5' CAL	225
5	AMCA	AMELANCHIER CANADENSIS	SHADBLOW SERVICEBERRY	2" CAL	250
4	PIYOW	PYRUS CALLERYANA 'WHITEHOUSE'	WHITEHOUSE PEAR	2" CAL	250
12	MAAD	MALUS 'ADAMS'	ADAMS CRABAPPLE	2" CAL	250
7	PIGL	PICEA GLAUCA VAR DENSATA	BLACK HILLS SPRUCE	6' HT.	275
45	ARME	ARONIA MELANOCARPA 'MORTON'	BLACK CHOKEBERRY	CONT., 2.5' HT	35
12	ARBR	ARONIA ARBUTIFOLIA 'BRILLIANTISSIMA'	RED CHOKEBERRY	CONT., 2.5' HT	35
10	HYAN	HYDRANGEA ARBORSCEENS 'ANNABELLE'	ANNABELLE HYDRANGEA	CONT., 2.5' HT	35
80	RAGL	RHUS AROMATICA 'GRO LOW'	GROW LOW SUMAC	CONT., 2.5' HT	35
6	SYVAJ	SYRINGIA VULGARIS	COMMON PURPLE LILAC	CONT., 2.5' HT	70
8	HAVE	HAMMELIS VERNALIS	SPRING WITCHHAZEL	CONT., 2.5' HT	70
4305.F.	SPHE	SPOROBOLUS HETEROLEPSIS	PRAMIE DROPSOED	CONT., GALLON	.5/S.F.
4475.F.	ECPA	ECHINACEA PALLIDA	PALE PURPLE CONEFLOWER	CONT., GALLON	.5/S.F.
12	SEASONAL PLANTINGS.				

MAIN PARKING LOT			
	AREA (SQ.FT.)	% REQUIRED	% PROVIDED
TOTAL LOT AREA	139,296		
PARKING LOT LANDSCAPE AREA	15,229	10.00	10.93

LANDSCAPE AREAS				
CATEGORY	AREA (SQ.FT.)	POINTS/ SQ. FT.	POINTS REQUIRED	POINTS PROVIDED
PARKING LOT	18,762	0.50	9381	9888
SETBACK	12,500	0.35	4375	4410
OPEN SPACE*	18,089	0.05	904	2025

*OPEN SPACE CALCULATED AS 400' BEHIND FRONT PROPERTY LINE FOR THE AREA EAST AND WEST OF THE MAIN LOT AND THE AREAS ALONG THE ENTRANCES

--- AREAS OF PRELIMINARY REVIEW



SCHMALE DEL
PROPOSED LANDSCAPE DISTRIBUTION
- SIGN SURROUNDED BY
FRONTIUM BROWN MULCH
(3 FT. OF MULCH EACH SIDE)
- SIGN FLANKED BY WILD
GRASS ON EACH END
- 6 MUMS WILL BE PLANTED
EACH FALL (3 IN FRONT AND
3 ON THE BACKSIDE OF SIGN).

1 LANDSCAPE PLAN
SCALE: 1" = 40'-0"



Exhibit B-1

NORTH AVENUE
PROPOSED LANDSCAPE DISTRIBUTION
- SIGN SURROUNDED BY FRONTIUM BROWN MULCH
(3 FT. OF MULCH EACH SIDE)
- SIGN FLANKED BY WILD GRASS ON EACH END
- 6 MUMS WILL BE PLANTED EACH FALL
(3 IN FRONT AND 3 ON THE BACKSIDE OF SIGN).

nia
116 W. JACKSON Blvd.
Suite 600
Chicago IL 60607
773.476.9515
773.476.8238
www.niamch.com

dbHMS
116 W. JACKSON Blvd.
Suite 600
Chicago IL 60607
773.476.9515
773.476.8238
www.dbhms.com

PLANNING RESOURCES INC.
116 W. JACKSON Blvd.
Suite 600
Chicago IL 60607
773.476.9515
773.476.8238
www.planningresources.com

DATE	BY	REVISION
02/27/23	DBH	REVISED FOR PERMITS
02/17/23	DBH	REVISED FOR PERMITS
02/17/23	DBH	REVISED FOR PERMITS
02/17/23	DBH	REVISED FOR PERMITS
02/17/23	DBH	REVISED FOR PERMITS

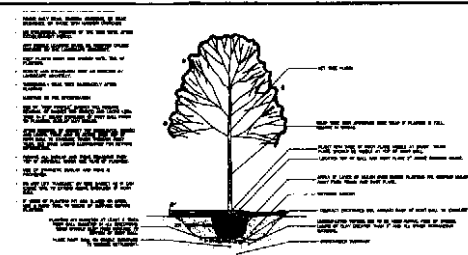
WHEATON CHRISTIAN CHURCH CENTER
610 E. NORTH AVE.
CAROL STREAM, ILLINOIS

L-1.0

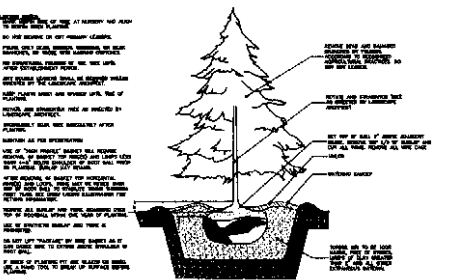
**LANDSCAPE PLAN
GENERAL NOTES:**

- A) THE LANDSCAPE CONTRACTOR SHALL COMPLY WITH ALL PROVISIONS AND DIRECTIONS OF THE GENERAL NOTES.
- B) THE LANDSCAPE CONTRACTOR SHALL PROTECT ALL WORK FROM DAMAGE BY OTHER UNTIL THE WORK IS COMPLETE AND ACCEPTED BY THE CITY.
- C) THE LANDSCAPE CONTRACTOR SHALL VERIFY SITE CONDITIONS BEFORE PROCEEDING WITH WORK.
- E) EXACT LOCATION OF ALL UNDERGROUND UTILITIES SHALL BE DETERMINED AND IDENTIFIED IN THE FIELD BY THE LANDSCAPE CONTRACTOR.
- F) THE CONTRACTOR SHALL AVOID ALL EXISTING UTILITIES—UNDERGROUND AND OVERHEAD WHERE APPLICABLE. WHERE UNDERGROUND UTILITIES EXIST, FIELD ADJUSTMENTS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. NEITHER THE OWNER NOR THE LANDSCAPE ARCHITECT ASSUMES ANY RESPONSIBILITY WHATSOEVER IN RESPECT TO THE CONTRACTOR'S ACCURACY IN LOCATING THE INDICATED PLANT MATERIAL.
- G) ALL PLANT MATERIALS SHALL CONFORM TO THE LATEST EDITION OF AMERICAN STANDARD FOR NURSERY STOCK AS PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION, 230 SOUTHERN BUILDING, WASHINGTON D.C. 20005 (ANSI Z603).
- H) ALL PLANTS OF THE SAME SPECIES SHALL BE OBTAINED FROM THE SAME NURSERY SOURCE.
- I) THE LANDSCAPE CONTRACTOR SHALL STAKE THE LOCATION OF ALL TREES AND OTHER LANDSCAPE FEATURES FOR APPROVAL BY THE LANDSCAPE ARCHITECT AND SHALL CHECK FOR CORRECT BRACING BEFORE PLANTING.
- J) THE CONTRACTOR SHALL GIVE AT LEAST 48 HOURS NOTICE TO THE LANDSCAPE ARCHITECT AS EACH PHASE OF WORK IS UNDERTAKEN PRIOR TO PLANTING OPERATIONS SO THAT THE LANDSCAPE ARCHITECT CAN BE PRESENT TO VERIFY PLANTS IMMEDIATELY PRIOR TO PLANTING. IF NOTICE IS NOT GIVEN BY THE CONTRACTOR, HE SHALL REMOVE/REPLACE PLANTS AS DIRECTED BY THE LANDSCAPE ARCHITECT AT HIS OWNERS RISK AND AT HIS OWNERS EXPENSE.
- K) THE CONTRACTOR SHALL PROVIDE A CULTIVATED EDGE AROUND ALL PLANTING BEDS. TREES THAT ARE LOCATED NEAR SHRUBS/PERENNIAL CLUSTERS SHOULD BE INCLUDED IN THE CULTIVATED EDGE. BED EDGES ARE TO BE SMOOTH IN SHAPE AND CURVED WITH NO ABRUPT SHARP ANGLES.
- L) ALL PLANT MATERIAL SHALL BEAR THE SAME RELATIONSHIP TO THE NEW GRADE AS IT BORE TO THE GRADE AT THE NURSERY.
- M) PRUNE BROKEN OR CROSS BRANCHING AT THE TIME OF PLANTING. DO NOT REMOVE LEADERS.
- N) FOR TREES PLANTED IN TURF AREAS, THE LANDSCAPE CONTRACTOR SHALL PROVIDE A 6" DIA. SHARDED HARDWOOD BARK MULCH RING (REMOVE EXISTING TURF) AT A MINIMUM OF 3" THICK (AFTER SETTLEMENT) WITH A CULTIVATED EDGE AT THE BASE OF EACH TREE. MULCH SHALL BE PLACED WITHIN TWO (2) DAYS AFTER TREES ARE PLANTED. THIS SHALL BE CONSIDERED INCIDENTAL TO TREE PLANTINGS. INCLUDE TERRA-SORB HYDROGEL CRYSTALS WITH PLANTING MIX.
- O) TREES SHALL BE SET IN TRUE, VERTICAL ALIGNMENT AFTER PLANTING.

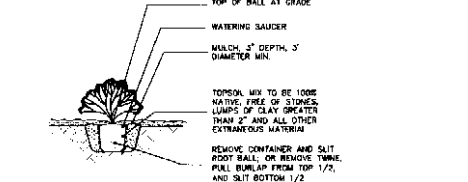
- P) ALL PLANTS SHALL BE PLANTED PER THE LANDSCAPE PLAN AND GENERAL NOTES. PLANTINGS NOT FOUND TO BE IN COMPLIANCE SHALL BE REPLANTED CORRECTLY AT NO ADDITIONAL COST TO THE OWNER.
- Q) ADJUST SHRUB, PERENNIAL, AND GROUNDCOVER SPACING AS NECESSARY TO EVENLY FILL PLANTING BEDS.
- R) THE LANDSCAPE ARCHITECT OR OWNER RESERVES THE RIGHT TO REJECT PLANTS ON SITE WHETHER STOCK PILED OR PLANTED IN PLACE. REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM SITE.
- S) IN CASE OF DISCREPANCIES BETWEEN THE PLAN AND THE PLANT LIST, THE PLAN SHALL PREVAIL.
- T) WHERE PLANTING BEDS MEET TURF AREAS, THE CONTRACTOR SHALL PROVIDE A CULTIVATED EDGE.
- U) AN APPROVED ORGANIC PRE-EMERGENT HERBICIDE SHALL BE APPLIED IN ALL PLANTING BEDS AT A RATE SPECIFIED BY MANUFACTURER FOR EACH PLANT VARIETY.
- V) STORE ALL PLANTS ON SITE OUT OF DIRECT WINDS IN AN AREA DESIGNATED BY THE OWNER'S AGENT.
- W) THE LANDSCAPE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT INJURY TO ALL PLANT MATERIAL DURING DROPPING, HANDLING, PLANTING, AND MAINTENANCE OPERATIONS.
- X) ALL PLANTS SHALL BE GROUPED TOGETHER BY SPECIES AND SIZE AND SHALL BE COVERED WITH MULCH OR COMPOST TO PREVENT DESICCATION.
- Y) THE LANDSCAPE CONTRACTOR SHALL COMPLY WITH THE FOLLOWING INSTALLATION AND MAINTENANCE PROCEDURES:
 - NEW TREES AND SHRUBS SHALL BE WATERED AND MAINTAINED UNTIL FIRMLY ESTABLISHED.
 - NEW TREES AND SHRUBS SHALL BE PRUNED TO REMOVE ALL DEAD AND DAMAGED WOODS.
 - MULCHED PLANTING BEDS SHALL BE MAINTAINED AT A DEPTH OF 3".
 - ALL PLANTING BEDS AND TREE PITTS SHALL BE WEDED REGULARLY.
- Z) SUBSTITUTION OF PLANT MATERIAL DUE TO LACK OF AVAILABILITY MUST BE APPROVED BY THE LANDSCAPE ARCHITECT. SUBSTITUTE PLANTS SHALL BE THE SAME SIZE, OR LARGER, AND OF EQUAL OR BETTER VALUE THAN THE ITEMS SPECIFIED. THE "QUALITY" WILL REST WITHIN THE SOLE JUDGMENT OF THE LANDSCAPE ARCHITECT.
- AA) ALL EXCAVATED TOPSOIL SHALL BE REUSED BY THE CONTRACTOR ON SITE.
- BB) FIRM GRADE, FERTILIZE, AND SEED ALL DISTURBED AREAS WITHIN THE CONSTRUCTION LIMITS. ALL TURF AREAS SHALL DRAIN COMPLETELY AND SHALL NOT POOL OR FLOOD.
- CC) DURING LANDSCAPE WORK, KEEP PAVEMENTS CLEAN AND WORK AREAS IN AN ORDERLY MANNER. REMOVE ALL DEBRIS FROM THE JOB SITE ON A DAILY BASIS.
- DD) ALL PLANT MATERIAL SHALL BE FULLY GUARANTEED FOR ONE YEAR FROM THE DATE OF ACCEPTANCE. DEAD OR UNHEALTHY PLANTS SHALL BE REPLACED AS SOON AS CONDITIONS PERMIT.



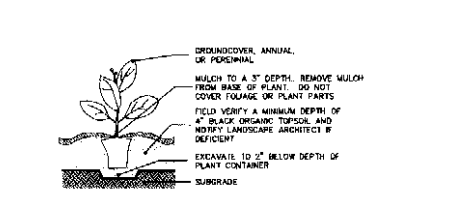
1) DECIDUOUS TREE
NOT TO SCALE



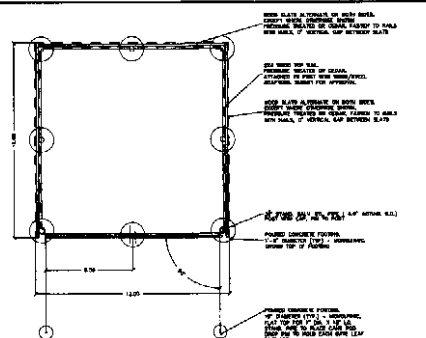
2) EVERGREEN TREE
NOT TO SCALE



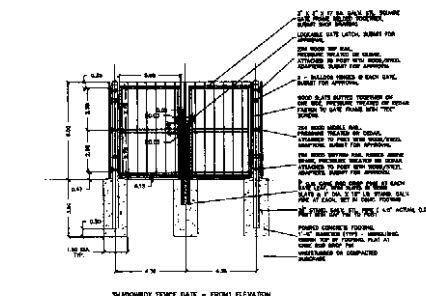
3) DECIDUOUS/EVERGREEN SHRUB
NOT TO SCALE



4) GROUND COVER/PERENNIAL
NOT TO SCALE

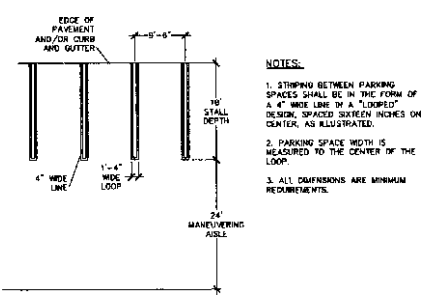


5) TRASH ENCLOSURE PLAN
NOT TO SCALE



6) TRASH ENCLOSURE ELEVATION
NOT TO SCALE

- NOTES:
- 1) TRASH ENCLOSURE DETAILS ARE GENERAL. FINAL DIMENSIONS WILL BE DETERMINED BY FINAL DUMPSTER SIZE AS DETERMINED BY OCCUPANTS.
 - 2) TRASH ENCLOSURES FOR ALL OUTLETS SHALL BE CONSTRUCTED OUT OF A MASONRY MATERIAL THAT MATCHES THOSE USED IN THE BUILDINGS. DETAILS SHALL BE SUBMITTED AND SUBJECT TO FINAL P.U.D. AND/OR NORTH AVENUE CONSTRUCTION REVIEW.



7) PARKING/STRIPING
NOT TO SCALE

Exhibit B-2

nia
architects, inc.
350 W. Jackson Blvd.
Suite 600
Chicago 60607
312.431.9515
312.431.9518
www.niaarch.com

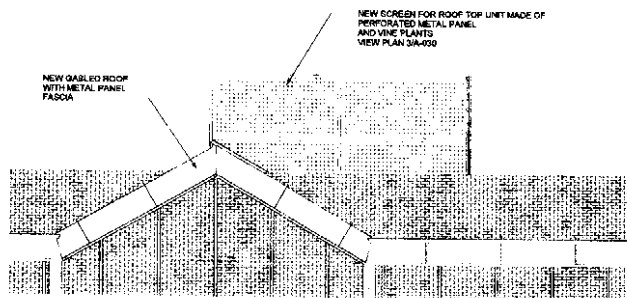
dbHMS
DESIGN-BUILD MANAGEMENT SERVICES, INC.
1000 N. WILSON AVENUE
CHICAGO, IL 60642
312.431.9515

PLANNING RESOURCES INC.
515 N. WILSON AVENUE
CHICAGO, IL 60642
312.431.9515

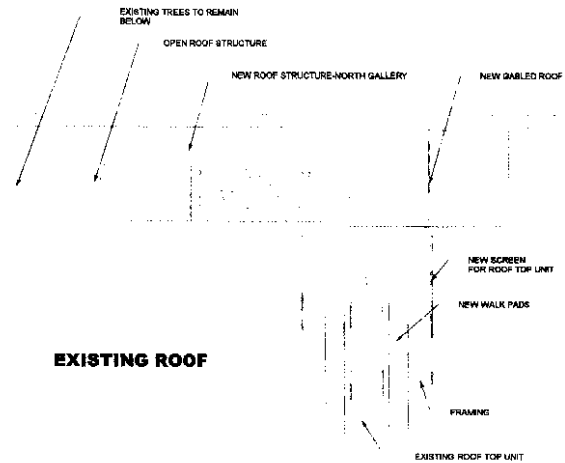
Rev	Date	Description
1	02/17/12	ISSUE FOR REVIEW
2	03/11/12	FOR APPROVAL
3	03/17/12	FOR APPROVAL
4	03/22/12	FOR APPROVAL
5	03/27/12	FOR APPROVAL
6	04/02/12	FOR APPROVAL
7	04/07/12	FOR APPROVAL
8	04/12/12	FOR APPROVAL
9	04/17/12	FOR APPROVAL
10	04/22/12	FOR APPROVAL
11	04/27/12	FOR APPROVAL
12	05/02/12	FOR APPROVAL
13	05/07/12	FOR APPROVAL
14	05/12/12	FOR APPROVAL
15	05/17/12	FOR APPROVAL
16	05/22/12	FOR APPROVAL
17	05/27/12	FOR APPROVAL
18	06/01/12	FOR APPROVAL
19	06/06/12	FOR APPROVAL
20	06/11/12	FOR APPROVAL
21	06/16/12	FOR APPROVAL
22	06/21/12	FOR APPROVAL
23	06/26/12	FOR APPROVAL
24	07/01/12	FOR APPROVAL
25	07/06/12	FOR APPROVAL
26	07/11/12	FOR APPROVAL
27	07/16/12	FOR APPROVAL
28	07/21/12	FOR APPROVAL
29	07/26/12	FOR APPROVAL
30	07/31/12	FOR APPROVAL
31	08/05/12	FOR APPROVAL
32	08/10/12	FOR APPROVAL
33	08/15/12	FOR APPROVAL
34	08/20/12	FOR APPROVAL
35	08/25/12	FOR APPROVAL
36	08/30/12	FOR APPROVAL
37	09/04/12	FOR APPROVAL
38	09/09/12	FOR APPROVAL
39	09/14/12	FOR APPROVAL
40	09/19/12	FOR APPROVAL
41	09/24/12	FOR APPROVAL
42	09/29/12	FOR APPROVAL
43	10/04/12	FOR APPROVAL
44	10/09/12	FOR APPROVAL
45	10/14/12	FOR APPROVAL
46	10/19/12	FOR APPROVAL
47	10/24/12	FOR APPROVAL
48	10/29/12	FOR APPROVAL
49	11/03/12	FOR APPROVAL
50	11/08/12	FOR APPROVAL
51	11/13/12	FOR APPROVAL
52	11/18/12	FOR APPROVAL
53	11/23/12	FOR APPROVAL
54	11/28/12	FOR APPROVAL
55	12/03/12	FOR APPROVAL
56	12/08/12	FOR APPROVAL
57	12/13/12	FOR APPROVAL
58	12/18/12	FOR APPROVAL
59	12/23/12	FOR APPROVAL
60	12/28/12	FOR APPROVAL
61	01/02/13	FOR APPROVAL
62	01/07/13	FOR APPROVAL
63	01/12/13	FOR APPROVAL
64	01/17/13	FOR APPROVAL
65	01/22/13	FOR APPROVAL
66	01/27/13	FOR APPROVAL
67	02/01/13	FOR APPROVAL
68	02/06/13	FOR APPROVAL
69	02/11/13	FOR APPROVAL
70	02/16/13	FOR APPROVAL
71	02/21/13	FOR APPROVAL
72	02/26/13	FOR APPROVAL
73	03/01/13	FOR APPROVAL
74	03/06/13	FOR APPROVAL
75	03/11/13	FOR APPROVAL
76	03/16/13	FOR APPROVAL
77	03/21/13	FOR APPROVAL
78	03/26/13	FOR APPROVAL
79	03/31/13	FOR APPROVAL
80	04/05/13	FOR APPROVAL
81	04/10/13	FOR APPROVAL
82	04/15/13	FOR APPROVAL
83	04/20/13	FOR APPROVAL
84	04/25/13	FOR APPROVAL
85	04/30/13	FOR APPROVAL
86	05/05/13	FOR APPROVAL
87	05/10/13	FOR APPROVAL
88	05/15/13	FOR APPROVAL
89	05/20/13	FOR APPROVAL
90	05/25/13	FOR APPROVAL
91	05/30/13	FOR APPROVAL
92	06/04/13	FOR APPROVAL
93	06/09/13	FOR APPROVAL
94	06/14/13	FOR APPROVAL
95	06/19/13	FOR APPROVAL
96	06/24/13	FOR APPROVAL
97	06/29/13	FOR APPROVAL
98	07/04/13	FOR APPROVAL
99	07/09/13	FOR APPROVAL
100	07/14/13	FOR APPROVAL

WHEATON CHRISTIAN CHURCH CENTER
610 E. NORTH AVE., CAROL STREAM, ILLINOIS

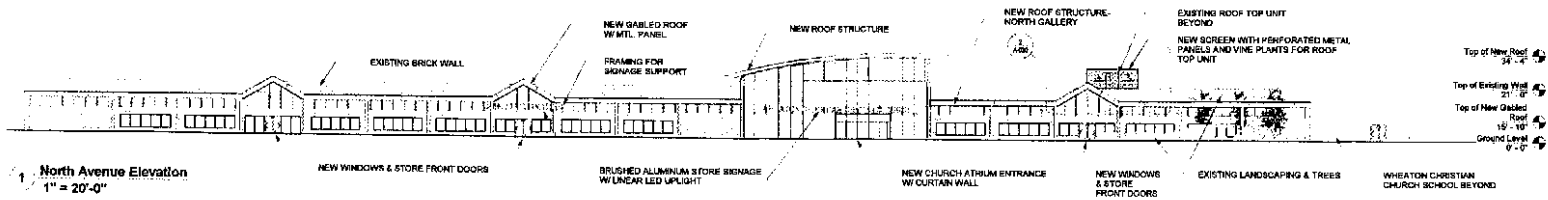
L-2.0



2 New Screen Elevation
1/4" = 1'-0"



3 Enlarged Roof plan
1/8" = 1'-0"



1 North Avenue Elevation
1" = 20'-0"

DBHMS
1320 S. WILSON AVE
MILWAUKEE, WI 53204
PHONE 414.352.4311
FAX 414.352.4311
WWW.DBHMS.COM

dbHMS
PLANNING
RESOURCES INC.

NO.	REVISION	DATE	BY	CHKD.
1	ISSUED FOR REVIEW			

WHEATON CHRISTIAN
CHURCH CENTER
615 WILSON NORTH AVE,
CAROL STREAM, ILLINOIS

Exhibit C-1 A-030

DATE PLOTTED: 11/11/2011 10:11:11 AM



RECEIVED

MAR 20 2014

COMMUNITY DEVELOPMENT DEPT.

nia
 nia architects inc
 1130 s. webb ave
 suite 200
 chicago, il 60605
 t 312 431 8818
 f 312 431 9518
 www.niaarch.com



PLANNING RESOURCES INC.
 2100 N. WILSON AVE
 CHICAGO, IL 60641

Revisions	By	Date
1	CHICAGO	03/07/14
2	ISSUED FOR REVIEW	

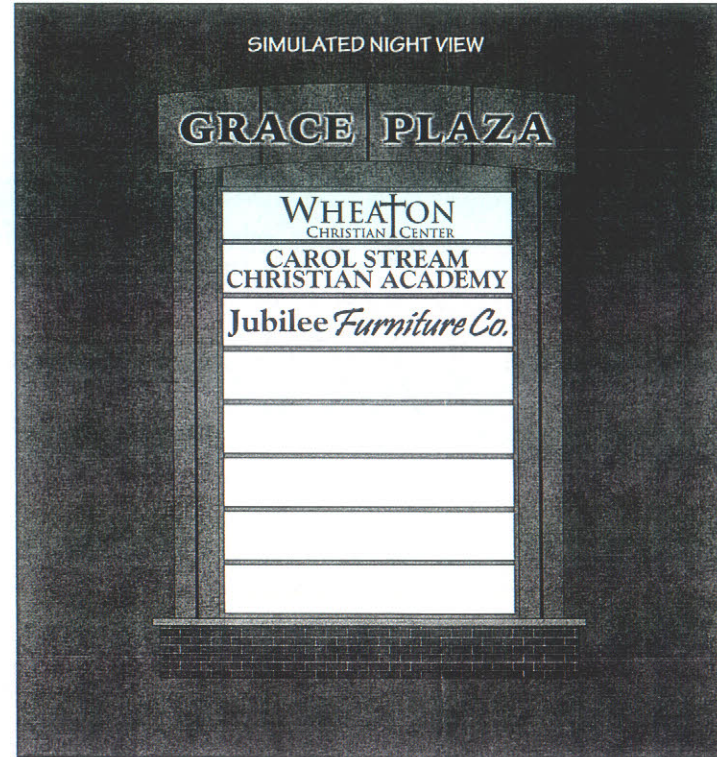
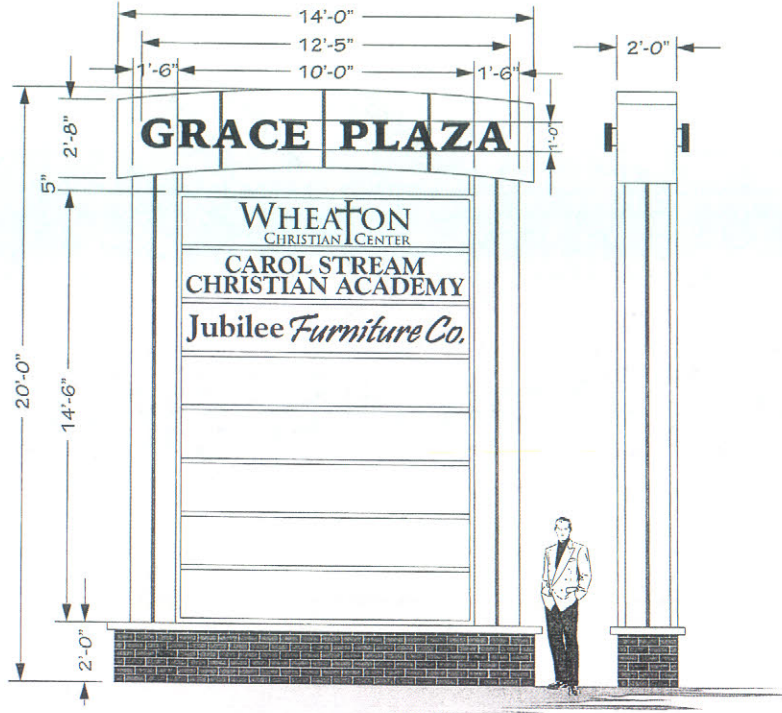
Permit No.	Issue Date	Issue Date	Issue Date

WHEATON CHRISTIAN CHURCH CENTER
 610 E. NORTH AVE,
 CAROL STREAM, ILLINOIS

Project No.
 Drawing No.

© 2014 nia architects, inc

Exhibit C-2



- ① ONE (1) D/F INTERNALLY ILLUMINATED PYLON DISPLAY
 SCALE: 1/4" = 1'0"
- SIGN BOX, POLE COVERS & TOPPER TO BE PAINTED BRUSHED ALUM.
 - FLAT WHITE LEXAN FACES w/ FIRST SURFACE BLACK VINYL GRAPHICS
 - "GRACE PLAZA" TO BE HALO-LIT CHANNEL LETTERS PAINTED BLACK w/ WHITE L.E.D. ILLUM.
 - MASONRY BASE TO MATCH BUILDING

Exhibit D-1

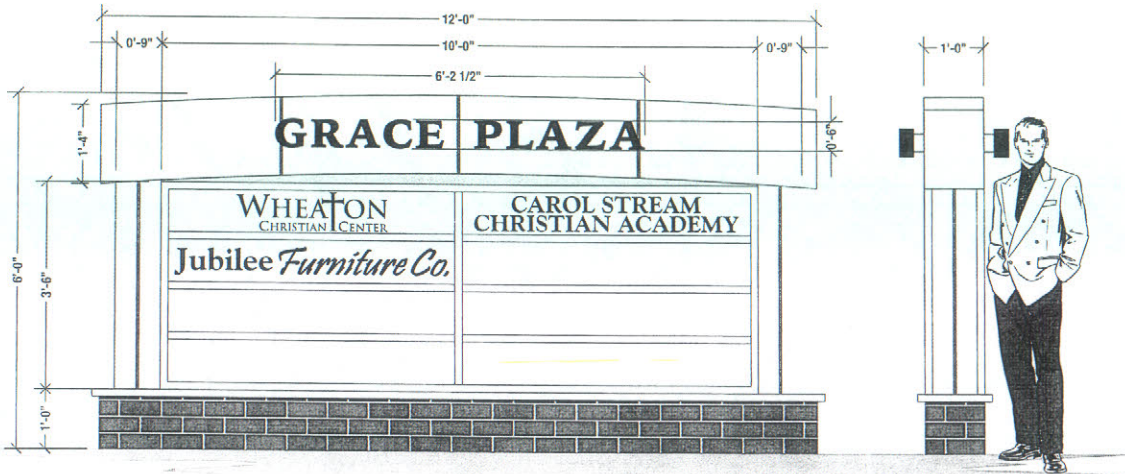
DOYLE
 GENERAL SIGN CONTRACTORS
 232 INTERSTATE RD. PO BOX 1668 ADDISON, IL 60101
 815-543-8490
 FAX 815-543-5493

DATE	REVISION
9-9-13	REVISED PER PERMIT REQUIREMENTS
3-5-13	REVISED PER SIGN ? PER CUSTOMER EMAIL

CUSTOMER APPROVAL	DATE

This design is the original and unpublished work of DOYLE SIGNS, INC. and may not be reproduced, copied or exhibited in any fashion without the expressed written consent from an authorized officer of The Company. The rights to this design may be purchased.

CLIENT	WHEATON CHRISTIAN CENTER / ARTHUR J. ROGERS & COMPANY		
ADDRESS	610 E. NORTH AVE		
CITY	CAROL STREAM	STATE	IL
DRWG. NO.	12479	SCALE:	NOTED
		DATE:	7.19.2013
		SHEET NO.	1 of 3
\\DOYLENAS\Design\2014\WHEATON CRISTIAN CENTER\CAROL STREAM\WHEATON CHRISTIAN CENTER - CAROL STREAM.cdr			



- 2 ONE (1) D/F, INTERNALLY ILLUMINATED PYLON DISPLAY
 SCALE: 1/2" = 1'0"
- SIGN BOX, POLE COVERS & TOPPER TO BE PAINTED BRUSHED ALUM.
 - FLAT WHITE LEXAN FACES w/ FIRST SURFACE BLACK VINYL GRAPHICS
 - "GRACE PLAZA" TO BE HALO-LIT CHANNEL LETTERS PAINTED BLACK w/ WHITE L.E.D. ILLUM.
 - MASONRY BASE TO MATCH BUILDING

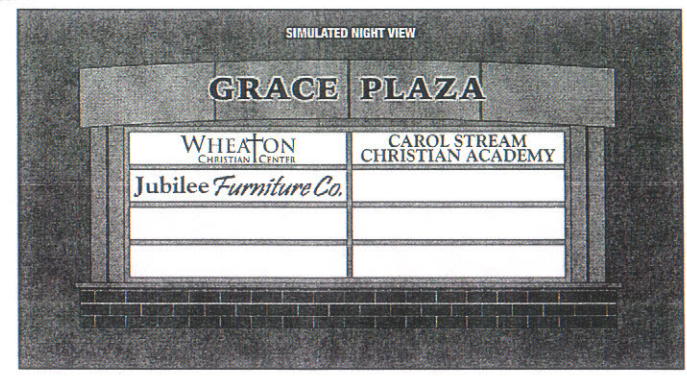


Exhibit D-2

DOYLE
 GENERAL SIGN CONTRACTORS
 212 INTERSTATE RD. PO BOX 1068 ADDISON, IL 60101 630-243-9190 FAX 630-243-9493

DATE	REVISION
9-9-13	REVISED PER PERMIT REQUIREMENTS
3-5-13	REVISED PER SIGN 2 PER CUSTOMER EMAIL

CUSTOMER APPROVAL _____ **DATE** _____

This design is the original and unpublished work of DOYLE SIGNS, INC. and may not be reproduced, copied or exhibited in any fashion without the expressed written consent from an authorized officer of The Company. The rights to this design may be purchased.

CLIENT	WHEATON CHRISTIAN CENTER / ARTHUR J. ROGERS & COMPANY		
ADDRESS	610 E. NORTH AVE		
CITY	CAROL STREAM	STATE	IL
DRWG. NO.	12479	SCALE:	NOTED
		DATE:	07.19.2013
		DESIGNER	AT
		SALESPERSON	BR
		SHEET NO.	2 of 3

\\DOYLENAS\Design\2014\WHEATON CRISTIAN CENTER\CAROL STREAM\WHEATON CHRISTIAN CENTER - CAROL STREAM.cdr

SITE DATA			
COMPONENT	AREA (SQ. FT.)	AREA (ACRES)	PERCENT
BUILDING AREA	120,758	2.77	21.73
OUT LOT 1	11,514	0.26	1.05
OUT LOT 2	12,318	0.28	1.47
OUT LOT 3	10,010	0.23	1.45
PAVED AREA	289,236	6.65	50.78
LANDSCAPE AREA	137,721	3.10	24.13
TOTAL SITE AREA	570,845	13.104	100.00

PARKING SPACES			
STANDARD	(9'-0" Wx18'-0" L)	MAIN LOT	NO.
STANDARD	(9'-0" Wx18'-0" L)	MAIN LOT	262
ADA	(11'-0" Wx18'-0" L)	OUT LOT 1	10
STANDARD	(9'-0" Wx18'-0" L)	OUT LOT 1	41
ADA	(11'-0" Wx18'-0" L)	OUT LOT 1	2
STANDARD	(9'-0" Wx18'-0" L)	OUT LOT 2	14
ADA	(11'-0" Wx18'-0" L)	OUT LOT 2	2
STANDARD	(9'-0" Wx18'-0" L)	OUT LOT 3	48
ADA	(11'-0" Wx18'-0" L)	OUT LOT 3	1
STANDARD	(9'-0" Wx18'-0" L)	WEST SCHOOL	14
ADA	(11'-0" Wx18'-0" L)	WEST SCHOOL	1
STANDARD	(9'-0" Wx18'-0" L)	EAST OF BLDG	27
STANDARD TOTAL	(9'-0" Wx18'-0" L)		403
ADA TOTAL	(11'-0" Wx18'-0" L)		16
TOTAL (MAIN BUILDING, LOTS 1,2,3)			419

SOUTH SIDE
EXISTING SIGNAGE DESCRIPTION
 AREA: 100 SQ. FT.
 (3 FT. OF EACH SIDE)
 SIGN FINISHED BY: []
 SPACES ON EACH END: []
 SIGN SHALL BE PLACED
 EACH SIDE 2 IN FROM AND
 3 ON THE BACKSIDE OF SIGN

SCHEDULE NO.
EXISTING SIGNAGE DESCRIPTION
 AREA: 100 SQ. FT.
 (3 FT. OF EACH SIDE)
 SIGN FINISHED BY: []
 SPACES ON EACH END: []
 SIGN SHALL BE PLACED
 EACH SIDE 2 IN FROM AND
 3 ON THE BACKSIDE OF SIGN

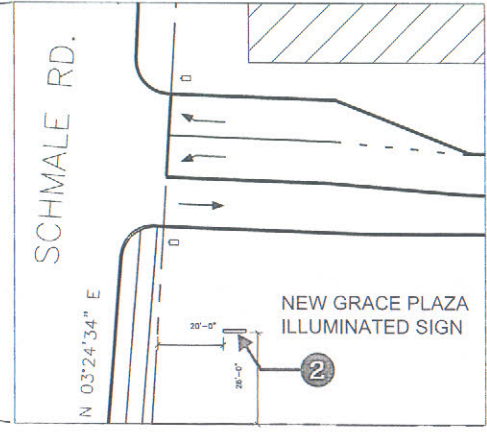
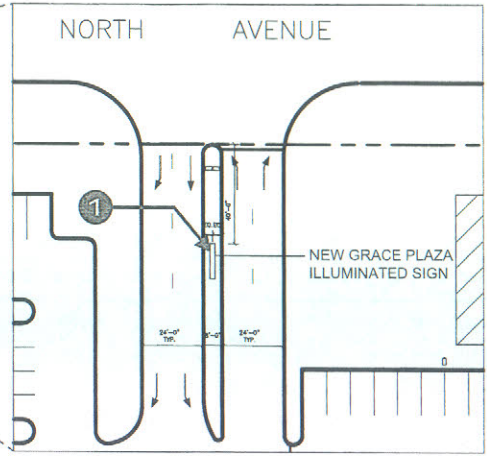
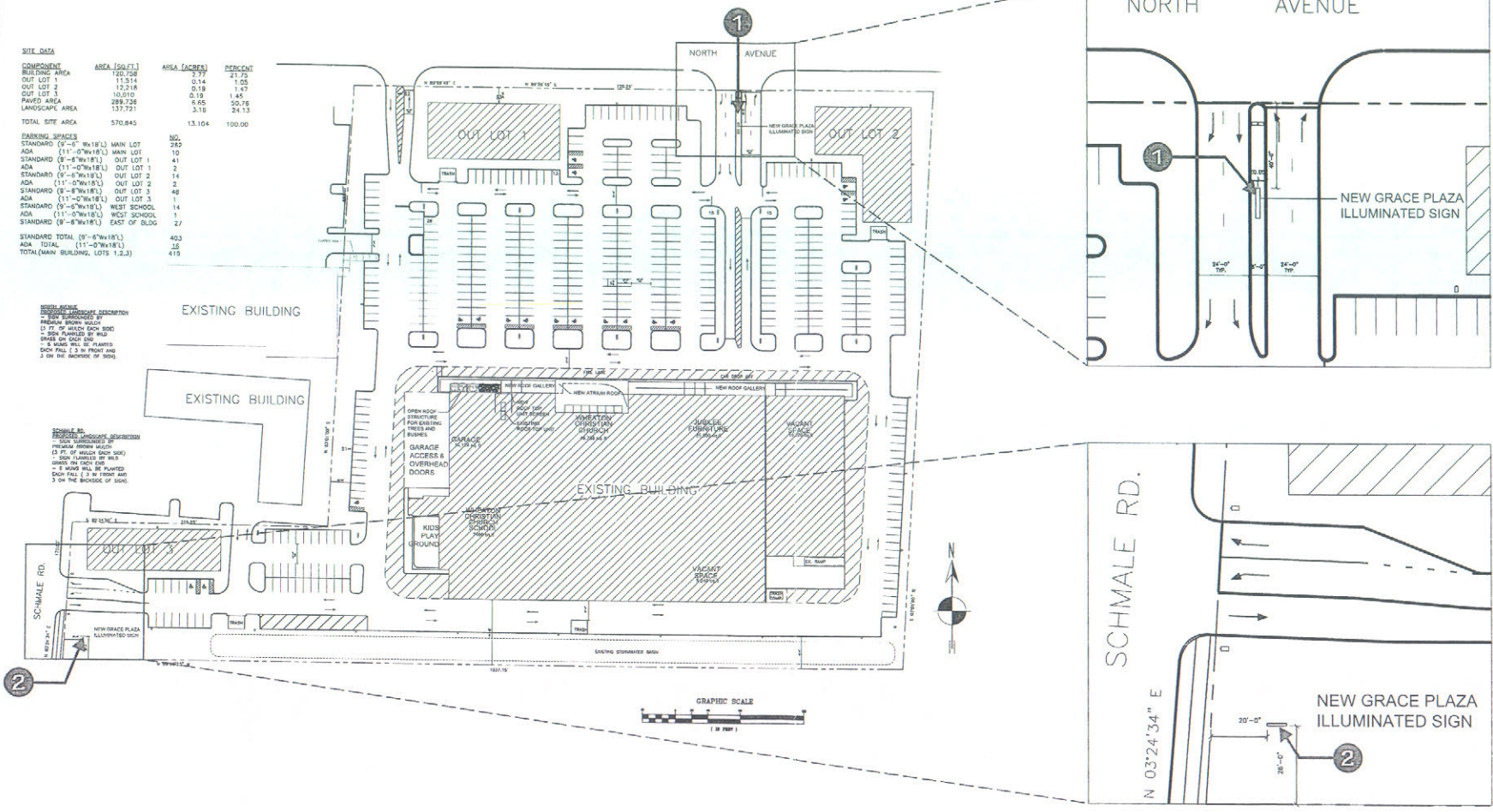


Exhibit D-3

333 INTERSTATE RD. P.O. BOX 1048
 ADDISON, IL 60101
 630-543-9490
 FAX 630-543-9493

DATE	REVISION
9-9-13	REVISED PER PERMIT REQUIREMENTS
3-5-13	REVISED PER SIGN 2 PER CUSTOMER EMAIL

CUSTOMER APPROVAL _____ **DATE** _____

This design is the original and unpublished work of DOYLE SIGNS, INC. and may not be reproduced, copied or exhibited in any fashion without the expressed written consent from an authorized officer of The Company. The rights to this design may be purchased.

CLIENT	WHEATON CHRISTIAN CENTER / ARTHUR J. ROGERS & COMPANY		
ADDRESS	610 E. NORTH AVE		
CITY	CAROL STREAM	STATE	IL
DRWG. NO.	12479	SCALE:	NOTED
		DATE:	7/19/2013
		SHEET NO.	3 of 3

\\DOYLENAS\Design\2014\WHEATON CRISTIAN CENTER\CAROL STREAM\WHEATON CHRISTIAN CENTER - CAROL STREAM.cdr

ORDINANCE NO. 2014-04-__

**AN ORDINANCE AMENDING CHAPTER 16, ARTICLE 16 OF THE
MUNICIPAL CODE OF THE VILLAGE OF CAROL STREAM
(ZONING CODE - BUSINESS PLANNED UNIT DEVELOPMENTS)**

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

SECTION 1: That Chapter 16, Article 16, Section 8 of the Carol Stream Zoning Code is hereby amended as follows:

§ 16-16-8 BUSINESS PLANNED UNIT DEVELOPMENTS.

(B) *General provisions.*

(2) A business planned unit development may be granted in a B-1, B-2, B-3 or B-4 zone. The uses allowed within such a planned unit development shall be those allowed within the underlying zoning district, with the exception of B-4 District Planned Unit Developments, in which the uses allowed in the B-2 District shall also be permitted.

SECTION 2: All other sections not herein modified shall remain in full force and effect. This ordinance amending a provision of the Carol Stream Code of Ordinances shall be reprinted in the loose-leaf volume which bears that title.

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

PASSED AND APPROVED THIS 21ST DAY OF APRIL 2014.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

RESOLUTION NO. _____

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

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

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

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

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

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the personal property described in Exhibit "A", now owned by the Village of Carol Stream, is no longer useful and authorize its disposal per the attached memorandum dated April 10, 2014.

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

PASSED AND APPROVED THIS 21st DAY OF April, 2014.

AYES:

NAYS:

ABSENT:

Matt McCarthy, Mayor Pro Tem

ATTEST:

Beth Melody, Village Clerk

Exhibit "A"

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

**REVIEWED AND
APPROVED BY:** Deputy Chief Ed Sailer 

FROM: Sgt. Glenn Harker

DATE: 4/10/2014

RE: Surplus vehicles for auction


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

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

- 1) 2003 Mitsubishi Eclipse 4A3AE55H03E044943
- 2) 1995 Mitsubishi 3000 JA3AN74K4S4016828
- 3) 1973 Mercedes 450SLC 10702412000093
- 4) 1996 Jeep Grand Cherokee 1J4GZ78S1TC196191
- 5) 1994 Mercury Grand Marquis 2MELM74WXR626158

Village of Carol Stream

Interdepartmental Memo

To: Joseph E. Breinig, Village Manager
From: DC E. Sailer 
Date: April 09, 2014
Re: DUI Attorney

The Village has utilized the services of Tom Howard for local prosecution of DUI offenses since 2004. Last year the Village Board approved a contract with Moore and DiGiovanni for local prosecution of ordinance and traffic violations. The Police Department has been very pleased with their performance and level of communication with Police Department staff and Officers. They have been attentive to our needs to the extent of providing 24 hour contact numbers. They have assured us that they would be able to effectively represent the Village in DUI cases as well. Moore and DiGiovanni currently provide DUI and/or ordinance and traffic code prosecution services to the Cities of Wheaton, St. Charles and Elgin. All three municipal police departments stated they were very happy with the DUI prosecution services provided by Moore and DiGiovanni.

Staff requested a proposal from Moore and DiGiovanni to provide DUI prosecutions in addition to the ordinance and traffic code prosecution services they currently provide to the Village. The contract would be for an approximate one year period to allow us to assess the quality of their DUI prosecution services. Per the terms of the agreement with the law firm of Schiavone and Howard the Village is required to provide a 30 day notice when their services are no longer requested.

Attached, are two proposals from the Law Offices of Moore and DiGiovanni. The first agreement proposes to extend our current contract for prosecution of ordinance and traffic violation prosecutions essentially for the month of May (the 30 day notice period when we would be transitioning from the Law Offices of Schiavone and Howard to the Law Offices of Moore and DiGiovanni). The second agreement proposes to provide combined DUI, ordinance and traffic prosecutions at the end of the 30 day notice provision to Schiavone and Howard.

The current cost to retain Schiavone and Howard for DUI prosecutions and Moore and DiGiovanni for ordinance and traffic prosecutions is approximately \$127,285 depending on the number violations prosecuted. **The proposed cost to combine DUI, ordinance and traffic prosecutions under one contract with Moore and DiGiovanni is \$106,600. The cost of combining both prosecution services with one law firm under one contract will result in savings of approximately \$20,685. I recommend that a new contract with Moore and DiGiovanni be placed on the board agenda for Village Board consideration and approval. The new service would begin June 1, 2014 and run through April 30, 2015.**

LEGAL PROSECUTION SERVICES AGREEMENT
(DUI and OV/TR Prosecutions)

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2014, by and between THE VILLAGE OF CAROL STREAM, an Illinois municipal corporation (hereinafter referred to as "the VILLAGE") and THE LAW OFFICE OF MICHELLE L. MOORE, LTD., an Illinois corporation (hereinafter referred to as "the ATTORNEYS").

WHEREAS, the VILLAGE desires to engage the ATTORNEYS to furnish certain professional services in connection with the prosecution of Local Ordinance & Illinois Vehicle Code violations (inclusive of Driving Under the Influence charges brought pursuant to municipal ordinance), as adopted by local ordinance _____ (hereinafter referred to as "DUI and OV/TR PROSECUTIONS"); and

WHEREAS, the ATTORNEYS represent that they are in compliance with Illinois Statutes relating to professional registration of attorneys and have the necessary expertise and experience to furnish such services upon the terms and conditions as set forth herein below.

NOW, THEREFORE, it is hereby agreed by and between the VILLAGE and the ATTORNEYS that the VILLAGE does hereby retain the ATTORNEYS for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged to perform the services relating to DUI and OV/TR PROSECUTIONS as described herein, subject to the following terms, conditions and stipulations, to wit:

I. SCOPE OF SERVICES

- A. All work hereunder shall be performed under the direction of the CHIEF OF POLICE, his successor or designee, or such other designee selected by the VILLAGE BOARD.
- B. The ATTORNEYS shall provide all necessary services to represent the VILLAGE as the VILLAGE's attorney in the prosecution of all local ordinance violations of the Illinois Vehicle Code, inclusive of those violations related to Driving Under the Influence, as well as all Ordinance Violations of the VILLAGE OF CAROL STREAM MUNICIPAL CODE. Representation by the ATTORNEYS of the VILLAGE will include all aspects of DUI and OV/TR PROSECUTIONS including, but not limited to, pre-trial proceedings, discovery, plea negotiations, trials, appeals and statutory summary suspension hearings.
- C. The ATTORNEYS shall also provide training sessions to the VILLAGE Police Department, as needed and at the request of the Chief of Police, or his designee, to address any issues with enforcement of the local ordinance DUI and OV/TR PROSECUTIONS, detection and apprehension of offenders, preparation of reports, courtroom presentation, and most recent case-law updates effecting same. The ATTORNEYS shall likewise provide monthly disposition reports for all DUI and Statutory Summary Suspension proceedings to the Chief of Police, or his designee.

D. Attorney, Michelle L. Moore, will serve as the primary prosecuting ATTORNEY for the Village of Carol Stream, pursuant to this Agreement. The ATTORNEYS shall have the discretion to employ the services of affiliated-associate attorneys, as needed, in furtherance of the DUI and OV/TR PROSECUTIONS, only in the event of an emergency in which Ms. Moore is unable to appear in court. No affiliated-associate attorneys shall provide in-court services on a regular or continuing basis without the prior approval of the CHIEF OF POLICE, or his successor or designee.

E. In the provision of DUI and OV/TR PROSECUTIONS services under this Agreement, the ATTORNEYS shall endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by attorneys practicing under similar circumstances.

II. TERM

The term of this Agreement shall commence on June 1, 2014, and subject to the termination procedure set forth below, shall continue until April 30, 2015.

III. PAYMENTS TO THE ATTORNEYS

A. As compensation to the ATTORNEYS for the DUI and OV/TR PROSECUTION services to be provided pursuant to this Agreement, the VILLAGE shall pay to the ATTORNEYS a flat fee of ***\$2,050/week, not to exceed \$106,600.00 for a 52 week period (\$1500/week for DUI enforcement; \$550/week for Traffic/Ordinance/Zoning).***

B. The VILLAGE shall reimburse the ATTORNEYS for any actual out-of-pocket costs incurred in the facilitation of DUI and OV/TR PROSECUTIONS services, such as for preparation of form orders, filing fees, or service fees, and the like, upon presentation of proof of payment for same.

C. The VILLAGE shall make monthly payments to the ATTORNEYS during the term of this Agreement, upon receipt and approval of an invoice for services rendered and costs incurred.

IV. INVOICES

A. The ATTORNEYS shall submit monthly invoices in a format approved by the VILLAGE, which invoices shall include the actual time devoted and the costs incurred for each monthly billing period. .

B. The ATTORNEYS shall permit the authorized representative of the VILLAGE to inspect and audit all data and records of the ATTORNEYS for work performed under this Agreement. The ATTORNEYS shall make these records available at reasonable times during the Agreement period and for one (1) year after termination of this Agreement.

V. CONFIDENTIAL INFORMATION

All confidential communications between the VILLAGE and the ATTORNEYS, whether oral or written, and all documentation whether prepared by the ATTORNEYS or the VILLAGE shall be, to the full extent permitted by law, considered to be an attorney-client privileged communication and shall not be disclosed except upon the written consent of the CHIEF OF POLICE, his successor or designee.

VI. CONFLICTS OF INTEREST

- A. ATTORNEYS agree that they shall not represent any person in any DUI or OV/TR offense brought by the Carol Stream Police Department or occurring within the jurisdictional limits of the Village of Carol Stream. ATTORNEYS further agree that they shall not represent any person or entity or be involved in a legal capacity in any way in any litigation against the Village of Carol Stream, or its officers, agents or employees.
- B. In the event the ATTORNEYS must withdraw from the prosecution of a DUI or OV/TR PROSECUTIONS case due to a conflict of interest, the ATTORNEYS shall be authorized to amend any DUI or OV/TR citation to allege an offense against the People of the State of Illinois, and refer further prosecution of same to the Office of the State's Attorney of DuPage County, and shall notify the CHIEF OF POLICE, or his successor or designee, in writing of said conflict of interest within ten (10) days of the ATTORNEYS becoming aware of said conflict.

VII. TERMINATION OF AGREEMENT

Notwithstanding any other provision hereof, the VILLAGE may terminate this Agreement at any time upon thirty (30) days prior written notice to the ATTORNEYS. In the event that this Agreement is so terminated, the ATTORNEYS shall be paid for services actually performed and reimbursable expenses actually incurred prior to termination, except that reimbursement shall not exceed amounts set forth under Paragraph III, above.

VIII. BREACH OF CONTRACT

If either party violates or breaches any term of this Agreement, such violation or breach shall be deemed to constitute a default, and the other party has the right to seek such administrative, contractual or legal remedies as may be suitable to the violation of breach; and, in addition, if either party, by reason of any default, fails within fifteen (15) days after notice thereof by the other party to comply with the conditions of the Agreement, the other party may terminate this Agreement. Notwithstanding the foregoing, or anything else to the contrary in this Agreement, with the sole exception of an action to recover the monies the VILLAGE has agreed to pay to the ATTORNEYS pursuant to Paragraph III hereof, no action shall be commenced by the ATTORNEYS against the VILLAGE for monetary damages. The ATTORNEYS hereby further waive

any and all claims or rights to interest on money claimed to be due pursuant to this Agreement, and waives any and all such rights to interest which it claims it may otherwise be entitled pursuant to law, including, but not limited to, the Local Government Prompt Payment Act (50 ILCS 501/1, *et seq.*), as amended, or the Illinois Interest Act (815 ILCS 205/1, *et seq.*), as amended. The parties hereto further agree that any action by the ATTORNEYS arising out of this Agreement must be filed within one year of the date the alleged cause of action arose or the same will be time-barred. The provisions of this paragraph shall survive any expiration, completion and/or termination of this Agreement.

IX. INDEMNIFICATION

To the fullest extent permitted by law, the ATTORNEYS agree to and shall indemnify and hold harmless the VILLAGE, its officers, employees, agents, boards and commissions from and against any and all claims, suits, judgments, costs, attorney's fees, damages or other relief, including, but not limited to, worker's compensation claims, in any way resulting from or arising out of a breach of this Agreement by the ATTORNEYS and/or the negligent or willful actions or omissions of the ATTORNEYS in connection herewith, including the negligence or willful actions or omissions of the attorneys, members, employees or agents of the ATTORNEYS arising out of the performance of this Agreement. The provisions of this paragraph shall survive any expiration, completion and/or termination of this Agreement.

X. NO PERSONAL LIABILITY

No official, director, officer, agent or employee of the VILLAGE shall be charged personally or held contractually liable under any term of provision of this Agreement or because of their execution, approval or attempted execution of this Agreement.

XI. INSURANCE

The ATTORNEYS and each of the individual attorneys performing services pursuant to this Agreement shall purchase and maintain during the term of this Agreement insurance coverage which will satisfactorily insure the ATTORNEYS, the individual attorneys, and, where appropriate, the VILLAGE against claims and liabilities which arise out of the work of DUI and OV/TR PROSECUTIONS. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the VILLAGE. The insurance coverages shall include, but not necessarily be limited to, professional liability insurance with limits of not less than \$1,000,000.00 per claim covering the ATTORNEYS and the individual attorneys providing services pursuant to this Agreement against all sums which the ATTORNEYS may become obligated to pay on account of any liability arising out of the performance of the professional services for the VILLAGE under this Agreement when caused by any negligent act, error, or omission of the ATTORNEYS or any of the individual attorneys, or others for which whose actions the ATTORNEYS are legally liable. The professional liability insurance shall remain in full force for a period of not less than four (4) years after the completion of the services to be performed by the ATTORNEYS under this Agreement.

XII. NONDISCRIMINATION

In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status, of the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status or the presence of any sensory, mental or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension, in whole or in part, of the Agreement by the City.

XIII. ASSIGNMENT

Neither this Agreement, nor any part, right or interest hereof, may be assigned to any other person, firm or corporation.

XIV. NO CO-PARTNERSHIP OR AGENCY; INDEPENDENT CONTRACTOR RELATIONSHIP ESTABLISHED

This Agreement shall not be construed so as to create a partnership, joint venture, employment or other agency relationship between the parties hereto. The parties intend that this Agreement shall be construed as establishing an independent contractor relationship between the ATTORNEYS and the VILLAGE.

XV. SEVERABILITY

The parties intend and agree that, if any paragraph, sub-paragraph, phrase, clause or other provision of this Agreement, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Agreement shall remain in full force and effect.

XVI. HEADINGS

The headings of the several paragraphs of this Agreement are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Agreement, nor shall they be construed to effect in any manner the terms and provisions hereof or the interpretation or construction thereof.

XVII. MODIFICATION OR AMENDMENT

This Agreement constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written amendment duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof, or change order as herein provided.

XVIII. APPLICABLE LAW

This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Illinois. Venue for resolution of any disputes or the enforcement of any rights pursuant to this Agreement shall be in the Circuit Court of the Eighteenth Judicial Circuit Court, DuPage County, Illinois.

XIX. WAIVER

Any failure of either the VILLAGE or the ATTORNEYS to strictly enforce any term, right, or condition of this Agreement shall not be construed as a waiver of such term, right, or condition.

XX. NEWS RELEASES

The ATTORNEYS shall not issue any news releases nor make statements to the media without prior approval from the CHIEF OF POLICE, KEVIN ORR, or his designee.

XXI. INTERFERENCE WITH PUBLIC CONTRACTING

The ATTORNEYS certify hereby that they are not barred from submitting a proposal on this Agreement as a result of a violation of 720 ILCS 5/33E, et seq. or any similar state or federal statute regarding bid rigging.

XXII. SEXUAL HARASSMENT

As a condition of this contract, the ATTORNEYS shall have written sexual harassment policies that include, at a minimum, the following information:

- A. the illegality of sexual harassment;
- B. the definition of sexual harassment under state law;
- C. a description of sexual harassment, utilizing examples;
- D. the vendor's internal complaint process including penalties;
- E. the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights, and the Illinois Human Rights Commission;
- F. directions on how to contact the department and commission;

G. protection against retaliation as provided by Section 6-101 of the Human Rights Act.

A copy of the policies shall be provided by the ATTORNEYS to the Department of Human Rights upon request, pursuant to 775 ILCS 5/2-105.

XXIII. SUBCONTRACT

No portion of the work to be provided by the ATTORNEYS shall be subcontracted without the prior written approval of the CHIEF OF POLICE, KEVIN ORR, his successor or his designee.

XXIV. FREEDOM OF INFORMATION ACT

The ATTORNEYS shall, within twenty-four hours of the VILLAGES's request, provide any documents in the ATTORNEYS' possession related to the Agreement which the VILLAGE is or becomes required to disclose to a requestor under the Illinois Freedom of Information Act.

XXV. NOTICES

All notices, reports and documents required under this Agreement (unless otherwise noted) shall be in writing and shall be mailed by First Class Mail, postage prepaid, or by e-mail, addressed as follows:

A. As to the VILLAGE:

Joseph Breinig
VILLAGE MANAGER
500 N. Gary Avenue
Carol Stream, Illinois 60188
e-mail: jbreinig@villageofcarolstream.org

B. As to the ATTORNEYS:

Michelle L. Moore
The Law Office of Michelle L. Moore, Ltd.
400 S. County Farm Road
Suite 300
Wheaton, Illinois 60187
e-mail: michelle@mooredigiovanni.com

XXVI. COMPLIANCE WITH LAWS

Notwithstanding any other provision of this Agreement, it is expressly agreed and understood that in connection with the performance of this Agreement that the ATTORNEYS shall comply with all applicable federal, state, city and other requirements of law.

XXVII. EXECUTION IN COUNTER-PARTS

This Agreement may be executed in counter-parts. Signatures transmitted by facsimile or email shall have the same legal effect as original signatures.

IN WITNESS WHEREOF, the parties hereto have entered into and executed this agreement effective as of the _____ day of _____, 2014.

VILLAGE OF CAROL STREAM

**LAW OFFICE OF MICHELLE L. MOORE,
LTD.**

Matthew McCarthy, Mayor Pro Tem

Michelle L. Moore, President

LEGAL PROSECUTION SERVICES AGREEMENT
(Interim Contract Extension)

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2014, by and between THE VILLAGE OF CAROL STREAM, an Illinois municipal corporation (hereinafter referred to as "the VILLAGE") and THE LAW OFFICE OF MICHELLE L. MOORE, LTD. an Illinois corporation (hereinafter referred to as "the ATTORNEYS").

WHEREAS, the VILLAGE desires to engage the ATTORNEYS to furnish certain professional services in connection with the prosecution of Local Ordinance & Illinois Vehicle Code violations (exclusive of Driving Under the Influence charges brought pursuant to municipal ordinance), as adopted by local ordinance (hereinafter referred to as "OV/TR PROSECUTIONS"); and

WHEREAS, the ATTORNEYS represent that they are in compliance with Illinois Statutes relating to professional registration of attorneys and have the necessary expertise and experience to furnish such services upon the terms and conditions as set forth herein below.

NOW, THEREFORE, it is hereby agreed by and between the VILLAGE and the ATTORNEYS that the VILLAGE does hereby retain the ATTORNEYS for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged to perform the services relating to OV/TR PROSECUTIONS as described herein, subject to the following terms, conditions and stipulations, to wit:

I. SCOPE OF SERVICES

- A. All work hereunder shall be performed under the direction of the CHIEF OF POLICE, his successor or designee, or such other designee selected by the VILLAGE BOARD.
- B. The ATTORNEYS shall provide all necessary services to represent the VILLAGE as the VILLAGE's attorney in the prosecution of all local ordinance violations of the Illinois Vehicle Code, exclusive of those violations related to Driving Under the Influence. Representation by the ATTORNEYS of the VILLAGE will include all aspects of OV/TR PROSECUTIONS including, but not limited to, pre-trial proceedings, discovery, plea negotiations, trials and appeals.
- C. The ATTORNEYS shall also provide training sessions to the VILLAGE Police Department, as needed and at the request of the Chief of Police, or his designee, to address any issues with enforcement of the local ordinance OV/TR PROSECUTIONS, detection and apprehension of offenders, preparation of reports, courtroom presentation, and most recent case-law updates effecting same.
- D. Attorney, Michelle L. Moore, will serve as the primary prosecuting ATTORNEY for the Village of Carol Stream, pursuant to this Agreement. The ATTORNEYS shall have the discretion to employ the services of affiliated-associate attorneys, as needed, in furtherance of the OV/TR PROSECUTIONS, only in the event of an emergency in which Ms. Moore is unable to appear in court. No affiliated-associate attorneys

shall provide in-court services on a regular or continuing basis without the prior approval of the CHIEF OF POLICE, or his successor or designee.

- E. In the provision of OV/TR PROSECUTIONS services under this Agreement, the ATTORNEYS shall endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by attorneys practicing under similar circumstances.

II. TERM

- A. The term of this Agreement shall commence on May 1, 2014, and subject to the termination procedure set forth below, shall continue until the earlier of April 30, 2015 or the commencement date of a Legal Services Prosecution Agreement between the VILLAGE and ATTORNEYS for both DUI and OV/TR PROSECUTION SERVICES.

III. PAYMENTS TO THE ATTORNEYS

- A. As compensation to the ATTORNEYS for the OV/TR PROSECUTION services to be provided pursuant to this Agreement, the VILLAGE shall compensate the ATTORNEYS a flat fee of Six Hundred Dollars (\$600.00) per week.
- B. The VILLAGE shall reimburse the ATTORNEYS for any actual out-of-pocket costs incurred in the facilitation of OV/TR PROSECUTIONS services, such as for preparation of form orders, filing fees, or service fees, and the like, upon presentation of proof of payment for same.
- C. The VILLAGE shall make monthly payments to the ATTORNEYS during the term of this Agreement, upon receipt and approval of an invoice for services rendered and costs incurred.

IV. INVOICES

- A. The ATTORNEYS shall submit monthly invoices in a format approved by the VILLAGE, , which invoices shall include the actual time devoted and the costs incurred for each monthly billing period. .
- B. The ATTORNEYS shall permit the authorized representative of the VILLAGE to inspect and audit all data and records of the ATTORNEYS for work performed under this Agreement. The ATTORNEYS shall make these records available at reasonable times during the Agreement period and for one (1) year after termination of this Agreement.

V. CONFIDENTIAL INFORMATION

All confidential communications between the VILLAGE and the ATTORNEYS, whether oral or written, and all documentation whether prepared by the ATTORNEYS or the VILLAGE shall be, to the full extent permitted by law, considered to be an

attorney-client privileged communication and shall not be disclosed except upon the written consent of the CHIEF OF POLICE, or his successor or designee.

VI. CONFLICTS OF INTEREST

- A. ATTORNEYS agree that they shall not represent any person in any DUI or OV/TR offense brought by the Carol Stream Police Department or occurring within the jurisdictional limits of the Village of Carol Stream. ATTORNEYS further agree that they shall not represent any person or entity or be involved in a legal capacity in any way in any litigation against the Village of Carol Stream, or its officers, agents or employees.
- B. In the event the ATTORNEYS must withdraw from the prosecution of an OV/TR PROSECUTIONS case due to a conflict of interest, the ATTORNEYS shall be authorized to amend any OV/TR citation to allege an offense against the People of the State of Illinois, and refer further prosecution of same to the Office of the State's Attorney of DuPage County, and shall notify the CHIEF OF POLICE, KEVIN ORR, or his successor or designee, in writing of said conflict of interest within ten (10) days of the ATTORNEYS becoming aware of said conflict.

VII. TERMINATION OF AGREEMENT

Notwithstanding any other provision hereof, the VILLAGE may terminate this Agreement at any time upon (30) days prior written notice to the ATTORNEYS. In the event that this Agreement is so terminated, the ATTORNEYS shall be paid for services actually performed and reimbursable expenses actually incurred prior to termination, except that reimbursement shall not exceed amounts set forth under Paragraph III, above.

VIII. BREACH OF CONTRACT

If either party violates or breaches any term of this Agreement, such violation or breach shall be deemed to constitute a default, and the other party has the right to seek such administrative, contractual or legal remedies as may be suitable to the violation of breach; and, in addition, if either party, by reason of any default, fails within fifteen (15) days after notice thereof by the other party to comply with the conditions of the Agreement, the other party may terminate this Agreement. Notwithstanding the foregoing, or anything else to the contrary in this Agreement, with the sole exception of an action to recover the monies the VILLAGE has agreed to pay to the ATTORNEYS pursuant to Paragraph III hereof, no action shall be commenced by the ATTORNEYS against the VILLAGE for monetary damages. The ATTORNEYS hereby further waive any and all claims or rights to interest on money claimed to be due pursuant to this Agreement, and waives any and all such rights to interest which it claims it may otherwise be entitled pursuant to law, including, but not limited to, the Local Government Prompt Payment Act (50 ILCS 501/1, *et seq.*), as amended, or the Illinois Interest Act (815 ILCS 205/1, *et seq.*), as amended. The parties hereto further agree that

any action by the ATTORNEYS arising out of this Agreement must be filed within one year of the date the alleged cause of action arose or the same will be time-barred. The provisions of this paragraph shall survive any expiration, completion and/or termination of this Agreement.

IX. INDEMNIFICATION

To the fullest extent permitted by law, the ATTORNEYS agree to and shall indemnify and hold harmless the VILLAGE, its officers, employees, agents, boards and commissions from and against any and all claims, suits, judgments, costs, attorney's fees, damages or other relief, including, but not limited to, worker's compensation claims, in any way resulting from or arising out of a breach of this Agreement by the ATTORNEYS and/or the negligent or willful actions or omissions of the ATTORNEYS in connection herewith, including the negligence or willful actions or omissions of the attorneys, members, employees or agents of the ATTORNEYS arising out of the performance of this Agreement. The provisions of this paragraph shall survive any expiration, completion and/or termination of this Agreement.

X. NO PERSONAL LIABILITY

No official, director, officer, agent or employee of the VILLAGE shall be charged personally or held contractually liable under any term of provision of this Agreement or because of their execution, approval or attempted execution of this Agreement.

XI. INSURANCE

The ATTORNEYS and each of the individual attorneys performing services pursuant to this Agreement shall purchase and maintain during the term of this Agreement insurance coverage which will satisfactorily insure the ATTORNEYS, the individual attorneys, and, where appropriate, the VILLAGE against claims and liabilities which arise out of the work of OV/TR PROSECUTIONS. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the VILLAGE. The insurance coverages shall include, but not necessarily be limited to, professional liability insurance with limits of not less than \$1,000,000.00 per claim covering the ATTORNEYS and the individual attorneys providing services pursuant to this Agreement against all sums which the ATTORNEYS may become obligated to pay on account of any liability arising out of the performance of the professional services for the VILLAGE under this Agreement when caused by any negligent act, error, or omission of the ATTORNEYS or any of the individual attorneys, or others for which whose actions the ATTORNEYS are legally liable. The professional liability insurance shall remain in full force for a period of not less than four (4) years after the completion of the services to be performed by the ATTORNEYS under this Agreement.

XII. NONDISCRIMINATION

In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status, of the presence of any sensory,

mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status or the presence of any sensory, mental or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension, in whole or in part, of the Agreement by the City.

XIII. ASSIGNMENT

Neither this Agreement, nor any part, right or interest hereof, may be assigned to any other person, firm or corporation.

XIV. NO CO-PARTNERSHIP OR AGENCY; INDEPENDENT CONTRACTOR RELATIONSHIP ESTABLISHED

This Agreement shall not be construed so as to create a partnership, joint venture, employment or other agency relationship between the parties hereto. The parties intend that this Agreement shall be construed as establishing an independent contractor relationship between the ATTORNEYS and the VILLAGE.

XV. SEVERABILITY

The parties intend and agree that, if any paragraph, sub-paragraph, phrase, clause or other provision of this Agreement, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Agreement shall remain in full force and effect.

XVI. HEADINGS

The headings of the several paragraphs of this Agreement are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Agreement, nor shall they be construed to effect in any manner the terms and provisions hereof or the interpretation or construction thereof.

XVII. MODIFICATION OR AMENDMENT

This Agreement constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written amendment duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof, or change order as herein provided.

XVIII. APPLICABLE LAW

This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Illinois. Venue for resolution of any disputes or the enforcement of any rights pursuant to this Agreement shall be in the Circuit Court of the Eighteenth Judicial Circuit Court, DuPage County, Illinois.

XIX. WAIVER

Any failure of either the VILLAGE or the ATTORNEYS to strictly enforce any term, right, or condition of this Agreement shall not be construed as a waiver of such term, right, or condition.

XX. NEWS RELEASES

The ATTORNEYS shall not issue any news releases nor make statements to the media without prior approval from the CHIEF OF POLICE, or his successor or designee.

XXI. INTERFERENCE WITH PUBLIC CONTRACTING

The ATTORNEYS certify hereby that they are not barred from submitting a proposal on this Agreement as a result of a violation of 720 ILCS 5/33E, et seq. or any similar state or federal statute regarding bid rigging.

XXII. SEXUAL HARASSMENT

As a condition of this contract, the ATTORNEYS shall have written sexual harassment policies that include, at a minimum, the following information:

- A. the illegality of sexual harassment;
- B. the definition of sexual harassment under state law;
- C. a description of sexual harassment, utilizing examples;
- D. the vendor's internal complaint process including penalties;
- E. the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights, and the Illinois Human Rights Commission;
- F. directions on how to contact the department and commission;
- G. protection against retaliation as provided by Section 6-101 of the Human Rights Act.

A copy of the policies shall be provided by the ATTORNEYS to the Department of Human Rights upon request, pursuant to 775 ILCS 5/2-105.

XXIII. SUBCONTRACT

No portion of the work to be provided by the ATTORNEYS shall be subcontracted without the prior written approval of the CHIEF OF POLICE, KEVIN ORR, or his designee.

XXIV. FREEDOM OF INFORMATION ACT

The ATTORNEYS shall, within twenty-four hours of the VILLAGES's request, provide any documents in the ATTORNEYS' possession related to the Agreement which the VILLAGE is or becomes required to disclose to a requestor under the Illinois Freedom of Information Act.

XXV. NOTICES

All notices, reports and documents required under this Agreement shall be in writing and shall be mailed by First Class Mail, postage prepaid, or by e-mail, addressed as follows:

A. As to the VILLAGE:

Joseph Breinig
VILLAGE MANAGER
500 N. Gary Avenue
Carol Stream, Illinois 60188
e-mail: jbreinig@villageofcarolstream.org

B. As to the ATTORNEYS:

Michelle L. Moore
THE LAW OFFICE OF MICHELLE L. MOORE, LTD.
400 S. County Farm Road
Suite 300
Wheaton, Illinois 60187
e-mail: michelle@mooredigiovanni.com

XXVI. COMPLIANCE WITH LAWS

Notwithstanding any other provision of this Agreement, it is expressly agreed and understood that in connection with the performance of this Agreement that the ATTORNEYS shall comply with all applicable federal, state, city and other requirements of law.

XXVII. EXECUTION IN COUNTER-PARTS

This Agreement may be executed in counter-parts. Signatures transmitted by facsimile or email shall have the same legal effect as original signatures.

IN WITNESS WHEREOF, the parties hereto have entered into and executed this agreement effective as of the ____ day of _____, 2014.

VILLAGE OF CAROL STREAM

**LAW OFFICE OF MICHELLE L.
MOORE, LTD.**

Matthew McCarthy, Mayor Pro Tem

Michelle L. Moore - Member

AGENDA ITEM
K-2 4-2-14

Village of Carol Stream
INTER-DEPARTMENTAL MEMO

TO: Mayor and Trustees
FROM: Robert Mellor, Assistant Village Manager *RM*
DATE: April 18, 2014
RE: Village Bible Church –

Attached is a request from Village Bible Church to use the Kuhn/Birchbark detention basin for a 5 day soccer camp in July. Participants are first through sixth grade students and the Church anticipates there will be approximately 25-30 participants for this summer's camp. The camp is branded as High Power Soccer sponsored by Awana Clubs International and there are 9-11 volunteers who run the camp. Participants bring their own soccer balls and they use large cones for goals and drills. Children are dropped off at the church (located on Kuhn Road) and walk to the field with their coaches. They participate in soccer activities and then walk back to the church. Activities continue at the church in a traditional Vacation Bible School format.

Village Bible Church is requesting a license agreement to use the subject property for soccer camp on Monday – Thursday between the hours of 6:15 p.m. – 8:30 p.m. from July 14, 2014 – July 17, 2014. This agreement does not conflict with the existing license agreement with the Panther's Soccer club to use the same field for their soccer practices. The license agreement requires the Village Bible Church to hold the Village harmless and name the Village as additional insured on their insurance policy.

Attached for the Village Board's consideration is a license agreement between the Village and Village Bible Church to use the Kuhn/Birchbark detention basin for soccer camp from 6:15 p.m. – 8:30 p.m. from July 14, 2014 – July 17, 2014. This license agreement is similar to agreements we have used in the past for these types of activities (Panther's Soccer and Carol Stream Youth Cheerleading Associations). Ray Gurunian, Pastor, Village Bible Church, will be in attendance at the meeting on Monday should you have any questions.

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

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

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

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

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

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

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

Soccer Camp: 1 week from July 14 thru July 17, 2014
Monday thru Thursday, 6:15 p.m.-8:30 p.m.

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

3. The use of the properties by Village Bible Church shall take place only between the hours and dates specified in Section 1 above.
4. Village Bible Church shall cause all litter and trash to be removed after each practice.
5. There will be no vehicle drop-off or pick-up of soccer camp participants at Subject Property
6. The license agreement fee shall be \$1.00 payable upon execution of this agreement.
7. At the end of the period set forth in this license agreement Village Bible Church will return the Subject Property to the Village in the same condition in which it received it, normal wear and tear excepted. In the event the use should cause a deterioration in the quality or quantity of the grass which currently covers the Subject Property, the Village, at its reasonable discretion may require Village Bible Church to re-seed and maintain those damaged portions of the Subject Property until a mature growth of grass occurs or undertake that work and bill Village Bible Church for its actual personnel, material and equipment costs.
8. This agreement shall expire at the end of soccer camp on July 17, 2014. Either party may cancel this license agreement upon prior written notice, but said cancellation shall not affect the obligation of Village Bible Church to hold harmless, defend and indemnify for any events, which took place during the term of the agreement.

DATED THIS 21st DAY OF APRIL, 2014.

VILLAGE OF CAROL STREAM

VILLAGE BIBLE CHURCH

Matt McCarthy, Mayor Pro Tem

Ray Gurunian, Pastor, Village Bible Church



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/16/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FOREST AGENCY 7310 Madison St. Forest Park IL 60130-1706	CONTACT NAME: PHONE (A/C, No, Ext): (708) 383-9000 FAX (A/C, No): (708) 383-9174 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: GuideOne Insurance INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Village Bible Church 600 N. Kuhn Road Carol Stream IL 60188	

COVERAGES CERTIFICATE NUMBER: CL1361702808 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			1113231	6/23/2014	6/23/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 3,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 3,000,000
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> PROPERTY DAMAGE (Per accident) \$						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			1120633	6/23/2014	6/23/2015	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 2,500						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			1120633	6/23/2014	6/23/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The Village of Carol Stream is named as Additional Insured subject to the terms & conditions of the policy and/or endorsements, with respect to the VBS Soccer event on July 14-18, 2014.

CERTIFICATE HOLDER (630) 665-1064 Village of Carol Stream Attn: Bob Mellor 500 North Gary Avenue Carol Stream, IL 60188	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE D Browne CIC, AAI/MTK
---	---

Village of Carol Stream

Inter-Office Memorandum

DATE: April 18, 2014
TO: Joseph E. Breinig, Village Manager
FROM: Christopher M. Oakley, Asst. to the Village Manager *CMO*
RE: Carol Stream Park District - Carnival Permit Fee Waiver Request for Just Play

The Carol Stream Park District has been issued a Town Center Use permit to host their annual Just Play! Recreational Festival scheduled for May 17th – 18th. As part of that 2-day community festival, the Park District contracts with Fun Ones, a party rental company from Carol Stream to staff the Kids Zone which includes a series of inflatable amusement rides for children in attendance. The Village's Business Licensing Code requires amusement and carnival operators to secure a \$500 permit to operate an amusement or carnival event. The Fun Ones are not a licensed carnival operator as their business does not require a state carnival license and their rides are of the inflatable variety and not mechanical and subject to a required state inspection before opening to the public. Village code does not make a distinction between a traditional carnival operator and an amusement company that operates a series of rides in an outdoor setting open to the public.

The Carol Stream Park District has requested a waiver of the \$500 Carnival Operator fee for the operation of the Fun Zone at their upcoming recreational festival. However, all of the operators scheduled to staff the inflatable rides for the Fun Ones throughout the festival will be subject to a background check that includes fingerprinting. This same request was asked of the Village Board last year and subsequently approved. I have attached the letter from the Park District's event coordinator requesting the waiver of the carnival fee. Please include this fee waiver request on the April 21st agenda for the Village Board's consideration.



Board of Commissioners

Tim Powers- President
Wynn Ullman – Vice President
Dan Bird
Brenda Gramann
John Jaszka
Jacqueline Jeffery
Brian Sokolowski

Executive Director
Arnie Biondo

January 23, 2014

Mr. Joe Breinig
Village of Carol Stream
500 N. Gary Ave.
Carol Stream, IL 60188

Dear Joe:

We are requesting a waiver for sound amplification and rental fees for the Earth Day Event, JustPlay Festival, CSBarks Event for 2014. Also, as in previous years, we are kindly requesting a waiver of the \$500 Carnival Fee permit on behalf of the Fun Ones. They will be the provider of many of our FREE attractions for JustPlay.

The events will remain free to the community this year. In 2013 the combined events drew an estimated 13,500 visitors to the Town Center. These events have become a tradition for many residents in the community and draw visitors from a multi state area.

Thank you for your consideration of a fee waiver for Rental and Permit Fees.

Sincerely,

A handwritten signature in black ink that reads "Kelly Carbon". The signature is fluid and cursive, with a long horizontal stroke at the end.

Kelly Carbon
Community Relations Manager
Carol Stream Park District

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 21, 2014**

AGENDA ITEM
L-1 4-21-14

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
AT & T					
SERV FRM MAR 3, THRU APRIL 01 2014	33.46	01652800-52230	TELEPHONE	0515689283001 4/14	
	<u>33.46</u>				
AED SUPERSTORE					
AED PADS	330.00	01662700-53317	OPERATING SUPPLIES	378855	
	<u>330.00</u>				
AFFORDABLE OFFICE INTERIORS					
P/WKS LUNCHROOM FURNITURE	5,067.01	01670400-54412	OTHER EQUIPMENT	37436	
	<u>5,067.01</u>				
AMAZON.COM					
ADJUSTER PULLER	139.41	01696200-53316	TOOLS	2701637 3/6/14	
IMPACT WRENCH	321.80	01696200-53316	TOOLS	0840469 3/6,3/11	
INFLATOR GAUGE	87.22	01696200-53316	TOOLS	0217579 3/11/14	
OIL LIFT DRAIN	91.78	01696200-53317	OPERATING SUPPLIES	0217579 3-4-14	
PANTS/E.FISCHER	122.75	01696200-53324	UNIFORMS	2186770	
PRESSURE WSHR/ WRENCH	130.62	01696200-53350	SMALL EQUIPMENT EXPENSE	0217579 3/3/14	
PRESSURE WSHR/ WRENCH	165.99	01696200-53316	TOOLS	0217579 3/3/14	
SPARK PLUG INSTALLER	11.99	01696200-53316	TOOLS	0217579 3/8/14	
SPARK PLUG KIT	11.99	01696200-53316	TOOLS	217579 3/7/14	
TEST LEAD SET	128.95	01696200-53316	TOOLS	2421274	
	<u>1,212.50</u>				
AMERICAN EXPRESS MERCHANT SERVICES					
AMEX MERCHANT FEE MAR/14	22.74	04203100-52221	UTILITY BILL PROCESSING	INV 969-3 MAR/14	
AMEX MERCHANT FEE MAR/14	22.75	04103100-52221	UTILITY BILL PROCESSING	INV 969-3 MAR/14	
AMEX MERCHANT FEES MAR/14	9.27	04103100-52221	UTILITY BILL PROCESSING	INV 857-3 MAR/14	
AMEX MERCHANT FEES MAR/14	9.27	04203100-52221	UTILITY BILL PROCESSING	INV 857-3 MAR/14	
	<u>64.03</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 21, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
AMERICAN FIRST AID					
FIRST AID SUPPL 2/14	88.29	01650100-53317	OPERATING SUPPLIES	147639	
FIRST AID SUPPL 3/14	127.22	01650100-53317	OPERATING SUPPLIES	149112	
FIRST AID SUPPLIES	24.75	01670100-53317	OPERATING SUPPLIES	147585	
	<u>240.26</u>				
AMERICAN LEGAL PUBLISHING CORP					
MAR/14 CODE OF ORD.	651.00	01580000-52253	CONSULTANT	97923	
	<u>651.00</u>				
AMERICAN MESSAGING					
PAGER SRV MAR/14	44.74	01662500-52243	PAGING	U11134070C	
PAGER SRV MAR/14 (13.43%)	6.94	01662600-52243	PAGING	U11134070C	
	<u>51.68</u>				
AUTO KOOL SYSTEMS					
RADIATOR RECORDED	775.00	01696200-53354	PARTS PURCHASED	RJ065961	
	<u>775.00</u>				
AW DIRECT					
LOCK OUT TOOLS	54.88	01662700-53317	OPERATING SUPPLIES	1020009464	
	<u>54.88</u>				
B & F CONSTRUCTION CODE SERVICES, INC					
PLUMBING INSPECTIONS FOR MARCH 2014	1,773.60	01643700-52253	CONSULTANT	39004	
	<u>1,773.60</u>				
BANK OF AMERICA MERCHANT SERVICES					
CC MERCHANT FEE MAR/2014	1.25	04103100-52221	UTILITY BILL PROCESSING	INV 0887 MAR/14	
CC MERCHANT FEE MAR/2014	1.25	04203100-52221	UTILITY BILL PROCESSING	INV 0887 MAR/14	
CC MERCHANT FEES MAR/14	506.00	04103100-52221	UTILITY BILL PROCESSING	INV 2882-MAR/14	
CC MERCHANT FEES MAR/14	506.01	04203100-52221	UTILITY BILL PROCESSING	INV 2882-MAR/14	
	<u>1,014.51</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 21, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
BARBARA WYDRA					
MUNIS CONFR REIMB FR TRVL/MEALS	113.38	01612900-52223	TRAINING	4/13-4/16 TRNG	
	<u>113.38</u>				
BARN OWL FEED & GARDEN CENTER					
LP TANK GAS FILL	39.35	01670300-53317	OPERATING SUPPLIES	15157	
	<u>39.35</u>				
BASS PRO SHOPS					
CLOTH ALLOW - K LALLY	146.94	01662400-53324	UNIFORMS	9623261	
RANGE AMMO EQUIPMENT	277.10	01662700-53321	AMMUNITION	5007081627	
	<u>424.04</u>				
BLOOMINGDALE TOWNSHIP					
ENVIROMENTAL MOSQUITO MGMT SRV-APRIL/2	8,552.50	01-13010	PRE-PAID ITEMS	202	
	<u>8,552.50</u>				
BRACING SYSTEMS					
HARDWOOD LATH	29.95	01670400-53317	OPERATING SUPPLIES	227102-1	
LATH FOR LOCATES	89.85	04201600-53317	OPERATING SUPPLIES	227316-1	
LATH FOR LOCATING	59.90	04201600-53317	OPERATING SUPPLIES	227168-1	
	<u>179.70</u>				
BRIAN CLUEVER					
PER DIEM 4/26 - 4/30 2014 TRAINING	182.00	01662300-52223	TRAINING	NAT'L LIFESAVER CONF	
	<u>182.00</u>				
BRIAN COOPER					
PER DIEM TRNG 4/26 -4/30 2014	182.00	01662300-52223	TRAINING	NAT'L LIFESAV CONF	
	<u>182.00</u>				
BUILDING & FIRE CODE ACADEMY					
TRAINING- ROBERTA VOGEL/ SM PROJ PLAN REV	195.00	01640100-52223	TRAINING	48978	
	<u>195.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 21, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
C S PARK DISTRICT					
MARCH 2014 BARK PARK PASSES SOLD	203.00	01-24236	BARK PARK MEMBERSHIP	MAR/14 BARK PK	
	<u>203.00</u>				
CANON SOLUTIONS AMERICA					
COPIER MTC/USAGE 01/11 - 02/10 2014	56.69	04200100-52231	COPY EXPENSE	4012356818	
COPIER MTC/USAGE 01/11 - 02/10 2014	56.70	01670100-52231	COPY EXPENSE	4012356818	
COPIER USAGE/MTC BASE 02/28-04/29 2014	85.68	01640100-52226	OFFICE EQUIPMENT MAINTENANCE	4012524999	
	<u>199.07</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 21, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
CARQUEST AUTO PARTS					
AIR FILTER	8.36	01696200-53354	PARTS PURCHASED	2420 298824	
AIR FILTER	24.48	01696200-53354	PARTS PURCHASED	2420-300476	
AUTO BATTERY	225.78	01696200-53354	PARTS PURCHASED	2420-298978	
BATTERIES	231.38	01696200-53354	PARTS PURCHASED	2420-299103	
BATTERY RETURN	-68.00	01696200-53354	PARTS PURCHASED	2420-299117	
BOSCH WIPE	25.18	01696200-53354	PARTS PURCHASED	2420-300701	
BRAKE/ROTOR/PADS (87.82%)	150.77	01696200-53354	PARTS PURCHASED	2420-299504	
CAM KIT	27.98	01696200-53354	PARTS PURCHASED	2420-300144	
CAPSULE	16.22	01696200-53354	PARTS PURCHASED	2420-300577	
CAR BATTERIES	231.38	01696200-53354	PARTS PURCHASED	2420-300632	
CLAMPS AND HOSES	21.69	01696200-53354	PARTS PURCHASED	2420-300196	
CORE RETURN	-86.00	01696200-53354	PARTS PURCHASED	2420298911	
CUT TIP VICTOR	14.81	01696200-53316	TOOLS	2420-300319	
CUT TIP VICTOR SIZE 1	-14.81	01696200-53316	TOOLS	2420-299420	
EXHAUST PIPE	19.94	01696200-53354	PARTS PURCHASED	2420-300189	
FUEL FILTER	5.57	01696200-53354	PARTS PURCHASED	2420-298498	
HEAT SHRINK TUBING	8.78	01696200-53317	OPERATING SUPPLIES	2420-300126	
HI POP OIL FILTER	7.68	01696200-53354	PARTS PURCHASED	2420-300507	
HOSE/ROTOR/PAD	119.68	01696200-53354	PARTS PURCHASED	2420-300715	
HYDRAULIC FITTING	13.80	01696200-53354	PARTS PURCHASED	2420-299639	
HYDRAULIC FITTING	13.80	01696200-53354	PARTS PURCHASED	2420-299678	
LENSES	20.92	01696200-53317	OPERATING SUPPLIES	2420-299504	
OIL & FUEL FILTERS	87.38	01696200-53354	PARTS PURCHASED	2420-298654	
OIL CAP & CALIPER	166.23	01696200-53354	PARTS PURCHASED	3420-298804	
OIL DISPENSER	43.30	01696200-53316	TOOLS	2420-300194	
OIL FILTER	10.32	01696200-53354	PARTS PURCHASED	2420-300469	
OIL FILTER	11.12	01696200-53354	PARTS PURCHASED	2420-300447	
OIL FILTER	11.40	01696200-53354	PARTS PURCHASED	2420-299091	
OIL FILTERS	8.84	01696200-53354	PARTS PURCHASED	2420 298881	
PLENUM CHAMBER	24.17	01696200-53354	PARTS PURCHASED	2420-300188	

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 21, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
RADIATOR	198.36	01696200-53354	PARTS PURCHASED	2420-300192	
RADIATOR CAP	7.91	01696200-53354	PARTS PURCHASED	2420-300227	
RADIATOR FILLER	56.08	01696200-53316	TOOLS	2420-299476	
SIDEWINDER READER	7.91	01696200-53317	OPERATING SUPPLIES	2420-298502	
SMALL EQUIPMENT (52.53%)	131.97	01696200-53350	SMALL EQUIPMENT EXPENSE	2420-299107	
SPARK PLUG	5.26	01696200-53354	PARTS PURCHASED	2420-300810	
TIE RODS	113.09	01696200-53354	PARTS PURCHASED	2420-300775	
TIP CLEANER	5.69	01696200-53316	TOOLS	2420-299419	
TOOLS	119.25	01696200-53316	TOOLS	2420-299107	
TRACTOR BATTERY	42.89	01696200-53354	PARTS PURCHASED	2420-298089	
	<u>2,070.56</u>				
CARSON PIRIE SCOTT					
CLOTH ALLOW - J ZALAK	240.35	01662400-53324	UNIFORMS	1883	
	<u>240.35</u>				
CHICAGO COMMUNICATIONS LLC					
RADIO FOR NEW TRAFFIC UNIT	1,318.00	01662300-53350	SMALL EQUIPMENT EXPENSE	258532	
	<u>1,318.00</u>				
CHICAGO PARTS AND SOUND					
BATTERY	208.72	01696200-53354	PARTS PURCHASED	577327	
COOLING BLOWER MTR.	46.12	01696200-53354	PARTS PURCHASED	578636	
	<u>254.84</u>				
CLARK BAIRD SMITH LLP					
MARCH LABOR COUNSEL	315.00	01570000-52238	LEGAL FEES	4383	
	<u>315.00</u>				
COBAN RESEARCH & TECHNOLOGIES INC					
REPAIR TO #622 HDD	328.00	01662700-53317	OPERATING SUPPLIES	7811	
	<u>328.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 21, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
COMCAST CABLE					
3/11-04/10 MONTHLYFEE	66.95	01664700-53330	INVESTIGATION FUND	0304788 3/14	
	<u>66.95</u>				
COMED					
SERV FRM 2/27 - 03/28 2014	29.30	01670600-53210	ELECTRICITY	2127117053MAR/14	
SERV FRM 02/21 - 03/24 2014	179.19	01670600-53210	ELECTRICITY	4430145005APRL/14	
SERV FRM 02/22 - 03/25 2014	131.14	01670300-53213	STREET LIGHT ELECTRICITY	0822115042APRL/14	
SERV FRM 12-19/13 - 01/22/14	70.64	04201600-52248	ELECTRICITY	2514004009JAN/14	
SRV FRM 02/27 - 03/28 2014	189.10	01670300-53213	STREET LIGHT ELECTRICITY	0815164035MAR/14	
	<u>599.37</u>				
CONCEPT WIRELESS COMMUNICATIONS INC					
RADIO INSTALLATION	313.90	01696200-52244	MAINTENANCE & REPAIR	156269	
	<u>313.90</u>				
CONSTELLATION NEW ENERGY					
SERV FRM 02/21 THRU 03/23 2014	2,633.92	04201600-52248	ELECTRICITY	00141986580001	
	<u>2,633.92</u>				
DAILY HERALD					
BID NTC AD-MUDJACKING	112.70	01580000-52240	PUBLIC NOTICES/INFORMATION	T4365073	
NOTICE-MAINTENANCE BID	58.65	01580000-52240	PUBLIC NOTICES/INFORMATION	T4366534	
	<u>171.35</u>				
DAVID G BAKER					
VLG BOARD MTG TELECAST SRV'S 4/7/14	105.00	01650100-52253	CONSULTANT	040714	
	<u>105.00</u>				
DAWN DAMOLARIS					
MUNIC CONFR MEALS/TRVL REIMBURSEMENT	84.48	01612900-52223	TRAINING	4/13-4/16 TRNG	
	<u>84.48</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 21, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
DISCOVERY BENEFITS					
MARCH FLEX ADMIN	225.00	01600000-52273	EMPLOYEE SERVICES	448873-IN	
	<u>225.00</u>				
DOJES FORENSIC SUPPLIES					
EVIDENCE SUPPLIES	230.32	01662700-53317	OPERATING SUPPLIES	19004	
	<u>230.32</u>				
DU COMM					
RADIO MIC REPAIR (LUCAS)	113.16	01662700-53350	SMALL EQUIPMENT EXPENSE	15129	
	<u>113.16</u>				
DUPAGE CHRYSLER DODGE JEEP					
SEAT BELT	48.20	01696200-53354	PARTS PURCHASED	41581	
	<u>48.20</u>				
DUPAGE COUNTY					
DATA PROCESSING PD MARCH 2014	250.00	01662600-52247	DATA PROCESSING	2902	
ROAD CLOSURE FEE FOR 4TH OF JULY PARADE	50.00	01-13010	PRE-PAID ITEMS	2014 JULY PARADE	
	<u>300.00</u>				
DUPAGE COUNTY DIVISION OF TRANSPORTATION					
FIRE HYDRANT RPR PERMIT 575 RANDY RD	100.00	04200100-52234	DUES & SUBSCRIPTIONS	AP140283 4/14/14	
	<u>100.00</u>				
DUPAGE COUNTY RECORDER					
RELEASE LIEN 410 ESSEX	8.00	01580000-52233	RECORDING FEES	201403060068	
	<u>8.00</u>				
EAST-TECK OFFICE SOLUTIONS, INC.					
TONER CARTRIDGES	190.00	01662600-53314	OFFICE SUPPLIES	11437	
	<u>190.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 21, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
EXAMINER PUBLICATIONS INC					
PUBLIC NOTICE 14051	43.00	01530000-52240	PUBLIC NOTICES/INFORMATION	33008	
	<u>43.00</u>				
FULTON TECHNOLOGIES					
MTC & REPAIR WARNING SIREN 4/1/14-03/31/1!	381.92	01-13010	PRE-PAID ITEMS	MON-288	
	<u>381.92</u>				
GALLS					
2 SPEED PLATES	152.16	01662700-53324	UNIFORMS	001631261	
6 SPEED PLATES	455.40	01662700-53324	UNIFORMS	001541537	
ORR BOOTS	159.99	01660100-53324	UNIFORMS	01618776	
	<u>767.55</u>				
GOLDSTAR PRODUCTS INC					
EXTREME HEAT 55LB.	786.76	04101500-53317	OPERATING SUPPLIES	0056834-IN	
	<u>786.76</u>				
GRAINGER					
RELAYS 4 LIFT STATION	72.64	04101500-53317	OPERATING SUPPLIES	9393074936	
	<u>72.64</u>				
H & H ELECTRIC COMPANY					
STREET LIGHT RPLMNT 3/6/14	2,611.18	01670300-52271	STREET LIGHT MAINTENANCE	22718	
	<u>2,611.18</u>				
HD SUPPLY WATERWORKS					
BRONZE METER CONNECT	274.40	04201400-53333	NEW METERS	C036068	
GASKETS/MUELLER VALVE	285.36	04201600-53317	OPERATING SUPPLIES	C046442	
HYDRANT/VILLAGE DRIVE	320.00	04201600-53317	OPERATING SUPPLIES	C112209	
SERVICE BOX ASSEMBLY	778.83	04201600-53317	OPERATING SUPPLIES	C033734	
STRT BALL CURB	664.31	04201600-53317	OPERATING SUPPLIES	C033726	
	<u>2,322.90</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 21, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
HENDERSON TRUCK EQUIPMENT					
PLOW CYLINDER	380.00	01696200-53354	PARTS PURCHASED	S8-01537	
SPRINGS/BUSHINGS	116.95	01696200-53354	PARTS PURCHASED	S8-01556	
	<u>496.95</u>				
HIGH PSI LIMITED					
FITTING FOR VACTOR	11.34	01696200-53354	PARTS PURCHASED	41151	
	<u>11.34</u>				
HOME DEPOT					
COUPLINGS/FITTINGS	6.10	01696200-53354	PARTS PURCHASED	28983	
GLOVE/DETERGENT/BLADE	99.64	04201600-53317	OPERATING SUPPLIES	71007	
MAILBOX REPAIRS	17.97	01670200-53317	OPERATING SUPPLIES	23125	
PIPE FITTINGS	13.89	04201600-53317	OPERATING SUPPLIES	92433	
PIPE PART/PUMP REPAIR	17.35	04201600-53317	OPERATING SUPPLIES	87964	
PLUMBING PARTS	6.54	01680000-53319	MAINTENANCE SUPPLIES	5949441	
PLYWOOD/EXCAVATIONS	95.72	04201600-53317	OPERATING SUPPLIES	95642	
TOOL RACK	18.67	01670500-53317	OPERATING SUPPLIES	87865	
WET DRY VAC	99.00	01696200-53350	SMALL EQUIPMENT EXPENSE	13514	
	<u>374.88</u>				
HOTELS-MASTERCARD					
ILCMA CONFR BREINIG 2/26/14	170.24	01590000-52223	TRAINING	3112211481	
	<u>170.24</u>				
HOVING CLEAN SWEEP LLC					
FY2014 STREET SWEEPING 3/24 - 3/31 22014	8,319.46	01670600-52272	PROPERTY MAINTENANCE	7768	20140015
	<u>8,319.46</u>				
HR CERTIFICATION.COM					
COBRA TRNG -REBHOLZ	399.00	01600000-52223	TRAINING	07704101219	
	<u>399.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 21, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
I C M A (INTN'L CITY/COUNTY MGMT ASSN)					
ICMA TRNG OAKLEY	239.00	01-13010	PRE-PAID ITEMS	1499701	
	<u>239.00</u>				
I P E L R A					
LESCHER/TALAVERA TRNG 5/22/14	180.00	01-13010	PRE-PAID ITEMS	5/22/14 TRNG	
	<u>180.00</u>				
I R M A					
MARCH MONTHLY DEDUCTIBLE	4,626.65	01650100-52215	INSURANCE DEDUCTIBLES	13204	
MARCH OPTION DEDUCTIBLE	17,141.91	01650100-52215	INSURANCE DEDUCTIBLES	13179	
	<u>21,768.56</u>				
I W E A					
CARNEY,GUENTHER,TIJERINA	45.00	04101500-52223	TRAINING	MAR 27 2014	
	<u>45.00</u>				
I L E E T A					
BABOR DUES/CONFR 3/24-29 2014	412.00	01662700-52223	TRAINING	ILEETA 2014	
JUNGERS DUES/CONFR 3/24-29 2014	412.00	01660100-52223	TRAINING	CONF 2014	
O'BRIEN DUES/CONFR 3/24-29 2014	412.00	01662700-52223	TRAINING	2014 ILEETA	
STELMAR CONF 3/24- 3/29 2014	367.00	01660100-52223	TRAINING	2014 CONF	
	<u>1,603.00</u>				
I L L A S S N O F P R O P E R T Y & E V I D E N C E M G R S					
EVID CONFR- DUMOULIN	355.00	01662400-52223	TRAINING	9384	
	<u>355.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 21, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
INTERNET PURCHASE MASTERCARD					
BRINE PUMP	200.98	01670200-53317	OPERATING SUPPLIES	1979389	
GIS SURVEY 3/4-4/3 2014	24.00	01670100-52234	DUES & SUBSCRIPTIONS	MARCH14	
TRAINING EQUIPMENT	216.49	01662700-52223	TRAINING	4257	
WINZIP SOFTWARE/SOU	132.00	01662400-52255	SOFTWARE MAINTENANCE	560603916810	
	573.47				
INTOXIMETERS INC					
EVIDENCE SUPPLIES	762.00	01662300-53317	OPERATING SUPPLIES	459767	
	762.00				
ITRON INC					
HRDWR/SFTWR MTC MAY 01 THRU JULY 31 2014	1,132.63	01-13010	PRE-PAID ITEMS	328052	
	1,132.63				
J C PENNY					
CLOTH ALLOW - CHACON	69.50	01662400-53324	UNIFORMS	9897	
CLOTH ALLOW - ZALAK	125.00	01662400-53324	UNIFORMS	9898	
CLOTH ALLOW -K LALLY	50.00	01662400-53324	UNIFORMS	6782	
	244.50				
JULIE INC					
QTRLY LOCATES FOR THRU APRIL 2014	404.13	04201600-52272	PROPERTY MAINTENANCE	DOC #34071	
QTRLY LOCATES FOR THRU APRIL 2014	404.14	01670300-52272	PROPERTY MAINTENANCE	DOC #34071	
QTRLY LOCATES FOR THRU APRIL 2014	404.14	04101500-52272	PROPERTY MAINTENANCE	DOC #34071	
	1,212.41				
JASCO ELECTRIC CORPORTION					
PWC/WRC LIGHTING PROJECT-FINAL	6,233.00	01670400-54412	OTHER EQUIPMENT	3458	20140035
PWC/WRC LIGHTING PROJECT-FINAL	23,217.00	04101100-54480	CONSTRUCTION	3458	20140035
	29,450.00				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 21, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
JEWEL-OSCO					
CPA FOOD	26.45	01664776-53325	COMMUNITY RELATIONS	CPA 3/6/14	
CPA FOOD	55.35	01664776-53325	COMMUNITY RELATIONS	133	
	<u>81.80</u>				
JOE COTTON FORD					
ALIGNMENT 08 FORD	179.95	01696200-53353	OUTSOURCING SERVICES	490210	
	<u>179.95</u>				
JP MORGAN CHASE BANK, NA					
CHASE ACCT ANALYSIS FEE MAR/2014	209.46	04203100-52221	UTILITY BILL PROCESSING	INV 9101 MAR/2014	
CHASE ACCT ANALYSIS FEE MAR/2014	209.47	04103100-52221	UTILITY BILL PROCESSING	INV 9101 MAR/2014	
	<u>418.93</u>				
KONICA MINOLTA BUSINESS SOLUTIONS					
COPIER MTC 02/19 - 03/17 2014 PD INVEST	95.58	01662400-52226	OFFICE EQUIPMENT MAINTENAN	Q28264558	
	<u>95.58</u>				
LAUREEN A ROSE LCSW					
CLINICAL CONSULT 1/24/14 M THOMAS	200.00	01662500-52223	TRAINING	1/24/14	
	<u>200.00</u>				
LAW ENFORCEMENT TARGETS INC					
TARGETS	320.73	01662700-53317	OPERATING SUPPLIES	0242489	
	<u>320.73</u>				
LEXISNEXIS					
MONTHLY FEE-FEB/14	175.10	01662400-53330	INVESTIGATION FUND	20140228FEB/14	14
	<u>175.10</u>				
LIVE VIEW GPS INC					
MONTHLY FEE	79.90	01664700-53330	INVESTIGATION FUND	163263	
	<u>79.90</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 21, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
LOWE'S HOME CENTERS					
CLEANING SUPPLIES	14.44	01680000-52219	TC MAINTENANCE	9256030	
PLUMBING PARTS	15.06	01680000-53319	MAINTENANCE SUPPLIES	6997641	
RETN'D PLUMB PARTS	-9.36	01680000-53319	MAINTENANCE SUPPLIES	15340884	
ROOF TAR	9.98	01680000-53319	MAINTENANCE SUPPLIES	8478935	
SALT-VLG HL RAMP	49.80	01680000-53319	MAINTENANCE SUPPLIES	6445015	
T. C. REPAIRS	21.87	01670300-53317	OPERATING SUPPLIES	6329990	
	101.79				
MACY'S					
CLOTH ALLOW - WALKER	135.16	01664700-53324	UNIFORMS	10283860	
	135.16				
MEADE ELECTRIC COMPANY INC					
EVP RPR NORTH/COUNTY	120.20	01670300-52350	TRAFFIC SIGNAL MAINTENANCE	663678	
MTC TRAFF SGNL FEB/14	150.00	01670300-52350	TRAFFIC SIGNAL MAINTENANCE	663913	
SGNL MTC JAN/14	150.00	01670300-52350	TRAFFIC SIGNAL MAINTENANCE	663513	
	420.20				
MENARDS					
30# LP CYCLINDER TANK	61.97	01670300-53317	OPERATING SUPPLIES	10124048088	
OFFICE STORAGE EQUIPMENT	529.44	01600000-53350	SMALL EQUIPMENT EXPENSE	73876041118	
PAINT FOR TC RESTROOM	14.57	01680000-52219	TC MAINTENANCE	036020	
SALT VLG HL	19.56	01680000-53319	MAINTENANCE SUPPLIES	042800	
SHELF FOR FUMMER	39.99	01662400-53317	OPERATING SUPPLIES	054377	
TILE -VLG HALL	100.63	01680000-53319	MAINTENANCE SUPPLIES	30192261	
	766.16				
MIDCO					
NW PHONE FOR NW IT EMPY SEBASTIAN	754.80	01652800-54412	OTHER EQUIPMENT	281066	
	754.80				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 21, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
MIDWEST METER INC					
AMR METER PARTS	2,471.49	04201400-53333	NEW METERS	0054167-IN	
	<u>2,471.49</u>				
MINUTEMAN PRESS					
EAGAN-BUSINESS CARDS	38.12	01662700-53317	OPERATING SUPPLIES	42225	
IBARRIENTOS-BUSINESS CARDS	38.12	01662700-53317	OPERATING SUPPLIES	42434	
JOHNSON-BUSINESS CARDS	38.12	01662700-53317	OPERATING SUPPLIES	42433	
LUCAS-BUSINESS CARDS	38.12	01662700-53317	OPERATING SUPPLIES	42451	
	<u>152.48</u>				
MOORE & DIGIOVANNI, LLC					
LOCAL PROSC 2/21/14	3,200.00	01570000-52235	LEGAL FEES-PROSECUTION	2-21-14	
	<u>3,200.00</u>				
MR SITCO					
APRIL METER READS	1,651.05	04103100-52221	UTILITY BILL PROCESSING	2014012	
APRIL METER READS	1,651.05	04203100-52221	UTILITY BILL PROCESSING	2014012	
	<u>3,302.10</u>				
MULTI PRINTING SOLUTIONS					
DRIVER EXCH FORMS	286.75	01662600-53315	PRINTED MATERIALS	0241979	
	<u>286.75</u>				
N E M R T					
SEARCH/SEIZE 9/24-9/26 IBARRIENTOS	100.00	01662700-52223	TRAINING	173739	
SEARCH/SEIZE CIESLOWSKI	50.00	01662700-52223	TRAINING	177029	
	<u>150.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 21, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
NAPA AUTO CENTER					
BAR PUMP	87.34	01696200-53350	SMALL EQUIPMENT EXPENSE	250423	
PRO EARMUFFS	19.99	01696200-53317	OPERATING SUPPLIES	250757	
TAIL PIPE	35.37	01696200-53354	PARTS PURCHASED	251638	
	<u>142.70</u>				
NATIONAL LAW ENFORCEMENT SUPPLY					
EVIDENCE SUPPLIES	381.91	01662300-53317	OPERATING SUPPLIES	102464	
	<u>381.91</u>				
NEOPOST LEASING					
INK CARTRIDGE	161.99	01612900-53317	OPERATING SUPPLIES	13838656	
	<u>161.99</u>				
NEXTEL COMMUNICATIONS					
01/17-2/16 MTHLY FEE	121.90	01662400-53330	INVESTIGATION FUND	144871676026	
	<u>121.90</u>				
NICOR					
SERV FRM 02/07 - 04/10 2014	71.45	04101500-52277	HEATING GAS	86-60-60-11178APRL14	
SERV FRM 03/10/14-04/08/14	144.26	04201600-52277	HEATING GAS	13-81-12-10007APRL14	
	<u>215.71</u>				
NMI					
GATEWAY FEES FEB/14	10.00	01610100-52256	BANKING SERVICES	250095841	
CC GATEWAY FEES MAR/2014	73.10	04103100-52221	UTILITY BILL PROCESSING	250227709	
CC GATEWAY FEES MAR/2014	73.10	04203100-52221	UTILITY BILL PROCESSING	250227709	
	<u>156.20</u>				
NORTHERN SAFETY CO INC					
AMMO RANGE EQUIPMENT	270.79	01662700-53321	AMMUNITION	980262207	
	<u>270.79</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 21, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
OFFICE DEPOT					
2 SSU OFFICE CHAIRS	528.60	01662500-53350	SMALL EQUIPMENT EXPENSE	696378186001	
BANKER BOXES	86.50	01600000-53314	OFFICE SUPPLIES	695616778001	
CLIP BOARDS	3.20	01690100-53314	OFFICE SUPPLIES	693827316	
DRAFT BUDGET SUPPLIES	14.49	01610100-53317	OPERATING SUPPLIES	8778	
FILE FOLDERS/VELLUM	26.91	01670100-53314	OFFICE SUPPLIES	696281698	
FLASH DRIVE	7.95	01670100-53314	OFFICE SUPPLIES	693827378	
FLASH DRIVE	7.95	04200100-53314	OFFICE SUPPLIES	693827378	
HIGHLIGHTER/BATTERIES (50.01%)	26.92	04200100-53314	OFFICE SUPPLIES	696281698	
OFFICE CHAIR	176.00	01620100-53350	SMALL EQUIPMENT EXPENSE	696413482001	
OFFICE SUPPILES	99.04	01640100-53314	OFFICE SUPPLIES	696862901	
OFFICE SUPPLIES	0.30	01640100-53314	OFFICE SUPPLIES	696862762	
OFFICE SUPPLIES	53.42	01662600-53314	OFFICE SUPPLIES	695874103001	
OFFICE SUPPLIES	59.78	01650100-53314	OFFICE SUPPLIES	702032759001	
OFFICE SUPPLIES	85.35	01662600-53314	OFFICE SUPPLIES	696664100001	
OFFICE SUPPLIES	376.29	01662600-53314	OFFICE SUPPLIES	696168344001	
OFFICE SUPPLIES (4.72%)	6.46	01612900-53317	OPERATING SUPPLIES	694360589001	
PENS	30.55	04200100-53314	OFFICE SUPPLIES	6938273177	
SHARP CALCULATOR	130.49	01612900-53350	SMALL EQUIPMENT EXPENSE	694360589001	
SHREDDER ROLL CALL	399.99	01662700-53350	SMALL EQUIPMENT EXPENSE	696286055001	
SUPPLIES	50.13	01612900-53317	OPERATING SUPPLIES	696937317001	
SUPPLIES	50.93	01612900-53317	OPERATING SUPPLIES	702308523001	
TAPE (50%)	30.54	01670100-53314	OFFICE SUPPLIES	6938273177	
	2,251.79				
OFFICE MAX					
FILE CABINET LABELS	29.97	01600000-53350	SMALL EQUIPMENT EXPENSE	940366662	
	29.97				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 21, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
PAHCS II					
HEP B#2 CIESLOWSKI & NON OFFCR DRG TEST	134.00	01662700-52236	MANAGEMENT PHYSICALS	153422	
HEP B#2 CIESLOWSKI & NON OFFCR DRG TEST	385.05	01600000-52225	EMPLOYMENT PHYSICALS	153422	
HEP B#2 CIESLOWSKI & NON OFFCR DRG TEST	1,713.00	01510000-52228	PERSONNEL HIRING	153422	
HEPATITIS B#2 GREG A RIEMER	76.00	01662700-52236	MANAGEMENT PHYSICALS	154381	
	<u>2,308.05</u>				
POMPS TIRE SERVICE					
TIRES	257.56	01696200-53354	PARTS PURCHASED	280025384	
TURF TIRE RTRN'D	-91.66	01696200-53354	PARTS PURCHASED	410092845	
	<u>165.90</u>				
PSYCHOTHERAPY NETWORKER					
2014 RNWL M THOMAS	18.00	01662500-52234	DUES & SUBSCRIPTIONS	MBT2014	
INTERN MATERIAL	18.00	01662500-52234	DUES & SUBSCRIPTIONS	INTERN2014	
	<u>36.00</u>				
R.S. HUGHES					
SAFETY HARNESS - VLG HALL	125.00	01680000-53350	SMALL EQUIPMENT EXPENSE	75063481-00	
	<u>125.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 21, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
RAY O'HERRON CO					
BAUGHMAN	97.95	01662700-53324	UNIFORMS	1407882	
BUSCH	115.99	01662700-53324	UNIFORMS	1406986	
CADLE	74.00	01662700-53324	UNIFORMS	1410327	
CASTRO	139.99	01664700-53324	UNIFORMS	1406987	
CIESLOWSKI	165.94	01662700-53324	UNIFORMS	14009916	
COOPER	69.00	01662300-53324	UNIFORMS	1410331	
DAUGERDAS	165.94	01662700-53324	UNIFORMS	1408584	
DUMOULIN	113.99	01662400-53324	UNIFORMS	1409911	
EBY	115.99	01662700-53324	UNIFORMS	1409913	
EBY	209.80	01664700-53324	UNIFORMS	1406989	
FRY	104.00	01662700-53324	UNIFORMS	1406419	
IBARRIENTOS	47.85	01662700-53324	UNIFORMS	1409914	
LARSEN	127.69	01662700-53324	UNIFORMS	1406988	
LARSEN	135.99	01662700-53324	UNIFORMS	1409910	
LUCAS	20.00	01662700-53324	UNIFORMS	1407233	
LUCAS	74.95	01662700-53324	UNIFORMS	1410333	
OBRIEN	115.99	01662700-53324	UNIFORMS	1408349	
PLACKETT	99.00	01662300-53324	UNIFORMS	1410330	
RANWEILER	115.99	01662700-53324	UNIFORMS	1407881	
RUDELICH	115.99	01664700-53324	UNIFORMS	1410335	
SCHNEIDER	32.00	01662700-53324	UNIFORMS	1407232	
	2,258.04				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 21, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
RESTAURANT-MASTERCARD					
COMP PLAN - MEETING	183.59	01641800-52222	MEETINGS	1581770	
CPA FOOD	24.75	01664776-53325	COMMUNITY RELATIONS	113	
CPA FOOD	92.70	01664776-53325	COMMUNITY RELATIONS	79	
CPA FOOD	254.75	01664776-53325	COMMUNITY RELATIONS	246	
CPA FOOD	300.50	01664776-53325	COMMUNITY RELATIONS	227 3/6/14	
FIU MEETING	23.76	01662700-52222	MEETINGS	404313	
SPECIAL MTG 3/3/14	165.18	01520000-52222	MEETINGS	000234	
	<u>1,045.23</u>				
RYDIN DECAL					
VIDEO GAMING LICENSES 2014-2015	327.71	01612900-53315	PRINTED MATERIALS	293104	
	<u>327.71</u>				
SAFEKIDS WORLDWIDE					
POPE CLS REG	85.00	01-13010	PRE-PAID ITEMS	20130927860	
	<u>85.00</u>				
SAINT CHARLES POLICE DEPARTMENT					
USE OF FACILITY 5/1/14 THRU 4/30/15 (4) DAYS	800.00	01-13010	PRE-PAID ITEMS	04/11/14	
	<u>800.00</u>				
SEARS HARDWARE					
BOOTS/E.FISCHER	99.99	01696200-53324	UNIFORMS	011725248311	
HAND TOOLS	8.78	01696200-53316	TOOLS	011725314960	
TOOLS/PLIERS	74.98	01696200-53316	TOOLS	011721098539	
	<u>183.75</u>				
SEAWAY SUPPLY CO					
TOILET TISSUE/TOWELS	156.00	04201600-53317	OPERATING SUPPLIES	97434	
WIPER CLOTHS (50%)	156.00	01670400-53317	OPERATING SUPPLIES	97434	
	<u>312.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 21, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
SERVICE COMPONENTS INC					
STEEL LOCK NUTS	19.04	01696200-53317	OPERATING SUPPLIES	80899	
	<u>19.04</u>				
SIGN A RAMA					
TRUCK GRAPHICS	273.32	04201400-54415	VEHICLES	2440	
	<u>273.32</u>				
SIGNS BY TOMORROW					
DUNTEMAN MAGNET	20.00	01664700-53317	OPERATING SUPPLIES	109653	
	<u>20.00</u>				
SIRCHIE FINGER PRINT LABORATORIES					
EVIDENCE SUPPLIES	142.00	01662700-53317	OPERATING SUPPLIES	0158362-IN	
	<u>142.00</u>				
SNAP ON INDUSTRIAL					
DUAL VIEW IMAGER	178.00	01696200-53316	TOOLS	21861526	
	<u>178.00</u>				
SQUEEGEE BROS INC					
DARE SHIRTS	637.50	01664765-53325	COMMUNITY RELATIONS	SBDARE14-2	
DATE SHIRTS	600.00	01664765-53325	COMMUNITY RELATIONS	SBDARE14-1	
	<u>1,237.50</u>				
ST AUBIN NURSERY					
TREES	3,398.75	01670700-52268	TREE MAINTENANCE	11978	
TREES	30,588.75	01670700-52281	EAB REMOVAL/REPLACEMENT	11978	
	<u>33,987.50</u>				
STEPHEN A LASER ASSOCIATES P C					
POST-OFFCR PSYCH ASSESSMENT PD CAND- P HE	600.00	01510000-52228	PERSONNEL HIRING	2003540	
	<u>600.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 21, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
SUBURBAN LABORATORIES INC					
COLIFORM COMPLIANCE	210.50	04201600-52279	LAB SERVICES	110630	
COLIFORM TEST	184.00	04201600-52279	LAB SERVICES	110189	
COMPLIANCE TESTING	245.00	04201600-52279	LAB SERVICES	35178	
	<u>639.50</u>				
SUNRISE CHEVROLET					
BATTERY CABLE	86.24	01696200-53354	PARTS PURCHASED	812709	
THROTTLE/GASKET	230.38	01696200-53354	PARTS PURCHASED	813390	
	<u>316.62</u>				
TERRACE SUPPLY COMPANY					
EQUIP RTNL -FEB/14	26.60	01696200-52264	EQUIPMENT RENTAL	935886	
	<u>26.60</u>				
TEXOR PETROLEUM					
FUEL-UNLEADED	26,157.66	01696200-53356	GAS PURCHASED	4257022-41501	
	<u>26,157.66</u>				
THE UPS STORE					
RETURN PROJECTOR	44.96	01652800-53317	OPERATING SUPPLIES	3415888078	
	<u>44.96</u>				
THIRD MILLENIUM ASSOCIATES INCORPORATED					
E PAY SERVER MAR/14	225.00	04103100-52221	UTILITY BILL PROCESSING	16804	
E PAY SERVER MAR/14	225.00	04203100-52221	UTILITY BILL PROCESSING	16804	
	<u>450.00</u>				
THOMAS ENGINEERING GROUP, LLC					
PROFESSIONAL ENGINEERING SRV'S THRU 3/31/	2,700.46	04201600-54480	CONSTRUCTION	14-038	20140034
	<u>2,700.46</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 21, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
TITAN SUPPLY INC					
JANITORIAL SUPPLIES	362.94	01680000-53320	JANITORIAL SUPPLIES	3304	
	<u>362.94</u>				
TKB ASSOCIATES INC					
COM DEV SCANNER	2,990.00	01652800-54412	OTHER EQUIPMENT	10796	
	<u>2,990.00</u>				
TKK ELECTRONICS LLC					
DOCKING STATION/ANTENNA FOR TRAFFIC	907.00	01662300-53350	SMALL EQUIPMENT EXPENSE	9510	
	<u>907.00</u>				
TRAFFIC CONTROL & PROTECTION					
BARRICADE/CELL FLASHE (71.66%)	1,213.75	01670300-53317	OPERATING SUPPLIES	79537	
BLANK SIGNS STR NAMES	356.40	01670300-53317	OPERATING SUPPLIES	79361	
METRO WING BRACKETS	480.00	01670300-53344	STREET SIGNS	79537	
SIGN ENT @ GLENBARD	87.65	01670300-53317	OPERATING SUPPLIES	79446	
	<u>2,137.80</u>				
TRANS UNION LLC					
MNTHLLY FEE 1/26-2/25	113.12	01662400-53330	INVESTIGATION FUND	02400733	
	<u>113.12</u>				
TRAVEL-MASTERCARD					
PARKING JONES	31.00	01662400-53330	INVESTIGATION FUND	49775	
PARKING JONES	37.00	01662400-53330	INVESTIGATION FUND	02962	
PRK FEE 2/26 TALAVERA	13.00	01652800-52223	TRAINING	26	
	<u>81.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 21, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
TRISOURCE SOLUTIONS LLC					
CC MERCHANT FEES MAR/2014	685.82	04103100-52221	UTILITY BILL PROCESSING	INV 7833 MAR/14	
CC MERCHANT FEES MAR/2014	685.82	04203100-52221	UTILITY BILL PROCESSING	INV 7833 MAR/14	
VS CC MERCHANT FEE MAR/2014	15.00	01610100-52256	BANKING SERVICES	INV 1420 MAR/2014	
	<u>1,386.64</u>				
TYCO INTEGRATED SECURITY LLC					
3/1/-5/31/14 CHRGR CT	38.25	04100100-52234	DUES & SUBSCRIPTIONS	21115529	
	<u>38.25</u>				
TYLER TECHNOLOGIES INC					
FORM CONFIGURATION	3,000.00	01612900-52255	SOFTWARE MAINTENANCE	045-106358	
	<u>3,000.00</u>				
U S POSTMASTER					
POSTAGE 3/27/14 WTR BILL	2,213.62	04103100-52229	POSTAGE	INV #1529 MAR/14	
POSTAGE 3/27/14 WTR BILL	2,213.63	04203100-52229	POSTAGE	INV #1529 MAR/14	
S/O NOTICES APRIL/2014	50.40	04103100-52229	POSTAGE	INV #1529 APRIL/14	
S/O NOTICES APRIL/2014	50.40	04203100-52229	POSTAGE	INV #1529 APRIL/14	
	<u>4,528.05</u>				
UNIFIRST CORPORATION					
MATS/TOWELS - 2-25-14 (46.29%)	41.28	01670100-53317	OPERATING SUPPLIES	934148	
MATS/TOWELS 3-4-14 (52.09%)	52.08	01670100-53317	OPERATING SUPPLIES	0935591	
UNIFORMS - 2-25-14 (37.56%)	33.50	01696200-52267	UNIFORM CLEANING	934148	
UNIFORMS 3-4-14 (33.51%)	33.50	01696200-52267	UNIFORM CLEANING	0935591	
WIPES - 2-25-14	14.40	01696200-53317	OPERATING SUPPLIES	934148	
WIPES 3-4-14	14.40	01696200-53317	OPERATING SUPPLIES	0935591	
	<u>189.16</u>				
UNITED LABORATORIES					
SPECIALTY CHEMICALS	1,305.76	04101500-53317	OPERATING SUPPLIES	075986	
	<u>1,305.76</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 21, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
UNITED STATES POSTAL SERVICE					
MAILING TO IEPA	3.79	04200100-52229	POSTAGE	891	
PASSPORT 03/05/14	5.05	01610100-52229	POSTAGE	291667485	
PASSPORT 03/05/14	18.11	01610100-52229	POSTAGE	291656476	
PASSPORT 03/07/14-1	5.05	01610100-52229	POSTAGE	291908466	
PASSPORT 03/07/14-2	18.11	01610100-52229	POSTAGE	291895789	
PASSPORT 03/10/14	5.05	01610100-52229	POSTAGE	292081481	
PASSPORT 03/10/14	18.11	01610100-52229	POSTAGE	292169248	
PASSPORT 03/12/14	5.05	01610100-52229	POSTAGE	292354282	
PASSPORT 03/12/14	18.11	01610100-52229	POSTAGE	292428760	
PASSPORT 03/13/14	5.05	01610100-52229	POSTAGE	292479931	
PASSPORT 03/13/14	5.05	01610100-52229	POSTAGE	292491638	
PASSPORT 03/14/14	5.05	01610100-52229	POSTAGE	292588217	
PASSPORT 03/14/14	18.11	01610100-52229	POSTAGE	292615522	
PASSPORT 03/17/14	5.05	01610100-52229	POSTAGE	292836299	
PASSPORT 03/17/14	5.05	01610100-52229	POSTAGE	292837181	
PASSPORT 03/17/14	18.11	01610100-52229	POSTAGE	292865840	
PASSPORT 03/18/14	5.05	01610100-52229	POSTAGE	292915970	
PASSPORT 03/19/14	5.05	01610100-52229	POSTAGE	293050585	
PASSPORT 03/20/14	5.05	01610100-52229	POSTAGE	293247021	
PASSPORT RFND 2/13	-5.05	01610100-52229	POSTAGE	289840709CR	
PASSPORT-02/21/14	5.05	01610100-52229	POSTAGE	290579360	
PASSPORT-02/24/14	5.05	01610100-52229	POSTAGE	290695946	
PASSPORT-02/25/14	5.05	01610100-52229	POSTAGE	290856027	
PASSPORT-02/26/14	5.05	01610100-52229	POSTAGE	291030565	
PASSPORT-02/28/14	5.05	01610100-52229	POSTAGE	291197747	
PASSPORT-03/03/14	5.05	01610100-52229	POSTAGE	291394968	
URINE KIT TO LAB	14.70	01662400-53317	OPERATING SUPPLIES	93	
	213.00				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 21, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
UPS GROUND SERVICE					
COBAN SHIPMENT	11.40	01662700-53317	OPERATING SUPPLIES	1Z86V23T0397	
	11.40				
USA BLUE BOOK					
HYDRANT REPAIR KIT	531.80	04201600-53317	OPERATING SUPPLIES	278656	
PAINT - BLUE	259.74	04201600-53317	OPERATING SUPPLIES	287103	
PAINT - GREEN (40%)	173.16	04101500-53317	OPERATING SUPPLIES	287103	
	964.70				
USAT CORPORATION					
SOFTWARE CRADLEPOINT	130.00	01652800-52255	SOFTWARE MAINTENANCE	10044320	
	130.00				
VILLA PARK ELECTRICAL SUPPLY CO INC					
COVERALLS-TIJERINA	77.00	04200100-53324	UNIFORMS	01834264	
	77.00				
WAL MART					
DARE GRADUATION	31.68	01664765-53325	COMMUNITY RELATIONS	03727	
FRAMES & BATTERIES	56.00	01660100-53317	OPERATING SUPPLIES	04684	
WATER-BRD MTG	4.98	01680000-53314	OFFICE SUPPLIES	00119	
	92.66				
WELCH BROS INC					
GROUT/SEAL LEAKS	47.87	04101500-53317	OPERATING SUPPLIES	1471146	
	47.87				
WEST SIDE TRACTOR SALES					
BUCKET EDGE	322.69	01696200-53354	PARTS PURCHASED	N99837	
	322.69				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 21, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
WILDLAND MANAGEMENT INC					
PRESCRIBED BURNS-PONDS	5,900.00	01620100-52272	PROPERTY MAINTENANCE	4/15/14	20140041
	<u>5,900.00</u>				
WILLS BURKE KELSEY ASSOCIATES, LTD					
PHASE II BRIDGE RPLMNT PROJ-FRM FEB 23-MAI	8,982.69	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	13819	20140040
	<u>8,982.69</u>				
WRIGHT AUTOMOTIVE INC					
RPLMNT VEHICLE 2014 FORD F150 ENGR DEPT	17,205.00	01622200-54415	VEHICLES	2014 FORD F-150	
	<u>17,205.00</u>				
ZEUS BATTERY PRODUCT					
BATTERIES 9V	19.80	04201600-53317	OPERATING SUPPLIES	00209097	
BATTERIES D SIZE (86.08%)	122.40	01670300-53317	OPERATING SUPPLIES	00209097	
	<u>142.20</u>				
GRAND TOTAL	<u><u>\$248,172.41</u></u>				

AGENDA ITEM
L-2 4-21-14

ADDENDUM WARRANTS
April 8, 2014 thru April 21, 2014

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll March 31, 2014 thru April 13, 2014	447,172.24
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll March 31, 2014 thru April 13, 2014	34,535.78
*General/ W& S	A C H	Ill Funds	I P B C for April 2014	<u>241,139.19</u>
				722,847.21

Approved this _____ day of _____, 2014

By: _____
Frank Saverino Sr - Mayor

Beth Melody - Village Clerk

The preceding list of bills payable totaling \$248,172.41 was reviewed and approved for payment.

Approved by:



Joseph Breinig - Village Manager

Date: 4/18/14

Authorized by:

Frank Saverino Sr - Mayor

Beth Melody - Village Clerk

Date: _____

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

AGENDA ITEM
m-4 4-21-14

	MONTH				YTD				BUDGET				
	Last Year Mar	Current Year Mar	Monthly Variance \$ %		Last Year YTD	Current Year YTD	YTD Variance \$ %		Annual Budget	YTD Budget	YTD Actual	Variance \$ %	
REVENUES													
Sales Tax	\$ 484,606	\$ 571,401	86,795	18%	\$ 4,720,729	\$ 5,583,446	862,718	18%	\$ 5,525,000	\$ 5,100,327	\$ 5,583,446	483,120	9%
Home Rule Sales Tax	288,823	344,246	55,423	19%	2,744,273	3,319,494	575,221	21%	3,205,000	2,957,896	3,319,494	361,599	12%
State Income Tax	211,250	221,156	9,907	5%	3,211,956	3,482,946	270,990	8%	3,785,000	3,403,793	3,482,946	79,153	2%
Utility Tax - Electricity	154,165	172,122	17,956	12%	1,738,074	1,766,260	28,186	2%	1,820,000	1,679,593	1,766,260	86,667	5%
Telecommunications Tax	126,610	118,745	(7,865)	-6%	1,514,955	1,338,522	(176,432)	-12%	1,450,000	1,312,599	1,338,522	25,924	2%
Fines (Court, Ord., ATLE, Towing)	143,000	154,295	11,295	8%	1,409,903	1,482,903	73,001	5%	1,552,000	1,433,627	1,482,903	49,277	3%
Natural Gas Use Tax	101,407	126,566	25,158	25%	447,209	590,361	143,152	32%	575,000	486,967	590,361	103,393	21%
Other Taxes (Use, Hotel, PPRT Real Estate, Road & Bridge)	142,080	130,302	(11,778)	-8%	1,607,242	1,912,884	305,643	19%	1,688,800	1,566,063	1,912,884	346,821	22%
Licenses (Vehicle, Liquor, etc.)	13,577	22,286	8,709	64%	487,321	509,592	22,272	5%	591,500	490,112	509,592	19,480	4%
Cable Franchise Fees	-	-	-	0%	460,575	421,906	(38,669)	-8%	580,000	531,667	421,906	(109,760)	-21%
Building Permits	55,519	45,745	(9,774)	-18%	519,489	517,820	(1,669)	0%	528,000	493,958	517,820	23,861	5%
Fees for Services	57,947	36,179	(21,768)	-38%	527,425	555,473	28,048	5%	566,200	529,242	555,473	26,231	5%
Interest Income	2,972	3,076	104	4%	33,708	29,755	(3,953)	-12%	35,000	32,083	29,755	(2,328)	-7%
All Other / Miscellaneous	70,487	79,417	8,930	13%	653,167	714,601	61,435	9%	573,500	520,083	714,601	194,518	37%
Revenue Totals	1,852,444	2,025,535	173,092	9%	20,076,023	22,225,965	2,149,941	11%	22,475,000	20,538,008	22,225,965	1,687,956	8%
EXPENDITURES													
Fire & Police Commission	-	1,439	1,439	100%	20,004	35,248	15,243	76%	20,991	19,239	35,248	16,009	83%
Legislative Board	2,458	2,734	276	11%	99,640	99,720	81	0%	124,940	120,882	99,720	(21,162)	-18%
Plan Commission & ZBA	261	-	(261)	-100%	3,306	2,790	(515)	-16%	5,833	5,346	2,790	(2,556)	-48%
Legal Services	27,407	18,517	(8,890)	-32%	212,686	258,039	45,352	21%	330,000	302,500	258,039	(44,461)	-15%
Village Clerk	1,876	2,054	179	10%	33,924	31,781	(2,142)	-6%	36,194	33,343	31,781	(1,561)	-5%
Administration	34,954	36,151	1,197	3%	433,450	438,443	4,993	1%	488,882	451,236	438,443	(12,793)	-3%
Employee Relations	16,424	17,101	676	4%	212,330	206,441	(5,890)	-3%	270,175	251,844	206,441	(45,403)	-18%
Financial Management	59,373	59,473	100	0%	795,686	782,098	(13,588)	-2%	874,972	809,229	782,098	(27,131)	-3%
Engineering Services	66,995	61,061	(5,934)	-9%	796,434	737,260	(59,175)	-7%	879,837	810,834	737,260	(73,574)	-9%
Community Development	64,730	63,489	(1,241)	-2%	748,748	747,667	(1,080)	0%	992,671	914,529	747,667	(166,862)	-18%
Management Services	100,458	102,006	1,549	2%	805,525	886,946	81,420	10%	888,804	822,527	886,946	64,418	8%
Police	863,141	904,356	41,215	5%	11,300,292	11,843,795	543,503	5%	12,704,792	11,769,358	11,843,795	74,437	1%
Public Works	260,216	220,145	(40,071)	-15%	2,994,103	3,317,797	323,695	11%	3,532,551	3,315,843	3,317,797	1,954	0%
Municipal Building	22,533	23,079	546	2%	343,394	294,211	(49,183)	-14%	339,708	312,714	294,211	(18,503)	-6%
Municipal Garage	(46,360)	(5,983)	40,377	-87%	10,043	51,599	41,556	414%	-	-	51,599	51,599	100%
Transfers and Agreements	172,171	197,364	25,193	15%	313,341	452,965	139,623	45%	814,800	637,213	452,965	(184,248)	-29%
Town Center	(327)	-	327	-100%	33,428	35,708	2,280	7%	39,850	39,850	35,708	(4,142)	-10%
Expenditure Totals	1,646,310	1,702,986	56,676	3%	19,156,334	20,222,508	1,066,173	6%	22,345,000	20,616,487	20,222,508	(393,979)	-2%
Net Increase / (Decrease)	206,133	322,549	116,415		919,689	2,003,457	1,083,768		130,000	(78,478)	2,003,457	2,081,935	

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

MONTH

YTD

BUDGET

REVENUES

	Last Year	Current Year	Monthly Variance	
	Mar	Mar	\$	%
Water Billings	\$ 409,069	\$ 476,626	67,557	17%
Sewer Billings	162,876	175,676	12,800	8%
Penalties/Admin Fees	13,782	16,029	2,248	16%
Connection/Expansion Fees	18,270	14,975	(3,295)	-18%
Interest Income	4,221	4,356	135	3%
Rental Income	14,053	14,382	329	2%
All Other / Miscellaneous	4,884	3,753	(1,131)	-23%
Revenue Totals	627,154	705,797	78,643	13%

	Last Year	Current Year	YTD Variance	
	YTD	YTD	\$	%
Water Billings	\$ 5,203,973	\$ 5,558,151	354,178	7%
Sewer Billings	2,324,909	2,215,528	(109,381)	-5%
Penalties/Admin Fees	157,577	156,946	(631)	0%
Connection/Expansion Fees	67,300	104,944	37,644	56%
Interest Income	40,180	46,469	6,288	16%
Rental Income	147,744	156,132	8,388	6%
All Other / Miscellaneous	300,298	114,401	(185,897)	-62%
Revenue Totals	8,241,981	8,352,570	110,589	1%

	Annual	YTD	YTD	Variance	
	Budget	Budget	Actual	\$	%
Water Billings	\$ 6,100,000	\$ 5,528,076	\$ 5,558,151	30,075	1%
Sewer Billings	2,400,000	2,200,159	2,215,528	15,369	1%
Penalties/Admin Fees	161,000	147,583	156,946	9,363	6%
Connection/Expansion Fees	55,000	50,417	104,944	54,527	108%
Interest Income	35,000	32,083	46,469	14,385	45%
Rental Income	171,000	156,750	156,132	(618)	0%
All Other / Miscellaneous	88,000	85,833	114,401	28,567	33%
Revenue Totals	9,010,000	8,200,901	8,352,570	151,669	2%

EXPENDITURES

	Last Year	Current Year	Monthly Variance	
	Mar	Mar	\$	%
Salaries & Benefits	96,192	92,296	(3,897)	-4%
Purchase of Water	333,103	410,419	77,315	23%
WRC Operating Contract	126,829	130,405	3,577	3%
Maintenance & Operating	97,442	66,409	(31,033)	-32%
IEPA Loan P&I	-	-	-	0%
DWC Loan P&I	-	-	-	0%
Capital Outlay	4,702	18,750	14,049	299%
Expenditure Totals	658,268	718,279	60,011	9%

	Last Year	Current Year	YTD Variance	
	YTD	YTD	\$	%
Salaries & Benefits	1,030,997	1,056,643	25,646	2%
Purchase of Water	3,516,664	4,088,122	571,459	16%
WRC Operating Contract	1,428,171	1,538,006	109,836	8%
Maintenance & Operating	1,664,357	985,091	(679,266)	-41%
IEPA Loan P&I	214,325	214,325	-	0%
DWC Loan P&I	12,751	61,795	49,044	385%
Capital Outlay	1,567,821	607,272	(960,550)	-61%
Expenditure Totals	9,435,086	8,551,254	(883,832)	-9%

	Annual	YTD	YTD	Variance	
	Budget	Budget	Actual	\$	%
Salaries & Benefits	1,261,786	1,164,726	1,056,643	(108,083)	-9%
Purchase of Water	4,530,000	4,137,081	4,088,122	(48,959)	-1%
WRC Operating Contract	1,768,299	1,620,941	1,538,006	(82,934)	-5%
Maintenance & Operating	1,301,745	1,193,266	985,091	(208,176)	-17%
IEPA Loan P&I	428,650	428,650	214,325	(214,325)	-50%
DWC Loan P&I	61,795	61,795	61,795	0	0%
Capital Outlay	1,072,000	1,072,000	607,272	(464,728)	-43%
Expenditure Totals	10,424,275	9,678,459	8,551,254	(1,127,205)	-12%

Net Increase / (Decrease)

	(31,115)	(12,482)	18,633	
--	-----------------	-----------------	---------------	--

	(1,193,105)	(198,684)	994,421	
--	--------------------	------------------	----------------	--

	(1,414,275)	(1,477,557)	(198,684)	1,278,873
--	--------------------	--------------------	------------------	------------------

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

	MONTH				YTD				BUDGET*		
	Last Year Mar	Current Year Mar	Monthly Variance \$ %		Last Year YTD	Current Year YTD	YTD Variance \$ %		Annual Budget	YTD Actual	% of Total
CAPITAL PROJECTS FUND											
REVENUES											
Capital Grants	\$ 5,615	\$ -	(5,615)	-100%	\$ 770,086	\$ 60,616	(709,470)	-92%	\$ 212,000	\$ 60,616	29%
Interest Income	2,546	(11,797)	(14,343)	-563%	43,327	43,805	478	1%	70,000	43,805	63%
All Other / Miscellaneous	69,490	-	(69,490)	-100%	109,019	10,980	(98,038)	-90%	122,000	10,980	0%
Revenue Totals	77,651	(11,797)	(89,448)	-115%	922,431	115,402	(807,030)	-87%	404,000	115,402	29%
EXPENDITURES											
Roadway Improvements	161,568	28,847	(132,721)	-82%	3,529,504	854,765	(2,674,739)	-76%	1,491,000	854,765	57%
Facility Improvements	-	-	-	0%	-	371,436	371,436	100%	704,000	371,436	0%
Stormwater Improvements	261	-	(261)	-100%	274,885	35,471	(239,414)	-87%	121,000	35,471	29%
Miscellaneous	(1,300)	-	1,300	-100%	2,864	334,758	331,894	11589%	115,000	334,758	0%
Expenditure Totals	160,528	28,847	(131,682)	-82%	3,807,253	1,596,430	(2,210,822)	-58%	2,431,000	1,596,430	66%
Net Increase / (Decrease)	(82,877)	(40,644)	42,233	-51%	(2,884,821)	(1,481,029)	1,403,792	-49%	(2,027,000)	(1,481,029)	73%
MFT FUND											
REVENUES											
Motor Fuel Tax Allotments	\$ 67,792	\$ 80,647	12,854	19%	\$ 1,063,557	\$ 1,088,961	25,403	2%	\$ 933,000	\$ 1,088,961	117%
Interest Income	447	155	(292)	-65%	5,178	2,186	(2,993)	-58%	7,000	2,186	31%
Revenue Totals	68,239	80,802	12,562	18%	1,068,736	1,091,147	22,411	2%	940,000	\$ 1,091,147	116%
EXPENDITURES											
Street Resurfacing - Capital	-	-	-	0%	-	2,282,334	2,282,334	100%	3,325,000	2,282,334	0%
Crack Filling	-	-	-	0%	135,809	49,581	(86,229)	-63%	123,000	49,581	40%
Salt	20,226	-	(20,226)	-100%	158,806	-	(158,806)	-100%	-	-	0%
Electricity	4,335	-	(4,335)	-100%	44,616	-	(44,616)	-100%	-	-	0%
Materials and Supplies	150	-	(150)	-100%	20,737	-	(20,737)	-100%	-	-	0%
Expenditure Totals	24,711	-	(24,711)	-100%	359,968	2,331,914	1,971,946	100%	3,448,000	2,331,914	68%
Net Increase / (Decrease)	43,529	80,802	37,273	86%	708,768	(1,240,768)	(1,949,535)	-275%	(2,508,000)	(1,240,768)	49%

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

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

	MONTH				YTD				BUDGET				
	Last Year Mar	Current Year Mar	Monthly Variance \$ %		Last Year YTD	Current Year YTD	YTD Variance \$ %		Annual Budget	YTD Budget	YTD Actual	Variance \$ %	
GENEVA CROSSING TIF													
REVENUES													
TIF Property Taxes	\$ -	\$ -	\$ -	0%	\$ 358,088	\$ 446,031	\$ 87,943	25%	\$ 407,000	\$ 407,000	\$ 446,031	\$ 39,031	10%
Interest Income	13	14	2	13%	171	183	11	7%	200	183	183	(0)	0%
Village Contribution	90,111	75,096	(15,016)	-17%	156,487	126,755	(29,733)	-19%	130,000	130,000	126,755	(3,245)	-2%
Revenue Totals	90,124	75,110	(15,014)	-17%	514,747	572,969	58,222	11%	537,200	537,183	572,969	35,786	7%
EXPENDITURES													
Principal Retirement	-	-	-	0%	230,000	240,000	10,000	4%	240,000	240,000	240,000	-	0%
Interest Expense	-	-	-	0%	138,110	127,760	(10,350)	-7%	127,760	127,760	127,760	-	0%
Paying Agent Fees/Legal	-	-	-	0%	4,582	3,234	(1,348)	-29%	5,000	5,000	3,234	(1,766)	-35%
Expenditure Totals	-	-	-	0%	372,692	370,994	(1,698)	0%	372,760	372,760	370,994	(1,766)	0%
Net Increase / (Decrease)	90,124	75,110	(15,014)	-17%	142,055	201,975	59,920	42%	164,440	164,423	201,975	37,552	23%
NORTH/SCHMALE TIF													
REVENUES													
TIF Property Taxes	\$ -	\$ -	\$ -	0%	\$ -	\$ 18,779	\$ 18,779	100%	\$ 18,000	\$ 18,000	\$ 18,779	\$ 779	4%
Sales Taxes	-	-	-	0%	-	-	-	0%	47,000	31,000	-	(31,000)	-100%
Interest Income	-	0	0	100%	-	2	2	100%	100	90	2	(88)	-98%
Village Contribution	-	-	-	0%	-	1,878	1,878	100%	1,800	1,800	1,878	78	4%
Revenue Totals	-	0	0	100%	-	20,658	20,658	#DIV/0!	66,900	50,890	20,658	(30,232)	-59%
EXPENDITURES													
Legal Fees	2,580	-	(2,580)	-100%	27,408	7,125	(20,283)	-74%	10,000	10,000	7,125	(2,875)	-29%
Consulting Fees	800	700	(100)	-13%	8,075	3,438	(4,638)	-57%	5,000	5,000	3,438	(1,563)	-31%
Other Expenses	-	-	-	0%	-	-	-	0%	10,000	10,000	-	(10,000)	-100%
Expenditure Totals	3,380	700	(2,680)	-79%	35,483	10,562	(24,920)	-70%	25,000	25,000	10,562	(14,438)	-58%
Net Increase / (Decrease)	(3,380)	(700)	2,681		(35,483)	10,096	45,579		41,900	25,890	10,096	(15,794)	

Village of Carol Stream
Police Pension Fund Budget Summary
For the Month Ended March 31, 2014

POLICE PENSION FUND	MONTH				YTD				BUDGET				
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance	
	Mar	Mar	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%
REVENUES													
Investment Income	\$ 199,178	\$ 926,761	\$ 727,583	365%	\$ 1,746,899	\$ 2,009,562	\$ 262,663	15%	\$ 2,450,500	\$ 2,246,292	\$ 2,009,562	\$ (236,730)	-11%
Employee Contributions	38,538	40,109	1,571	4%	462,586	486,092	23,507	5%	525,000	484,616	486,092	1,476	0%
Village Contribution	122,866	129,313	6,447	5%	1,351,526	1,422,443	70,917	5%	1,551,754	1,422,443	1,422,443	-	0%
Other Revenues	1,129	-	(1,129)	-100%	126,459	60	(126,399)	-100%	-	-	60	60	100%
Revenue Totals	361,711	1,096,184	734,473	203%	3,687,470	3,918,157	230,688	6%	4,527,254	4,153,351	3,918,157	(235,194)	-6%
EXPENDITURES													
Investment and Admin Fees	17,713	1,193	(16,520)	-93%	159,374	106,128	(53,246)	-33%	121,500	111,375	106,128	(5,247)	-5%
Participant Benefit Payments	130,290	143,724	13,434	10%	1,410,892	1,495,963	85,071	6%	1,725,500	1,581,708	1,495,963	(85,745)	-5%
Expenditure Totals	148,003	144,917	(3,086)	-2%	1,570,266	1,602,091	31,825	2%	1,847,000	1,693,083	1,602,091	(90,992)	-5%
Net Increase / (Decrease)	213,708	951,267	737,559		2,117,203	2,316,066	198,863		2,680,254	2,460,267	2,316,066	(144,202)	

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

FUND	CASH	INVESTMENTS	TOTAL CASH & INVESTMENTS	LAST YEAR 3/31/2013
GENERAL FUND	\$ 1,337,627.57	\$ 14,707,243.56	\$ 16,044,871.13	\$ 15,320,177.76
WATER & SEWER FUND	419,210.98	14,748,003.10	15,167,214.08	15,691,164.29
CAPITAL PROJECTS FUND	-	20,375,103.13	20,375,103.13	19,744,241.70
MFT FUND	-	2,080,001.72	2,080,001.72	3,369,413.80
GENEVA CROSSING TIF FUND	-	1,960,993.85	1,960,993.85	1,760,352.26
NORTH/SCHMALE TIF FUND	-	10,658.43	10,658.43	-
POLICE PENSION FUND	<u>270,814.82</u>	<u>38,464,187.94</u>	<u>38,735,002.76</u>	<u>35,428,858.83</u>
TOTAL	<u>\$ 2,027,653.37</u>	<u>\$ 92,346,191.73</u>	<u>\$ 94,373,845.10</u>	<u>\$ 91,314,208.64</u>